Mental Health Plan Updates

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Implementation Plan Updates for Medi-Cal Specialty Mental Health Services

FY2026-2027

COUNTY OF SAN DIEGO
BEHAVIORAL HEALTH SERVICES

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COUNTY OF SAN DIEGO MENTAL HEALTH PLAN OVERVIEW

Mental Health Plan Principles

The County of San Diego Mental Health Plan (MHP) is built on the principle that all people, regardless of physical and mental abilities have dignity and worth, dreams and aspirations, and are part of the communities in which they live. Biopsychosocial treatment programs provided by the County and contracted mental health providers will make available mental health and rehabilitation treatment services without stigma or discrimination and with respect for the personal privacy, diversity, and dignity of persons with mental illness.

Mental Health Plan Philosophy

The MHP philosophy is that mental health care is consumer- and family-centered, safe, clinically effective, rehabilitation and recovery focused, trauma informed, outcomes driven, and culturally competent. It is our intent to provide our clients and families with comprehensive, preventive, rehabilitative, and therapeutic mental health care delivered in the least restrictive environment and in the most effective mode. This will be accomplished in a manner that ensures access to and satisfaction with services (consumer-centered), appropriateness of services (trauma informed, clinically effective, and culturally competent), and desirable outcomes (outcomes driven). The MHP's philosophy further appreciates and understands that trauma and complex stress are pervasive among those we serve and those we work with. This approach helps understand all people served and seen, and all staff. We must also accept that everyone does not respond to the same experiences in the same way—it is not a "one size fits all" approach. The quality of the MHP's care and services delivery system will be ensured by continually assessing important aspects of care and services, using reliable and valid measures.

Mental Health Plan Program Goal and Objectives

The MHP's goal is two-fold: to improve the health and well-being of our clients, and to provide the highest quality and most cost effective managed, recovery-oriented and trauma-informed mental health care and administrative services available. Accordingly, the MHP is designed to promote the continuous improvement of specialty mental health and supportive services provided to clients; increase the effectiveness of care management and coordination of care with providers and referral sources; and advance the scope and efficiency of administrative services provided to stakeholders. The MHP is committed to becoming, and remaining, a Trauma-Informed System, which draws upon and reflects the diversity in the experiences and needs of our community as seen in our clients, staff and provider networks.

System Scope of Services and Activities

The MHP utilizes a multidisciplinary network of providers to deliver a comprehensive continuum of mental health services that are trauma informed. These include, but are not limited to:

- Access and Crisis Line
- Behavioral Health Court Services
- CARE Court
- Case Management
- Crisis Intervention
- Crisis Residential Programs
- Crisis Stabilization

- Day Treatment Intensive Services (IOP)
- Early Intervention Programs (EIP)
- Emergency Services
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    - High Fidelity Wraparound
    - Parent-Child Interaction Therapy
    - Functional Family Therapy
    - Multisystemic Therapy
    - Enhanced Community Health Workers (CHW)

History and Background

Between 1995 and 1998, the State consolidated Fee-for-Service (FFS) and Short-Doyle/Medi-Cal programs into one specialty mental health managed care program, and under the system all Medi-Cal specialty mental health services were “carved out” of Medi-Cal and became the Counties’ responsibility. Medi-Cal

client access to specialty mental health services became available through County Mental Health Plans.

The County has been working hand-in-hand with 4 current Medi-Cal approved Health Plans (Blue Shield California Promise Health Plan, Community Health Group, Kaiser Permanente, and Molina Healthcare) through the local Healthy San Diego model to develop communication and strategies to implement ongoing Medi-Cal Transformation initiatives such as CalAIM, Behavioral Health Services Act (BHSA) implementation, and BH-CONNECT. The MHP continues to work closely with the Managed Care Plans (MCPs) to ensure impacts and changes are communicated to the system of behavioral health providers and information is used to support the clients they serve.

Overall, the MHP provides a continuum of trauma-informed, culturally competent mental health and substance use disorder services to children, youth, families, adults, and older adults. The MHP promotes recovery and well-being through prevention, treatment, and intervention, as well as integrated services for clients experiencing co-occurring mental illness and substance use issues. It employs an Administrative Services Organization (ASO) to fulfill specific management functions using managed care technology and expertise.

Please Note: MHP addresses service delivery for Children, Youth and Families, and Adults and Older Adults. Some of the following sections will have program sub-headings indicating differences in the programs. If no sub-headings are identified, the processes are the same for all systems of care.

A. PLANNING, COORDINATION, OUTREACH AND NOTIFICATION

A1. PUBLIC PLANNING PROCESS

A1. Describe the public planning process utilized for the consolidation of MHP services and how members of the local mental health community were involved.

The County of San Diego's Mental Health Board was originally established in the 1960s. In 1994 (for Phase I Managed Care Consolidation) and 1998 (for Phase II Managed Care Consolidation), the Mental Health Director (now Behavioral Health Services Director) apprised the Board of the steps leading toward consolidation. The membership of the Mental Health Board has historically been drawn from members of the local mental health community, including clients, family members, representatives for the County Board of Supervisors, behavioral health professionals, and members of the public.

Board Consolidation

San Diego County Behavioral Health Services (SDCBHS) previously had two Boards that advised the Behavioral Health Services Director: The Alcohol and Drug Services Advisory Board (ADAB) and the Mental Health Board (MHB). They had shared commonalities but differed in composition and structure. In 2015, the two Boards consolidated into a Behavioral Health Advisory Board (BHAB) that resulted in an efficient and streamlined process, and key communication and oversight link between the client and family community and the local behavioral health service system. The Board meets monthly and provides advice on the public behavioral health system to the County Board of Supervisors and the Behavioral Health Services Director. The Board continues with defined duties and responsibilities by reviewing a broad range of performance and outcome reports, reviewing and taking action on all BHS-related Board Letters going before the Board of Supervisors, participating in the public/stakeholder input process in service planning, reviewing and analyzing budget priorities, taking direct citizen comment/complaints/requests under consideration, and throughout these activities making recommendations to the Behavioral Health Services Director and to the Board of Supervisors. Additionally, BHAB serves as a one-stop forum for hearing public input on issues of concern to mental health and substance use disorder programs, while communicating information of significance regarding behavioral health to the community at large. In addition to the membership, the Board meetings are open to the public and are generally well attended by clients, advocates, and other interested individuals.

Behavioral Health Services Act (BHSA)

The Behavioral Health Services Act, also known as BHSA, is a state law passed by voters in March 2024. BHSA updates the **Mental Health Services Act**. BHSA requires counties to look at their whole behavioral health system of care through a formal Community Planning Process (CPP). The CPP supports the County of San Diego's goal to involve communities in meaningful conversations and decision making about local behavioral health services to ensure programs reflect their unique needs and voices. BHSA legislation with oversight of the Department of Healthcare Services (DHCS) requires feedback to be gathered from 29 unique stakeholder groups. Stakeholders reflect individuals with lived experience of mental health or substance use challenges, providers of mental health services and/or substance use disorder treatment services, Local Education Agencies, and more. Feedback gained from CPP activities has informed the BHSA Integrated Plan, a three-year forecast of how local counties will allocate and spend behavioral health funding to address mental health, substance use disorder (SUD) needs, and housing interventions.

Entering the next fiscal year, COSDBHS will continue to build on the previous year's accomplishments by

committing to annually return to these key stakeholder groups engaging additional community members to foster a system of continuous quality improvement. Through in-person engagements, listening sessions, town halls, key informant interviews, virtual meetings, online input forms and more, community members will have various opportunities to share their thoughts, opinions, and recommendations for COSDBHS taking in their diverse cultural and linguistic needs. This will be accomplished by utilizing COSDBHS staff, contractors, the Behavioral Health Advisory Board (BHAB), Regional Community Leadership Teams, New BHS Collaboratives, various stakeholder-led councils, organizations, and individuals. The CPP process will be paramount in ensuring individuals experiencing Serious Mental Illness (SMI) or Social-Emotional Disturbance (SED) or who may be challenged with Substance Use Disorder (SUD) with receive equitable access to specialty behavioral health care while working in tandem with Managed Care Plans.

SDCBHS Departmental Reorganization

To ensure SDCBHS has adequate support and infrastructure in place to sustain the growth and increasing complexity of services, and in anticipation of further growth within the department, over the last several years SDCBHS has engaged in an internal restructuring process to align with similarly sized healthcare organizations. Adequate support for department growth includes additional SDCBHS staff positions and opportunities for employee growth. SDCBHS has maintained continuity of functions and activities during the ongoing transition to ensure services and activities are not disrupted, including operations at Edgemoor Distinct Part Skilled Nursing Facility (Edgemoor) and the San Diego County Psychiatric Hospital (SDCPH).

A2. LOCAL MENTAL HEALTH BOARD LETTER

A2. Include a letter from the local mental health board or commission advising that they have reviewed the Implementation Plan.

At its regular meeting on February 25, 1998, the County of San Diego Mental Health Board reviewed and approved the implementation plan for the consolidation of specialty mental health services. *MHB letter was included in the original Implementation Plan.*

A3. PROCESS FOR SCREENING AND REFERRAL

A3. Describe the process the MHP will use for screening and when appropriate, referral and coordination with other services, including, but not limited to, substance abuse services, education, housing, social services, probation, employment, and vocational rehabilitation. Indicate if there are differences in the screening, referral, and coordination of services for special populations.

"No Wrong Door" Policy

Consistent with the Health and Human Services Agency's "No Wrong Door" policy (BHIN 22-011), clients may access mental health services through multiple points of entry. MHPs are required to provide or arrange for the provision of medically necessary SMHS for beneficiaries in their counties who meet access criteria for SMHS (BHIN 21-073). Clients may call the Access and Crisis Line (ACL), call or walk into an organizational provider's program directly, or walk into a County-operated program. Additionally, clients may access specialty mental health services upon referral from their MCP via the Transition of Care tool. If a client is determined to require SMHS, MCPs have the ability to refer clients to the MHP via the Transition of Care tool.

Medi-Cal Managed Care Health Plan Responsibilities for Non-Specialty Mental Health Services, and the Medi-Cal Provider Manual: Non-Specialty Mental Health Services: Psychiatric and Psychological Services, MCPs are required to provide or arrange for the provision of the following non-specialty mental health Services (NSMHS):

- Mental health evaluation and treatment, including individual, group and family Psychotherapy.
- Psychological and neuropsychological testing, when clinically indicated to evaluate a mental health condition.
- Outpatient services for purposes of monitoring drug therapy.
- Psychiatric consultation.
- Outpatient laboratory, drugs, supplies, and supplements.

The county BHP shall provide or arrange for clinically appropriate, covered SMHS to include prevention, screening, assessment, treatment services. These services are covered and reimbursable even when:

1. Services were provided prior to determining a diagnosis, during the assessment, or prior to determination of whether NSMHS or SMHS access criteria are met.
2. The prevention, screening, assessment, treatment, or recovery service was not included in an individual treatment plan.
3. The client has a co-occurring mental health condition and substance use disorder; or
4. NSMHS and SMHS services are provided concurrently if those services are coordinated and not duplicated.

Screening tool

The County of San Diego has adopted the required Adult and Youth Screening Tool to determine the appropriate delivery system referral for clients who are not currently receiving mental health services when they contact the MCP or MHP seeking mental health services. The Screening Tools are not required or intended for use with clients who are currently receiving mental health services. The Screening Tools are also not required for use with clients who contact mental health providers directly to seek mental health services. Mental health providers who are contacted directly by clients seeking mental health services are able to begin the assessment process and provide services during the assessment period without using the Screening Tools, consistent with the No Wrong Door for Mental Health Services Policy.

When indicated, the Screening Tool will be completed by either the MCP or Optum ACL and if deemed appropriate, a referral will be made to the appropriate individual FFS or organizational provider. Upon receiving the referral, the provider/program will ensure that Timely Access Standard requirements are followed, consistent with BHIN 26-023.

Referral and Coordination Processes

MHP providers make appropriate referrals to other County and community services, and Memoranda of Understanding (MOU) are negotiated with other County departments and community resources when appropriate (e.g., education and housing).

- Referrals to Medi-Cal Managed Care Plan mental health services

  As noted above, referrals are made to MCPs based on the completion of the DHCS required Screening Tool if a client is seeking non-specialty mental health services. A process has been developed with each MCP and the Optum ACL, to ensure warm hand-offs when available and sharing of the Screening Tool for referral purposes. A feedback loop has been established, with timeframe requirements identified and agreed upon. For existing clients transitioning to non-specialty mental health services, the Transition Tool process outlined in the organizational provider handbook is followed.

  - **Transition Tool process**

    The Transition of Care Tool ensures that clients who are receiving mental health services from one delivery system receive timely and coordinated care when their existing services are being transitioned to the other delivery system, or when services need to be added to their existing mental health treatment from the other delivery system.

    MHPs are required to use the Transition of Care Tool to facilitate transitions of care to MCPs for all clients, including adults aged 21 and older and youth under age 21, when their service needs change. The determination to transition services to and/or add services from the MCP delivery system must be made by a clinician via a patient-centered shared decision-making process in alignment with MHP protocols. Once a clinician has made the determination to transition care or refer for services, the Transition of Care Tool may be filled out by a clinician or a non-clinician. Clients shall be engaged in the process and appropriate consents obtained in accordance with accepted standards of clinical practice. The Transition of Care Tool may be completed in a variety of ways, including in person, by telephone, or by video conference.

- Referrals to Substance Use Services

  The ACL is also the centralized San Diego number to call for referrals to substance use disorder services, as needed. Typically, a high percentage of mental health services' consumers report substance use as a current or historical problem. Aside from the ACL, the MHP and its providers work in partnership with substance use disorder programs to expand and improve the integration, coordination, and efficacy of services for those qualifying as dually diagnosed. The integrated services model focuses on the provision of integrated screening, assessment, treatment services, and appropriate referrals to clients and their families. Care plans reflect the integration of both mental health and substance use services when appropriate. Care coordinators (determine with the client the level of peer or professional support needed, necessity for modification of care plan, and outcomes. Almost all BHS programs are expected to achieve Dual Diagnosis Capable (DDC) status; a smaller number of programs may achieve Dual Diagnosis Enhanced (DDE) status. DDC programs routinely accept individuals who have co-occurring mental health and substance use disorders, and identify referrals to substance use disorder programs, including programs that are specifically designed for pregnant and parenting women, programs that serve adolescents, and general adult programs, when indicated. DDE programs are able to provide integrated services within the same program to meet both specialty mental health and substance treatment needs.

- Referrals to Services for Deaf and Hard of Hearing

  Deaf Community Services (DCS) provides specialized, culturally, linguistically, and developmentally appropriate substance use services for persons who are Deaf and/or Hard of Hearing who are Medi-Cal or unfunded at their Outpatient Substance Use Program. DCS ensures ASL is available to provide culturally competent services. In July 2018, under the Drug Medi-Cal Organized Delivery System (DMC-ODS), services were expanded to provide substance use counseling with connections to Recovery Residences for housing support.

- Supported Employment

  Maximizing employment opportunities has been a key goal for the MHP. Through BH CONNECT, starting July 1, 2026, Individualized Placement and Support (IPS) supported employment services have expanded to include adult Medi-Cal clients countywide, with a serious mental illness (SMI). Services are provided by a contracted agency, and referrals can be made by any SDBHS provider. IPS is an evidence-based practice, with zero exclusion, that helps people living with SMI obtain competitive employment of their choosing. Services are time-unlimited and include benefits planning.

- Referrals to Housing

  BHS provides short-term, transitional, and permanent supportive housing to persons who are enrolled in the MHP and are experiencing homelessness or at risk of homelessness. Programs such as Full-Service Partnerships (FSPs) for homeless clients provide housing and support services for TAY, Adults and Older Adults with a psychiatric disability. Linkage to housing is provided by the program in coordination with numerous partners, to include housing entities, landlords, board and care facilities, and Independent Living Homes (ILHs). Other resources utilized include the Independent Living Association (ILA) website and community warm lines. Affordable housing lists are available through local housing authorities, including County of San Diego Housing and Community Development Services and the San Diego Housing Commission. All applications and processing for Section 8 housing must be done by mail or online, depending on the housing authority, although the applications themselves may be available at various programs and agencies. Consumers are educated about the extensive length of standard federal housing waiting lists and the need to keep applications updated. The County contracts with FSP Assertive Community Treatment (ACT) programs that provide a full range of housing services, including access to subsidies.

  SDCBHS is in collaboration with the city and the County of San Diego Health and Human Services Agency's Housing and Community Development Services team as well. More information for efforts to ending homelessness can be found at:
  https://www.sandiegocounty.gov/content/sdc/sdhcd/ending-homelessness/.

  In addition, behavioral health programs will be working with members and MCPs to access related Community Supports benefits. One of these supports is Transitional Rent (TR), a short-term rental assistance benefit through Medi-Cal that helps eligible clients move into stable housing and bridge the gap until longer-term housing is secured. It can help people in both permanent and interim housing settings, and it is meant to support a smooth transition to housing stability. Eligibility is contingent on Medi-Cal health plan, clinical, and housing criteria. Access to the benefit can be attained through a Housing Transition Navigator Service (HTNS) or another provider by completing a Housing Support Plan (HSP) to determine formal eligibility and ongoing sustainability. All housing units are subject to specific criteria and eligibility requirements. The goal is to
  ensure long-term housing and recovery for clients.

- Referrals to Physical Health Services

  In addition to collecting medical history information, clinicians also document clients' primary care provider information and make referrals when needed. All mental health clinics have referral relationships established with community clinics located in their geographic area. The Authorization to Share Confidential Member Information Form (**ASCMI)** developed by the Department of Health Care Services (DHCS), allows clients to indicate what information they agree or do not agree to share and how that information may be used by care partners. The form is designed to comply with applicable state and federal laws governing the sharing of sensitive health information. Some sites have also developed additional protocols to effectively transition stable individuals with SMI to primary care, when appropriate.

- Referrals to Older Adult Services

  The MHP has implemented an Older Adult initiative to expand services to older adults with mental health issues. Older adults may be referred to outpatient clinics, Assertive Community Treatment (ACT) and Strengths-Based Case Management (SBCM) programs or emergency psychiatric units for assessment and treatment. Appropriate referrals for older adult case management will continue to be made to Adult Protective Services, as needed. Once an older adult is enrolled in the MHP, his/her care coordinator may facilitate necessary referrals and follow-up.

- Coordination with Social Services

  Children and youth receiving mental health services may also require social services intervention. Referrals for child protective services are made directly to the Child Abuse Hotline when indicated. Local shifts are underway to move from mandated reporting to community supporting. The Child and Family Well Being (CFWB) Department under HHSA, has established a 'Community Response Guide' which the MHP participated in informing. Referrals for eligibility for CalWORKS and Medi-Cal are made through the Family Resource Centers. MHP program staff actively assist the clients/family by providing information and facilitating the referral. The CFWB Department has established a Prevention Hub which the MHP actively participated in planning and manages contracts that support families which participate in the Prevention Hub.

  Partnerships with Education

  Children and youth enrolled in general or special education may receive mental health services directly through the school district, which as of July 1, 2012, oversees the Educationally Related Mental Health Services (ERMHS) previously known as AB 2726 (AB 3632) program, which was managed by the County mental health system. In addition to ERMHS provided through the school, clients may elect to receive services through the MHP which collaborates closely with the school to offer coordinated services. Through the EPSDT expansion of 1999, the MHP has made a commitment to offer school-based services in schools with high enrollment of Medi-Cal clients.

  SchooLink is a partnership between County of San Diego and local school districts to provide behavioral health services at designated schools. SchooLink was launched in 2018 to implement standardized practices and increase collaboration between schools and treatment providers. Data revealed the need to re- evaluate practices and prioritize service delivery to campuses with high need. As a first step, a guide for minimum client thresholds was established to initiate the deployment of therapists through SchooLink. The implementation of threshold guidelines is intended to be a collaborative process between schools, districts, SchooLink providers, and the County, to ensure services are deployed timely and efficiently.

  SchooLink has three service types: Skill Building, Core (Traditional Individual & Family Treatment), and Teen Recovery Center.

- **Skill Building**: The School-Based Incredible Years and School-Based Skill-Building programs provide early intervention services to small groups, at designated campuses for Medi-Cal eligible students in preschool through eighth grade. These programs use evidenced-based curriculums (EBPs) and services are designed to improve social-emotional competence, management of emotions, healthy relationships, problem-solving skills, communication, and classroom functioning. Ancillary services such as care coordination and caregiver groups are also provided.
- **Core (Traditional Individual & Family Treatment):** Provides individualized specialty mental health services for youth with identified behavioral health needs requiring ongoing clinical support. Services may include individual therapy, family therapy, group therapy, rehabilitation services, care coordination, medication management, and collateral support. Interventions are tailored to the youth's treatment goals and are designed to improve emotional well-being and functioning across home, school, and community settings.
- **Teen Recovery Center (TRC):** TRCs are County-funded outpatient clinics that provide on-campus and community-based substance use screening, assessment, early intervention (EI), and treatment services for adolescents ages 12 through 17, and up to age 21 if enrolled in high school. The frequency and duration of services are based on individualized assessment of the severity of substance use and the intensity of services needed. TRCs are licensed Medi-Cal providers, however, are also certified as Drug Medi-Cal (DMC) providers by the California Department of Health Care Services (DHCS).

The MHP is working to procure services for an electronic SchooLink Referral portal for schools with contracted SchooLink providers. The SchooLink portal will streamline the referral process between school sites and providers to ensure timely communication, shorter access times, and consistent access times. More information about SchooLink can be accessed at: SchooLink San Diego

The Mental Health Plan (MHP) has also partnered with the local Managed Care Plans (MCP) with the launch of **Student Behavioral Health Incentive Program** (SBHIP). Through collaboration with San Diego County Office of Education, the 42 local School Districts were invited to participate in the local gap analysis to determine the primary needs for infostructure development. Eight Local Education Agencies (LEAs) submitted formal communication to the Managed Care Plans about intent to participate, which was submitted to the Department of Health Care Services (DHCS). The MCPs, under the umbrella of Health San Diego (HSD), led the efforts and have retained a consultant to guide the process.

Partnership between the Behavioral Health Plan (MHP), Managed Care Plans (MCP), San Diego County Office of Education (SDCOE), and local School Districts continue in relation to Children, Youth, Behavioral Health Initiative (CYBHI) – Fee Schedule. Some of the schools are expecting to launch services in the 2025-26 school year and will continue to collaborate and coordinate care with MHP for students with specialty care needs.

- Referrals/Coordination with Other County Services

Intensive Outpatient Program (IOP)
IOP offers outpatient specialty mental health services to children and youth up to age 21 who would benefit from time limited programming in an intensive outpatient setting. Average length of stay for

services is typically 6-8 weeks with a cohort of similar age youth and presenting need. Program services are typically offered three to five times a week after school hours where youth attend Day Intensive Half (DIH) programming consisting of an evidence-based approach to addresses specific treatment issues. Adult-centered IOP providers serve adults 18 years and of age and older with an average length of stay of 12 weeks. Program services are typically offered three (3) days a week for three (3) to four (4) hours a day. Additionally, the local model offers weekly caregiver groups and multi-family groups once a month. The design calls for needed ancillary Outpatient Specialty Mental Health Services (SMHS) inclusive of medication monitoring which is offered outside of the Day Treatment program hours. Referrals to IOP typically come through an outpatient service provider and/or emergency screening/crisis stabilization unit when it is determined that intensive services are needed or as a step-down service from an acute setting. A prior authorization is required for Medi-Cal clients receiving DIH.

Partial Hospitalization Program (PHP)
PHP offers outpatient specialty mental health services to children and youth, up to age 21, who would benefit from time limited intensive programming. Average length of stay is typically 2-4 weeks with a cohort of similar age youth and presenting need. Adult-centered PHP providers serve adults 18 years of age and older with an average length of stay of four (4) weeks. Program services are offered at minimum five (5) days a week for more than four (4) hours a day. Program services are typically offered Monday through Friday. Throughout the day, youth attend an all-inclusive Day Intensive Full (DIF) program with individual, group, and family treatment sessions utilizing an evidenced based approach, as well as educational instruction. Ancillary Medication Services are available as indicated. Referrals to PHP typically come from the emergency screening/crisis stabilization unit to prevent an escaladed need for inpatient psychiatric care, from intensive hospital teams as a step down from an acute setting and/or from an Intensive Outpatient Program who determine a higher level of care is needed. Prior authorization is required for Medi-Cal beneficiaries receiving DIF.

- Partnership with Law Enforcement

  The Psychiatric Emergency Response Team (PERT) is a partnership between BHS, Community Research Foundation, and 11 San Diego County municipal law enforcement agencies. Originally created in 1996 to fill the need for more training in recognizing and responding to behavioral health crisis calls, PERT has evolved as a "paired" behavioral health crisis intervention team that consists of a licensed mental health professional and a specially trained law enforcement officer/deputy. It is designed to improve the response to emergency behavioral health incidents where law enforcement intervention is required, and behavioral health issues are identified as a primary concern. PERT services are available countywide to youth and adults and are routed directly through non-emergency law enforcement calls or dispatched via 9-1-1.

  PERT clinicians conduct brief assessments intended to identify the most appropriate, least restrictive level of care for individuals in crisis. Depending on the assessed individual's needs, they may be referred to a community-based behavioral health facility that can provide crisis intervention, outpatient care, and case management services or to an LPS designated facility on a Voluntary basis or Welfare and Institutions Code (WIC) 5150. PERT clinicians may also assist with care coordination and provide referrals to ongoing care as well as may refer individuals to the PERT Peer component that was implemented in FY 23/24 and which offers follow up care and support. PERT also partners with San Diego County's District Attorney's Office to support mental health training needs within the community and law enforcement/first responders.

- Mobile Crisis Response Teams (MCRT)

San Diego's BOS approved the rollout of countywide Mobile Crisis Response Team (MCRT) services, which operates 24 hours a day, seven days a week, and 365 days a year. MCRT is a non-law enforcement program responding to behavioral health crises that do not require law enforcement intervention, comprised of teams of trained clinicians, case managers, and peer support specialists that can be deployed through the Access and Crisis Line, be mobilized via emergency services, or contacted directly by trained K-12 public and charter school personnel. Upon arrival, MCRTs assess the individual and their needs and provide crisis intervention, either stabilizing in the field where the individual is able to remain safely in the community or transporting voluntary or involuntary clients on a WIC 5150 appropriate services for additional crisis stabilization. Teams provide 72-hour follow-up calls after the initial service, along with up to 30 days of care coordination for further linkage and connection to services, if needed. The MHP has implemented the mobile crisis services Medi-Cal benefit beginning in January 2024.

Additional Resources and Services

- Crisis Stabilization Services

  Crisis Stabilization Units, or CSUs, provide immediate behavioral health support and treatment services in a therapeutic setting to people with serious behavioral health needs who require urgent care beyond what an outpatient clinical service can provide. CSUs are open 24 hours a day, seven (7) days a week and do not require an appointment. Individuals may walk-in or be dropped off by a health, safety or law enforcement agency. Services are tailored to each individual and are provided on a short-term basis, up to 24 hours, and include crisis intervention, behavioral health assessments, medication assistance, therapy, peer support and connection to ongoing care. The County of San Diego currently has seven (7) operating CSUs – six (6) for adults and one (1) for children and youth. There is an additional CSU opening in 2026, bringing the regional total to eight operating CSUs. CSUs are located countywide with three (3) adult CSUs located in the Northern Region, (1) County Operated Emergency Psychiatric Unit in the North Central Region and two (2) in the South Region. The eighth (8th) CSU that will be coming online in 2026 will be located in the East Region. The children and youth CSU, which provides services to those 17 and under, is located in the Central Region. All CSUs can help to deescalate a person's level of distress, prevent or treat a behavioral health crisis, and reduce acute symptoms of a behavioral health condition, with the goal of stabilizing and diverting away from inpatient level of care.

- Juvenile Forensics Services

  Next Move is a specialized community-based outpatient program offering behavioral health services to youth up to the age of 21 with a justice intersection. The program is designed to support justice-involved youth and those at risk of justice involvement, with an emphasis on caring for youth transitioning out of a juvenile justice facility. Next Move provides diagnostic evaluations, mental health, and co-occurring substance use treatment for youth and young adults who have Medi-Cal or are uninsured. Services are available countywide and emphasize supporting youth in developing tools for success.

  The Next Move program was created under the California Advancing and Innovating Medi-Cal (CalAIM) Justice-Involved Reentry Initiative.

- Justice Services for Clients 18 Years of Age and Older

  Services range from behavioral health, housing, and supportive services for adults involved in the justice system, including those under supervision and returning from incarceration. Services include substance use and mental health treatment, housing supports, and other interventions that promote recovery and reduce recidivism.

  The County continues to enhance and align its Behavioral Health Services (BHS) system of care to better serve justice-involved adults through evidence-based and coordinated approaches. As part of this effort, three existing programs serving the justice-involved population will transition to the Forensic

Assertive Community Treatment (FACT) model. This transition will strengthen intensive, community-based behavioral health supports, improve continuity of care, and ensure individuals with significant behavioral health needs receive comprehensive, field-based services aimed at reducing repeat justice involvement.

CalAIM Justice-Involved Initiative

California is taking significant steps to improve poor health outcomes for the justice-involved population, as they prepare to re-enter their community. In January 2022, the California Department of Health Care Services (DHCS) began implementing the Medi-Cal Transformation Initiative, formerly referred to as California Advancing and Innovating Medi-Cal. This includes the Justice-Involved (JI) Initiative component of Medi-Cal Transformation, which allows eligible individuals to enroll in Medi-Cal prior to release from incarceration, receive behavioral health linkages, and a defined set of Medi-Cal pre-release services to ensure continuity of health care coverage and access to health and social services as they transition back into the community. The initiative allows people to enroll in Medi-Cal and receive a targeted set of services in the 90 days before release. This will help to ensure continuity of health care coverage after incarceration, enabling access to programs and services like Enhanced Care Management (ECM) and Community Supports (CS), warm linkages to medical and behavioral health services, and prescription medications in hand upon release. To implement the changes brought forth through this initiative, Medi-Cal is providing funding to build a capacity for workforce, technology, and data sharing that support justice-involved individuals. The County of San Diego (County) Health and Human Services Agency, Sheriff's Department, and Probation Department have worked in collaboration with contracted partners and impacted stakeholders to ensure a successful implementation of the Medi-Cal Transformation Initiative locally.

To further support these efforts correlated to the Board Action, and overarching CalAIM Justice-Involved Initiative, the county pursued the State's PATH JI rounds 1 and 3 funding opportunities to support efforts that will continue to evolve at the local level to move forward with fully implementing the CalAIM Justice-Involved Initiative in 2026. Behavioral Health links with the California Department of Corrections and Rehabilitation (CDCR) went live in February 2025 and went live with Probation in October 2025. The goal is for this Initiative to go live with the local Sheriff's detention facilities by October 2026. BHS partnered with Health Management Associates (HMA) to provide trainings to the BHS system of care introducing the CalAIM JI Initiative. These sessions began in April 2026. This program serves as a critical connector between detention facilities and the broader BHS system of care. Services include pre-release engagement, benefits navigation, coordination of treatment linkages, and warm hand-offs to mental health, substance use, housing, and supportive services. The goal is to ensure justice-involved individuals have timely, coordinated access to needed services immediately upon reentry, reducing gaps and improving long-term outcomes. This work supported by initiatives established under the California Advancing and Innovating Medi-Cal (CalAIM) Justice-Involved Reentry Initiative, which provides Medi-Cal-eligible individuals with structured reentry services up to 90 days prior to release.

- Crisis, Action and Connection (CAC)

  Intensive case management and therapeutic services are offered to children and youth countywide who are experiencing a psychiatric emergency and require stabilization services. While the focus is on children and youth, their caregivers and families are also included in treatment services. Services may take place in the community, at home, or in the clinic. Youths are referred from a variety of emergency

sources such as emergency screening units, inpatient behavioral health units and emergency departments, as well as mobile emergency response teams. When possible, the goal is to divert youths from inpatient care and/or reduce risk of future hospitalizations to maintain safely in the community while providing linkage to connect to longer term therapeutic services. An emphasis on short-term, intensive, rehabilitative, care coordination for children/youth experiencing a psychiatric crisis is the foundation of this contracted service.

- Wraparound Services

  The County currently provides High Fidelity Wraparound (HFW) services through contracted providers that serve system involved and community-based referred youth. HFW is an intensive, non-traditional mental health service designed to support children and families with complex needs by using a team-based, strengths-focused, and family-driven approach inclusive of a full range of specialty mental health treatment options. Services are delivered through a collaborative planning process that includes the youth, family, natural supports, and professionals, focusing on long-term success by improving stability, functioning, and empowerment of families. Fidelity to the HFW model is monitored annually to ensure services are delivered according to established California state wraparound standards and principles that supports adherence to the integrity and effectiveness of the model across all contracted programs.

- Treatment and Evaluation Resource Management (TERM)

  Mental health program developed under the direction of the County of San Diego Board of Supervisors and supported by the County's Administrative Services Organization (ASO), through a contract with BHS. The mission of the TERM program is to improve the quality and effectiveness of mental health services provided to clients served by the Child and Family Wellbeing Department and by the Juvenile Justice System. The ASO is responsible for contracting providers to the TERM network who have competence in evaluating and treating clients referred for child maltreatment or juvenile justice concerns. The ASO also provides quality oversight of treatment plans and evaluation reports prepared for these clients.

- Pathways to Well-Being

  Pathways to Well-Being (PWB) was prompted by the Katie A. class action lawsuit, which was filed in 2002 against the County of Los Angeles and the State of California by a group of foster youth and their advocates, alleging violations of multiple federal laws. The lawsuit sought to improve the provision of mental health and supportive services for children and youth in, or at imminent risk of placement in, foster care in California. Katie A., the youth identified in the name of the lawsuit, was a foster youth in the County of Los Angeles who had over 30 out of home placements, including psychiatric hospitalizations and placement in residential treatment, between the ages of 4 and 14 years-old, due to unmet behavioral health needs. The State of California settled the lawsuit in December 2011, and in March 2013, issued the Core Practice Model (CPM) Guide. In May 2018, the CPM was revised and renamed the Integrated Core Practice Manual (ICPM) and again revised in 2024 to include the Integrated Training Guide (ITG). The ICPM provides practical guidance and direction to support county child welfare, juvenile probation, behavioral health, and community partners in the delivery of timely, effective, and collaborative services. County of San Diego Behavioral Health Services has aligned its practice to the ITG and ICPM.

  PWB was implemented in March 2013 in the County of San Diego as partnership between Behavioral Health Services (BHS) and Child Family Well Being (CFWB) in collaboration with Probation and Youth/Family Support Partners. The County of San Diego is dedicated to collaborative efforts geared toward providing safety, permanency, and well-being for youth identified as having complex or severe behavioral health needs and to establish long term permanency within a home-like setting to ensure that all eligible youth are receiving required services inclusive of Child and Family Team (CFT)

Meetings, Intensive Care Coordination (ICC), and Intensive Home Based Services (IHBS). PWB includes services that are needs driven, strengths-based, youth and family focused, individualized, culturally competent, trauma informed, and are delivered in a well-coordinated, comprehensive, community-based approach with a central element of engagement and participation of the youth and family. These values mirror the System of Care Principles.

PWB services are available to youth up to age 21 across the System of Care, including Transitional Age Youth (TAY) who are involved in the Behavioral Health Services System of Care.

- Therapeutic Foster Care (TFC)

  The Therapeutic Foster Care (TFC) service model allows for the provision of short-term, intensive, highly coordinated, trauma-informed, and individualized Specialty Mental Health Service (SMHS) activities to children and youth up to 21 years of age who have complex emotional and behavioral needs and who are placed with trained, intensely supervised and supported TFC parents. Prior authorization through Optum is required preceding the provision of TFC services. The TFC contracted provider is responsible for ensuring the foster parent meets the required qualifications/trainings for a TFC parent and provide supervision for the TFC parent.

- Comprehensive Assessment and Stabilization Services (CASS)

  A short-term contracted program supports CFWB children and youth who are at risk of losing their placement. On average, a three-month treatment episode of intensive in-home stabilization services is offered post a comprehensive assessment. A team approach is utilized, and a strong collaboration is in place between the CASS program and CFWB. Services are offered 24/7 (on-call crisis phone during off hours) in the child and youth placement, school, and other venues within the child's natural environment. A therapist and a behavior specialist provide mental health, rehabilitative and case management/care coordination services.

- Foster Family Agency Stabilization and Treatment (FFAST)

  A contracted provider serves CFWB children and youth with mental health needs that are placed in Foster Family Agency homes and youth residing in a Transitional Housing Program (THP) for Non-Minor Dependents (NMD) throughout the County. Services are offered with a specialization and recognition of the particular needs of children and youth in foster placements and youth transitioning from foster care to independent living. The program utilizes evidence based and best practices to serve the population. A Therapist, Care Coordinator/Case Manager and Family Partner in conjunction with the family (foster and biological when available), and youth are an integral part of the treatment team. Services are community-based and offered in the foster home or community setting, recognizing that working collaboratively with the foster and biological parents' leads to positive outcomes for the child/youth and family unit.

- Therapeutic Behavioral Services (TBS)

  TBS is an intensive, individualized, one-to-one behavioral coaching program that is offered through a county contract. A multi-disciplinary team headed by the Specialty Mental Health Provider (SMHP) is convened with the child/youth and family as the core drivers for treatment plan development. All direct services are offered in the home or child's/youth's natural environment, such as school. A TBS Case Manager acts as the care coordinator.

  Peer-Supported Recovery

  The MHP recognizes the value of lived experience and encourages organizational providers to employ qualified staff who bring experience navigating the behavioral health system to their role supporting BHP clients. The MHP supports the provision of peer support services throughout the system of care,

including, but not limited to outpatient MH and SUD clinics, residential settings, and case management programs.

In response to DHCS BHIN 22-026, SDCBHS submitted a letter to DHCS opting-in to include certified Peer Support Specialists as a qualified provider delivering Medi-Cal billable services across the BHP network (both SMH and SUD). SDCBHS has elected to work with the California Mental Health Services Authority (CalMHSA) as the entity to implement a Medi-Cal Peer Support Specialist Certification Program and is working closely to track individuals who are successful in the certification process. The MHP is focused on ensuring the role of certified Peer Support Specialist is optimized across the continuum of care.

- Crisis Residential Services

  Crisis residential provide either a "step down" or diversion from inpatient hospitalization and are available to both Medi-Cal and Medi-Cal eligible clients who meet medical necessity and admission criteria. Services are provided to adults 18 and over with a Serious Mental Illness and include many clients with a co-occurring substance use disorder. There are seven regionalized facilities throughout San Diego County that provide short-term crisis residential services. Built around a social rehabilitation model. Crisis Residential Treatment Programs offer a multi-disciplinary team whose clients address each client's unique situation. These programs seek to ensure that residents are connected to a variety of social services within the community, to mitigate further crises at the lowest level of care clinically indicated.

- Long Term Care

  The MHP works with several County-funded long-term care facilities to provide care to individuals who experience serious psychiatric disabilities and require a secure, safe, and structured environment. Efforts are continuously made to determine the array of programs needed to meet the needs of the community.

BH-CONNECT Adult Evidence Based Practices

Under the County's BH-CONNECT umbrella, SDCBHS has opted in to a range of evidence-based practices designed to expand access to community-based, recovery-oriented behavioral health care for Medi-Cal clients. These include Assertive Community Treatment (ACT) for individuals with complex behavioral health needs, Forensic ACT (FACT) for individuals with significant behavioral health needs who are involved with the criminal justice system, Coordinated Specialty Care (CSC) for First Episode Psychosis (FEP), Individual Placement and Support (IPS) Supported Employment, Enhanced Community Health Worker (CHW) Services, and Clubhouse Services. Together, these BH-CONNECT evidence-based practices strengthen the County's continuum of care by promoting recovery, community integration, housing and employment stability, and improved health and social outcomes through multidisciplinary, person-centered service delivery

Assertive Community Treatment (ACT)

ACT supports clients living with complex and significant behavioral health needs, including individuals with histories of psychiatric hospitalization, emergency department use, residential treatment, criminal justice involvement, homelessness, or disengagement from traditional outpatient services. Services are delivered by a multidisciplinary team and tailored to each client's individual needs to promote recovery, reduce crises and inpatient utilization, strengthen community integration, and support with living successfully within their community.

Forensic Assertive Community Treatment (FACT)

FACT is an adaptation of the ACT model for clients with significant behavioral health needs who are also involved in, or at high risk of involvement with, the criminal justice system. Services are delivered by a multidisciplinary team with specialized expertise in working with justice-involved individuals and are tailored to each client's individual needs. By integrating behavioral health treatment, care coordination, life skills development, and community-based supports, FACT promotes recovery, improves functioning, and reduces hospitalization, homelessness, incarceration, and probation or parole violations.

Coordinated Specialty Care (CSC) for First Episode Psychosis (FEP)

CSC provides timely, integrated, and individualized services for clients experiencing a first episode of psychosis. Delivered by a multidisciplinary team, CSC combines mental health treatment, care coordination, life skills development, and community-based supports tailored to each client's needs. The goal is to promote recovery, improve symptom management and community functioning, and reduce hospitalization, emergency room use, residential treatment, substance use, homelessness, and criminal justice involvement.

Individual Placement and Support (IPS) Supported Employment

IPS Supported Employment helps clients with significant behavioral health needs obtain and maintain competitive employment in their communities as part of their recovery. Clients receive individualized job development, placement assistance, and ongoing employment supports integrated with behavioral health treatment. The goal is to improve employment outcomes while promoting recovery, independence, community inclusion, and overall health and well-being.

Enhanced Community Health Worker (CHW) Services

Enhanced CHW Services are preventive services tailored to clients with more complex behavioral health needs who meet access criteria for Specialty Mental Health Services and/or Drug Medi-Cal Organized Delivery System services. Delivered by trained Community Health Workers who are trusted members of the communities they serve, these services support disease prevention, health promotion, health education, coaching, and care planning to improve physical and behavioral health outcomes and promote overall health and well-being.

Clubhouse Services

Clubhouse Services provide inclusive, community-based environments that support recovery by building on clients' strengths and fostering a sense of belonging. Clients work alongside Clubhouse staff and peers to participate in meaningful activities that promote relationship-building, skill development, employment, education, and overall health and well-being. The goal is to help clients achieve greater independence, strengthen community connections, and improve their overall quality of life.

Screening and Referral Processes for Special Populations

- Transition Age Youth (TAY)

  BHS has developed and implemented services and programs that target the specialized needs of TAY. These include: an intensive ACT FSP program with integrated services and supported housing for persons 16-25 years of age. In addition, specialized programs have also been initiated to focus on prevention and early intervention efforts. Other programs include support and assistance for families in maintaining a safe home for children and reducing the effects of trauma exposure; preventing re-traumatization related to exposure to domestic and/or community violence; and assessing and evaluating short-term interventions in rural community clinics for CYF and TAY in an integrated Behavioral Health and Primary Care Services program.

These SOC models, initiatives, and programs support the desired comprehensive transition services for TAY individuals that are in need of continued age-appropriate mental health services. Over time and with the benefit of additional resources through the BHSA, the County has been working steadily to ensure services are developmentally and culturally appropriate, trauma informed, individualized, accessible, coordinated, community based, and integrated with other public and private initiatives. 0

- Infants and Preschool Children

  The MHP has created and strengthened contracts that focus on serving children less than six years of age. These programs are available in all regions and use evidence-based practices for young children. For example:
  - Developmental Evaluation Clinic (DEC) provides culturally and developmentally appropriate psychological evaluations for Medi-Cal eligible children aged 0-5. Evaluations include review of referral documents, formal developmental and psychological testing, behavioral observation, caregiver and collateral interviews, and a comprehensive written report. DEC also provides referrals and caregiver consultations to support the child's functioning at home, school and in the community.
  - The KidSTART Clinic is a synergistic program for children through age 5, with complex social emotional, behavioral, and developmental needs. This program works collaboratively with biological, extended, or surrogate family, other programs and professional health disciplines including occupational therapy, speech language pathology and developmental behavior pediatrics to effectively identify and coordinate services and provide mental health treatment to address the multiple and complex needs of the child.
  - Additionally, BHS has programs designated to provide the Incredible Years curriculum and a program that provides services using the Incredible Families model.

- BH-CONNECT Youth EBPs

  SDCBHS has opted in to the following BH-CONNECT evidence-based practices for youth:
  - Multi-Systemic Therapy (MST): A family- and community-based treatment for youth with serious behavioral health needs who are experiencing significant behavioral challenges and may be at risk of juvenile justice involvement or out-of-home placement. MST actively engages families and community supports to address behaviors such as delinquency and substance use while strengthening caregiver skills and promoting positive functioning across the home, school, and community. The goal is to improve family functioning, reduce high-risk behaviors, and help youth remain safely in their homes and communities.
  - Functional Family Therapy (FFT): a short-term, family-based intervention for youth with behavioral or emotional challenges, including delinquency, aggression, and substance use. FFT engages caregivers and, when appropriate, other members of the youth's support system to strengthen family relationships, improve communication and parenting practices, reduce unhealthy behaviors, and support positive functioning at home, in school, and in the community.
  - Parent-Child Interaction Therapy (PCIT): a family-based intervention for young children with behavioral challenges and their parents or caregivers. Through live coaching during structured play, therapists help caregivers strengthen positive parenting skills, improve the parent-child relationship, and reduce challenging child behaviors. The goal is to support healthy child development and improve functioning at home and in the community.
  - High-Fidelity Wraparound (HFW): A team-based, family-centered practice for children and youth with the most intensive mental health or behavioral challenges that provides intensive, individualized supports in the home and community and serves as an alternative to out-of-home placement. Beginning July 2026, HFW is being implemented statewide under Medi-Cal

and as a county requirement under the BHSA.

- Older Adults

  SDCBHS has a number of programs that focus on serving older adults. One Strength-Based Case Management FSP program specifically focuses on care coordination and rehabilitation services for adults ages 60 and older with a serious mental illness who may be on LPS Conservatorship or who have needs that cannot be adequately met by a lower level of care. Additionally, some examples of programs that have older adult specialized staff who assist with senior outreach services include:

  - Senior IMPACT: an FSP program that delivers services using the Assertive Community Treatment (ACT) model, with a focus on serving older adults.

- Homeless

  SDCBHS has strong partnerships with community-based organizations and maintains several contracts focused on addressing homelessness across San Diego County. BH-CONNECT-aligned FSP programs utilizing the ACT model provide comprehensive, wraparound mental health services for adults with the most severe needs and significant functional impairments.

  In addition to these BH-CONNECT-aligned services, the County operates. an adult residential transitional housing program which provides supportive services for those who are experiencing homelessness and have a serious mental illness. Additionally, outpatient programs provide referrals and case management services to individuals experiencing homelessness.

  In 2016, prior to BH-CONNECT/BHSA, the Board implemented Project One for All (POFA) with a goal of connecting 1,250 individuals experiencing homelessness with SMI to housing and behavioral health services. POFA provided adults with SMI who are experiencing homelessness with fully integrated services, including outreach, case management, mental health treatment services, SUD services, referrals to primary health care, social services, and housing to ensure stability and live their best life. The goal of connecting 1,250 individuals with SMI who are experiencing homelessness to housing and behavioral health services has not only been met but exceeded. As of March 2024, a total of 2,682 individuals experiencing homelessness were housed and received SDCBHS services through POFA. The program officially ended in March 2024.

  To support the broader behavioral health system, the County identified the need to increase support service capacity for licensed adult and senior residential care facilities (board and care) by nearly 150%, which translates to approximately 450 additional service slots to support individuals within the system. To address this, the County administered the Behavioral Health Bridge Housing grant funds and established 427 new board-and-care service slots, an 182% increase. The County continues to increase the number of service slots through Requests for Statements of Qualifications.

  In November 2024, Homeless Outreach Workers (HOW) services within SDCBHS were centralized under a single, countywide contract. This centralization created a unified system that supports Short-Term Bridge Housing (STBH) programs that do not have HOW services embedded in their model. The centralization of HOWs provides a central point for homeless outreach, referrals, case management services, and coordination of short-term bridge housing (STBH) placements. The centralized team provides technical assistance to all County Adult Mental Health Outpatient Clinics and provides them with HOW support for placing residents into STBH. This restructuring has strengthened infrastructure by implementing a consistent system for data collection, reporting, and oversight of the HOWs. Since this restructure, November 2024 through May 31, 2026, 42 individuals were served through STBH. As of June 2025, there were four individuals in placement and two with pending move-in dates.

Permanent Supportive Housing

The County has dedicated more than $53 million of MHSA Community Services and Support funds to the California Housing Finance Agency for the Local Government Special Needs Housing Program (SNHP) and its predecessor, the MHSA Housing Program. These programs have resulted in approximately 350 permanent supportive housing units – of which, 219 units are utilizing funding through MHSA and 131 units through SNHP. There are also 57 services-only units where the County does not fund the construction of the unit but does fund supportive services.

In 2018, Proposition 2 authorized the sale of up to $2 billion in revenue bonds and the use of a portion of Proposition 63 taxes for the MHSA No Place Like Home (NPLH) program. It provides funding for permanent supportive housing developments to house clients who are experiencing homelessness and have a mental health condition. The San Diego County allocation was approximately $127.8 million. As of June 2026, there are 16 developments that are operational or in the lease up phase totaling 375 NPLH units. There are five new housing developments planned to add another 69 units, which will bring the total NPLH units to 444.

In partnership with the San Diego Housing Commission (SDHC), the County coordinates supportive services for individuals experiencing homelessness and who have behavioral health conditions. The first round of Homekey developments included Kearny Vista (KV) and Valley Vista (VV), and the second round includes El Cerrito. However, supportive services for El Cerrito are funded through SDHC. The SDHC was awarded the third round of Homekey funding for three new permanent supportive housing developments. One development became operational in November 2024, the second in May 2025, and the third opened in September 2025. Together, these developments will provide an additional 236 Head of Household units of permanent supportive housing, which may serve additional Non-Head of Household residents.

Across all these initiatives the SDCBHS supports 1,321 permanent supportive housing units across 43 developments.

Community Assistance, Recovery and Empowerment (CARE) Act

The Community Assistance, Recovery and Empowerment (CARE) Act creates new pathways to community-based behavioral health services and supports diversion from more restrictive settings for individuals with serious mental illness who meet specific eligibility criteria as determined by the court. The County of San Diego is one of 7 pilot counties who began to implement CARE on October 1, 2023, in partnership with Public Defender, County Counsel, the Superior Court, and other community partners. Individuals participating in CARE will have a service plan that includes culturally, and linguistically competent mental health and substance use disorder services, including short-term stabilization medications, wellness and recovery supports, social services, and housing. NPLH will increase housing capacity for people with serious mental illness, which supports access to housing for CARE participants.

- Persons with Developmental Disabilities

  There is an existing MOU with the San Diego Regional Center for Persons with Developmental Disabilities. There are a number of programs that serve clients with both a developmental delay and behavioral issues throughout San Diego. The MHP is engaged in continuous efforts to coordinate care for this population and develop additional resources to ensure access to services. San Diego Regional Center representatives work closely with the MHP to ensure communication and collaboration.

- Culturally Diverse Populations

  The MHP has worked to address diversity and promote equity for the behavioral health community in San Diego County as behavioral health is shaped by the environments in which people live, learn, work, and play. Health inequities are caused by disparities in access and opportunity. These disparities

affect communities of color, sexual minorities, those living in poverty, and other high risk and minority groups. The Community Experience Partnership (CEP) is a joint initiative between San Diego County Behavioral Health Services (SDCBHS) and UC San Diego's Child & Adolescent Services Research Center (CASRC) and Health Services Research Center (HSRC). CEP is the integration of data and community engagement to promote behavioral health equity in San Diego County. CEP promotes a continuous feedback process by which issues can be identified, further informed by community engagement, and mediated by actionable plans. The primary components of the CEP are the Community Experience Dashboard, the Behavioral Health Equity Index, and the Service Planning Tool. Community input is solicited for each component, and CEP deliverables reflect recommendations from community partners.

In alignment with SDCBHS' Cultural Competence Plan, clients are offered an initial choice of provider including cultural and linguistic alternatives and options, and all clients have access to free language assistance. The MHP has policies in place that prohibit the expectation that families will provide interpreter services. Providers' assessment documentation is monitored to ensure that the needs of special populations are being addressed in screening and referral activities. Clients also have the right to request a change of provider, based on cultural and linguistic needs.

In addition, National Alliance on Mental Illness (NAMI San Diego) has helped address the county's current relationship with engagement and involvement in racial, ethnically, culturally, and linguistically diverse groups (e.g., clients, family members, advisory committees, local mental health boards and commissions, and community organizations in the mental health system's planning process for services) through the provision of multiple culturally competent activities.

In the past, NAMI representatives sat in multiple BHS meetings, workgroups, and advisory councils, and there are plans to engage ongoing collaborative meetings in the future.

Cultural Competence Resource Team

The Cultural Competence Resource Team (CCRT) comprised of community stakeholders, program representatives, and County staff, serves as the "eyes, ears and conscience" of SDCBHS regarding the development of cultural competence in the delivery of behavioral health services to culturally diverse populations and system-wide adherence to the local Cultural Competence Plan. Behavioral Health Services staff chairs and actively participates in the CCRT on a monthly basis. The CCRT is a formal mechanism for providing input and feedback on cultural competence to both organizational and contracted individual providers. Members provide such input collectively and conversely bring the message of the CCRT to the community organizations, committees, and advisory boards to which they belong.

The CCRT has also supported the following activities:

- Replacement of the Cultural Competence Clinical Practice Standards with the Culturally and Linguistically Appropriate Services (CLAS) Standards.
- Enhanced language on trauma-informed systems of care
- Addition of new cultural competence assessments —The Cultural and Linguistic Competence Policy Assessment (CLCPA) and the Promoting Cultural Diversity Self-Assessment (PCDSA)
- Provided input on the development of the BHSA Implementation Plan
- CCRT works with Population Health-Network Quality and Planning team on performance outcomes and standards for assessing the behavioral health system's cultural competence in servicing culturally diverse populations and recommending data collection strategies
- Provide annual feedback on the SDCBHS Cultural Competence Plan (CCP) and the Cultural

Competence Handbook, including enhancing the guidance for Cultural Competence Plans for Legal Entities.

Breaking Down Barriers (BDB)

Breaking Down Barriers (BDB) is an outreach program that engages distinct, underserved communities, including Hispanic, African American, Native American, African immigrants/refugees, Lesbian, Gay, Bisexual, Transgendered and Questioning (LGBTQ) individuals, Asian-Pacific Islanders (API) and Middle Eastern individuals, to increase access to behavioral health services. The program's Cultural Broker strategy builds community acceptance through organized group presentations, individual one-to-one resource sharing and conversation, input sessions, local resource sharing, and participation at community events, fairs, or celebrations. The program reduces stigma and discrimination through increased awareness and acceptance of mental illness and treatment choices, increased access, and use of available services, especially in previously unserved and underserved communities, and development of a knowledge base for best practices of outreach and engagement while also providing the community with local resources. The program gathers community input from various underserved populations that maybe assist the County in shaping the behavioral health system. BDB is one of many programs implemented as a result of MHSA and now BHSA.

A4. INTERAGENCY AGREEMENTS

A4. For clients who require a system of care approach, provide a list of agencies with which the MHP has interagency agreements. Briefly describe the nature of those agreements. As an alternative, the MHP may include copies of any existing interagency agreements and describe any additional interagency agreements planned or in process.

Memoranda of Understanding/Memoranda of Agreement

SDCBHS has Memoranda of Understanding (MOU) and Memoranda of Agreement (MOA) with more than 100 entities and agencies. See Attachment A4 for the complete list.

A6. MEMBER SERVICES HANDBOOK

A5. Provide statement assuring that at least thirty (30) days prior to implementation, the MHP will provide a copy of proposed draft of the MHP's Member Services Handbook/Brochure. The minimum components are: (a) information about accessing services; (b) description of services available; and (c) beneficiary problem resolution processes.

MHP Member Handbook for Mental Health Services

In 2025, DHCS integrated the handbook into the Behavioral Health Member Handbook to include both Specialty Mental Health Services and the Drug Medi-Cal Organized Delivery System. The handbook is updated on an annual basis and as needed upon implementation of new services. It is available in San Diego County's threshold languages, and large-print format. Members may also request the handbook in alternative formats including but not limited to braille and auxiliary aids.

All members receiving MHP services are provided with access to a copy of the handbook upon entering the system. Providers are required to share the handbook with members upon admission as it contains important information regarding available services, member rights, and the problem resolution process. Members may request a printed copy of the handbook or make request for alternative formats with their provider. Electronic copies of the handbook are also available on the ASO's website on the Beneficiary & Families page.

A6. PROVIDER HANDBOOK

A6. Provide a statement assuring that at least thirty (30) days prior to implementation, the MHP will provide a copy or proposed draft of the MHP's Provider Handbook/Brochure, which will be distributed to providers of the MHP. The minimum components are:
(a) procedures for requesting authorization of services;
(b) procedures for submitting claims for payments;
(c) beneficiary problem resolution processes; and
(d) provider problem resolution processes.

The MHP provided a draft of the *Organizational Provider Operations Handbook* (OPOH) to the Department of Health Care Services prior to Phase II Implementation. The OPOH is revised and distributed as needed, and is available online on the ASO's website under the OPOH/SUDPOH section:
OPOH/SUDPOH-Optum Website

The OPOH contains but isn't limited to procedures for requesting authorization of services; procedures for submitting claims for payments; beneficiary problem resolution processes; and provider problem resolution processes.

A7. 24-HOUR ACCESS AND CRISIS LINE

A7. Describe how the MHP will provide for 24-hour phone access, including a statewide, toll-free phone line with linguistic capacity.

The MHP provides 24-hour screening, information, and referrals through the Access and Crisis Line (ACL). The ACL (1-888-724-7240) is a statewide, toll-free telephone service, staffed by clinicians who have a master's degree in psychology or a related field and a minimum of two years clinical experience and/or licensed clinicians 24 hours/day, 7 days/week. The ACL facilitates access to the Behavioral Health System by providing culturally and linguistically appropriate information, referrals, and crisis intervention for children/youth, their families, adults, and older adults who are seeking behavioral health services. It also provides after-hours authorization for inpatient services, crisis residential treatment, and Substance Use Disorder Residential Services. The ACL phone system routes crisis calls to a Crisis Queue for immediate response, while non-crisis calls are routed to the next available ACL clinician. Individuals with hearing impairment may use the California Relay Services by dialing (711) for access to Telecommunications Relay Services (TRS). TRS permits persons with a hearing or speech disability to use the telephone system via a text telephone (TTY) or other device to call persons with or without such disabilities.

To meet the language needs of a significant portion of the San Diego County community, the ACL employs clinicians who speak San Diego County's threshold languages and uses TransPerfect Services for immediate interpretation services in 170+ languages.

The ACL was also instrumental in SDCBH's 988 dialing code implementation. The ACL is currently part of the National Suicide Prevention Lifeline's crisis center network and leveraged funding and support to seamlessly integrate 988 crisis calls into current ACL operations when needed.

B. CONTINUITY OF CARE

B1. PROCEDURES FOR TRANSITION OF SERVICES

B1. For members receiving Fee-for-Service/Medi-Cal (FFS/MC) outpatient professional MHP services prior to Phase II consolidation, describe the procedures the MHP will use for the transition of services to protect the continuity of care for members. Include procedures:

a) When the existing provider will continue as a member of the plan.
b) When a provider will not continue as a member of the plan.
c) A description of how the individuals and providers who are receiving or providing MHP services prior to Phase II consolidation will be notified of the MHP policies and procedures

a) WHEN THE EXISTING PROVIDER WILL CONTINUE AS MEMBER OF THE MHP

Providers that continue as members of the MHP are expected to comply with current Specialty Mental Health Services (SMHS) documentation standards, authorization requirements, and other applicable MHP policies and procedures. The MHP, through its Administrative Services Organization (Optum), provides ongoing provider education, training, operations manuals, and clinical guidance to support compliance with County, state, and federal requirements. Current information regarding documentation standards, outpatient treatment authorization, provider manuals, forms, and other operational resources is maintained on the Optum San Diego Fee-for-Service Provider webpage and updated as requirements evolve.

Since the initial implementation, all providers who contract as members of the MHP receive training on the criteria for outpatient services. The detailed process and additional information are available in Attachment F3.

b) WHEN A PROVIDER WILL NOT CONTINUE AS MEMBER OF THE MHP

When a provider will no longer participate in the MHP provider network, the MHP works to ensure continuity of care and minimize disruptions in services for affected clients. Clients receiving ongoing treatment are informed of their options and, as appropriate, are assisted in transitioning to another qualified MHP provider or continuing services under applicable continuity of care requirements. The MHP, through its Administrative Services Organization (Optum), supports care coordination, provider transitions, and client communication to facilitate a smooth transition of services. Any provider continuing to furnish covered services under continuity of care provisions must meet applicable credentialing, contracting, and program requirements in accordance with state and federal requirements.

c) NOTIFICATION OF MHP POLICIES AND PROCEDURES

Today, the ASO manages a panel of more than 350 FFS providers and regularly conducts recruiting activities. All applicants are required to submit an application and supporting documentation, including, but not limited to: State license, resume, and appropriate provider numbers. The ASO's staff confirms receipt of the application within three business days and reviews for completeness. The completed applications are then submitted to the County's Credentialing Committee, which meets monthly. The applicants are notified within 10 business days of the committee's decision. Additionally, all members have access to information on the ASO's website at www.optumsandiego.com. The ASO is also responsible for implementing and managing any out of network provider agreements that may be required to ensure any continuity of care

requirements outlined in the policies and procedures.

C. INTERFACE WITH PHYSICAL HEALTH CARE

C1. HOW MHP WILL INTERFACE

C1. Describe how the MHP will interface with physical health care providers and provide clinical consultation and training when a client belongs to a physical health managed care plan and/or when the client has a FFS/MC primary health care provider.

a) Referral protocols between plans, including how the MHP will provide a referral to physical health care-based treatment.

b) The availability of clinical consultation, including medications, between plans.

c) Exchange of critical medical records information within agreed upon confidentiality guidelines.

d) A process for resolving disputes between plans.

MHP INTERFACE WITH PHYSICAL HEALTH PROVIDERS

In an effort to strengthen coordination of care between providers, BHS convenes Learning Community cohorts with representatives from substance abuse, mental health and primary care, that continue to regularly meet to discuss referral protocols and better care coordination, and to learn more about the services that each member of the group provides. Additionally, the Learning Community hosts an annual Primary Care and Behavioral Health Integration Summit, which brings together representatives from these sectors to increase education, knowledge, and integration.

a) **Referral Protocols**

When medical consultation is determined to be needed, the MHP provider or the MHP Medical Director (or designee) refers clients to their primary care physician, if known, or their physical health care provider plan. The physical health plan physician is given information about reasons for, or observations of, medical need.

The ASCMI form, developed by DHCS, is utilized in the protocol for coordination of care with primary care physicians and behavioral health providers—for County and County-contracted programs to use the ASCMI—can be found in the Attachment C1.

b) **Availability of Clinical Consultation**

The MHP Medical Director is available to physical Health Care Plan physicians/providers for consultation regarding coordination of client care between physical and mental health care, treatment of mental health conditions by primary care providers, and medication issues. The MHP will offer clinical consultation to the health plan providers, including the providers at Indian Health Clinics and Federally Qualified Health Centers (FQHC), regarding various mental health conditions and diagnoses which primary care physicians may be treating or for which they might require referral to the MHP for diagnosis and treatment. Other efforts may include collaboration on clients and issues regarding psychotropic medications. Furthermore, the County contracts with a program that offers real time access to psychiatric and behavioral health treatment consultation, in conjunction with the MHP, to FQHC, Indian Health Clinics and Centers, and primary care physicians. All consultation activities are within State and Federal regulations.

c) **Eating Disorders**

In FY 22-23, DHCS directed MHPs and Medi-Cal Managed Care Plans (MCPs) to identify cost sharing protocols for individuals requiring eating disorder treatment services. The MHP worked closely with the MCPs to develop and implement policies and procedures that outline treatment modalities, consultation availability, cost sharing agreement by levels of care, as well as invoicing processes.

d) **Exchange of Medical Records**

The MHP requires that each mental health provider obtain a release of information from the client when required. Using a standardized form and following all state and federal confidentiality guidelines, the providers communicate with physical Health Care Plan physicians regarding treatment and medication rendered to the clients.

e) **Resolving Disputes**

The MCPs and MHP follow the dispute resolution processes required under contracts with DHCS and CMS, as well as the procedures in the executed MOU between San Diego Behavioral Health Plan (BHP) and the MCPs. Per the MOU:

- The MCP and MHP must make a good-faith effort to promptly resolve any dispute regarding responsibility for service coverage. MCPs must, and the MHP should, document these procedures in policies and procedures. All responsibilities under the MOU, including ensuring access to services, must continue during dispute resolution.
- If the MCP and MHP cannot resolve the dispute within 15 Working Days of initiation, or another mutually agreed-upon timeframe, either MCP or MHP may pursue available legal and equitable remedies under California law.
- Disputes unresolved through good-faith efforts must be forwarded by either the MCP or MHP to DHCS. Until DHCS resolves the matter, the MCP and MHP may agree on how disputed services will be provided.
- Nothing in the process waives any claim-filing requirements under applicable California law.

The Parties also follow the most current All Plan Letters (APLs), Behavioral Health Information Notices (BHINs), and all guidance referenced in the MOU.

While any dispute is being resolved, the client will continue to receive medically necessary services, including specialty mental health services and prescription drugs.

D. ACCESS, CULTURAL COMPETENCE, AGE APPROPRIATENESS

Under a 1915(b) waiver from the Health Care Financing Administration (HCFA), access to Medi-Cal MHP services must be maintained or enhanced under the waivered program. Section 14684 W&I Code requires the delivery of culturally competent and age-appropriate services to the extent feasible.

D1. LEVEL OF ACCESS

D1. Describe the level of access to Phase II FFS/MC MHP services, which existed prior to consolidation.

Information related to access prior to consolidation is outlined in previous year's Implementation Plans.

BHS has also adhered to all DHCS requirements for Network Adequacy per current Behavioral Health Information Notices (BHINs). This includes the completion and submission of the Network Adequacy Certification Tool and other supporting documents on an annual basis.

D2. GEOGRAPHIC ACCESS, SPECIAL POPULATIONS, UNDER 21 YEARS

D2. Describe:

a) How access to Medi-Cal MHP services will be maintained under Phase II consolidation, including a geographical access to services.

b) How the MHP will maintain access for special populations.

c) How the MHP will assure adequate service capacity for full-scope Medi-Cal clients under age 21.

ACCESS TO SERVICES

a) How Access will be Maintained Under Phase II Consolidation

Access to MHP services has been maintained and improved under Phase II consolidation by ensuring that clients are informed of the availability of services and how to access them, and by ensuring that appropriate types of specialty mental health services are available within each region of San Diego County.

The plan to ensure public knowledge about how to access MHP services includes several information and education opportunities, such as:

- Distributing the State Guide, the Quick Guides and the brochure on the beneficiary problem resolution process in threshold languages.
- ACL informational flyers distributed to MHP programs and other community resources.
- Speaking engagements at community meetings attended by clients.
- Outreach at community health and resource fairs.
- County of San Diego Behavioral Health Provider Directory (updated quarterly, per BHIN-25-026)

Goals have been established for the appropriate number, type, and geographical distribution of providers. The MHP is tracking progress towards the goals. In addition, the MHP is analyzing possible gaps in the accessibility of services by tracking wait times for routine and urgent mental health assessments, client grievances and appeals, and results of client satisfaction surveys.

SDCBHS staff incorporate the use of Community Health Workers (CHWs), who serve as trusted messengers, to extend our reach to diverse communities through education and awareness, offering presentations, tabling, and attending community driven meetings/events. Their efforts focus on increasing understanding of specialty behavioral health services, sharing information about available resources, and assisting individuals in accessing needed behavioral health support. This continued presence is essential to building and sustaining trust with community members.

SDBHS also utilize BHS community engagement staff and contracted partners to carry out targeted engagement sessions as part of the Community Planning Process (CPP). These sessions ensure that community members are informed about opportunities to contribute their perspectives, priorities, and recommendations related to the behavioral health continuum of care.

SDBHS emphasizes early intervention by promoting awareness of and connection to behavioral health programs and services. This focus is designed to support timely access to care and strengthen the broader behavioral health system through prevention, early identification, and community-informed service planning.

b) Access and Special Populations

San Diego County special populations include but are not limited to: Transition Age Youth (TAY), older adults, homeless, deaf and hard-of-hearing, non-English-speaking clients, and those with co-occurring diagnoses of mental illness and substance use. Consideration of special populations is included in all current and future service planning, when possible, augmentation of funding is occurring to expand program capability to provide services to identified special need populations. Additionally, BHSA has created the following priority populations:

- Chronically homeless or experiencing homelessness or at risk of homelessness
- Individuals in, or at risk of being in, the juvenile justice system
- Individuals reentering the community from a youth correctional facility or from state prison or county jail
- Children/Youth: In the child welfare system
- Adults at risk of conservatorship
- Individuals at risk of institutionalization

Key points about access include:

- In San Diego County, the *Member Handbook* is available in all threshold languages. Clients also have access to the Quick Guides, which include a summary of information as well as a reference and link to the full Member Handbook.
- ACL information distribution and language interpretation availability.
- TransPerfect is used to translate for callers or others who are monolingual non-English speakers. Funding is available for interpreter services for the hearing impaired. Information about the ACL has been distributed to MHP programs and other community resources.
- For the hearing impaired, the ACL maintains a TDD (Telecommunications Device for the Deaf) on a separate number and has Telecommunications Typewriter (TTY) available.
- County-operated and Country-contracted programs employ staff who speak San Diego's threshold languages and ensure that an interpreter is available to clients who request a specific language. SDCBHS runs reports to monitor the use of languages and interpreters.

c) Full Scope Medi-Cal Clients under Age 21

Since July 1, 2022, all CYF mental health treatment programs have transitioned from a predominately session-based model to a program level time-based Utilization Management (UM) cycle. All service providers were notified via BHS Information Notice: Utilization Management (UM) Update: Shift to Time-Based Program-Level Review, with written procedures outlined in the OPOH. The utilization management system was designed to allow for episodic services when needed with an emphasis on allowing children and youth to experience success and practice resiliency and discovery.

Additionally, the MHP assures adequate service capacity for full scope Medi-Cal clients under 21 years of age by:

- Supporting FFS practitioners in all geographic areas who wish to contract with the MHP to be credentialed when they meet requirements.
- Providing training and encouraging system of care participants to utilize evidence-based and evidence informed practices which allow for focused and timely treatment.
- Providing community-based services through numerous providers countywide which closely monitor their access time to meet the County goal of an average of up to five business days.

- Providing services in approximately 400 schools, serving roughly half of the schools in the County of San Diego.
- Working closely with CFWB and Probation to offer Pathways to Well-Being services in a coordinated manner while monitoring capacity.

D3. PROCEDURES FOR 24-HOUR AVAILABILTY OF SERVICES

D3. Describe procedures the MHP will use to provide for 24-hour availability of services to address urgent conditions for clients who need services when: a) in County; or b) out of County. Describe how back up will be provided: c) if a single practitioner is not available or on call.

AVAILABILITY OF 24-HOUR SERVICES

a) In County

In San Diego County, clients may call the statewide toll-free ACL 24 hours/day, 7 days/week. A specially trained mental health professional answers the call in the crisis queue within 45 seconds and the call in all other queues within 60 seconds, and provides crisis counseling, mental health risk screening, problem solving, education, and referrals. In urgent, emergent, or routine situations ACL staff provide referrals and authorizations to the most appropriate MHP or community resource.

In addition to the ACL, MHP specialty mental health services that are available 24/7 include inpatient services, crisis residential programs, MCRT, Emergency Psychiatric Unit (EPU), and Emergency Screening Unit (ESU) programs. EPU and ESU also provide crisis stabilization services in the Central Region and the MHP contracts with programs to provide crisis stabilization services in the North, East, and South Regions, with plans under way to add another CSU as part of an Integrated Wellness Campus.

b) Out of County

San Diego County's Medi-Cal clients who need assessment and treatment due to an urgent condition when they are outside of the County may call the County of San Diego MHP statewide toll- free ACL at 1-888-724-7240.

- The ACL reviews requests for outpatient services as well as initial authorizations for inpatient psychiatric, crisis residential and substance use residential services for Medi-Cal clients experiencing urgent or emergent conditions when they are out of San Diego County, including San Diego County residents who are unable to return to the County for treatment.

- The ACL authorizes outpatient services for children and youth Medi-Cal clients who are in a Kinship Guardianship Assistance Program (KinGAP). Aid to Adoptive Parents (AAP), or Foster Care as specified by SB 785 when they are out of San Diego County.

- Requests for authorization for children and adolescents in out-of-county residential placements, when presumptive transfer is waived, are referred to the ASO.

- Authorization for Therapeutic Behavioral Services (TBS) for San Diego youth residing out of County are also managed through the ASO.

The MHP, per Assembly Bill 1299, which established Presumptive Transfer, ensures that foster children who are placed outside of their county of original jurisdiction are able to access mental health services in a timely manner consistent with their individualized strengths and needs as well as the requirements of EPSDT program standards and requirements.

c) Availability of MHP Providers

MHP providers are required to be available for clients' urgent needs on a 24-hour basis, using one or more of the following methods:

- 24-hour availability by phone.
- A crisis plan which indicates what after-hours providers and services are available to the client.
- A plan for back-up coverage when the MHP provider is unavailable.

The MHP Provider Agreement specifies the requirement to be available for urgent needs on a 24-hour basis. Providers are also asked to update their back-up plans in the course of providing clinical treatment, for use when they are not available.

D4. OUT-OF-COUNTY ACCESS

D4. Describe how access will be ensured for clients living out of County when there may or may not be an in-plan provider available. This includes children in foster care placements and adults in residential placements, as well as other individuals who may seek mental health services in another county.

Out-of-county clients wishing to seek mental health services may contact the ACL at 1-888-724-7240 for authorization or information.

For San Diego County adults in residential placement, and adults and children who are temporarily out-of- county, or who have recently moved out of San Diego County, the MHP refers the clients to a currently contracted individual or group provider if there is one available or administers a Letter of Agreement for an out-of-network Provider. See Attachment F3 for more details on the authorization process.

With the implementation of Assembly Bill 1299, the MHP works with other counties to ensure that foster children who are placed outside of their county of original jurisdiction are able to access mental health services in a timely manner consistent with their individualized strengths and needs as well as the requirements of EPSDT program standards and requirements.

D5. LANGUAGES, VISUAL/HEARING INFORMATION

D5. Describe: (a) the languages in which MHP information will be available; (b) the standards for making these determinations; and (c) how the MHP will provide information for persons with visual and hearing impairments.

a) Languages

MHP information has been translated from English into the San Diego County threshold languages. This information includes: the Quick Guide, the *Member* Handbook, Grievance and Appeal posters and brochures, Advanced Directives brochures, Notice of Privacy Practices, ACL flyers, and other documents, as needed per the target population.

b) Standards

State guidelines define the threshold languages for San Diego County. The guidelines are based upon the percent of the client population who speak a given language (≥ 5% indicates a threshold language) and upon the number of persons in the client population who speak a given language (≥ 3,000 indicates a threshold language).

c) Visual and Hearing Impaired

The ACL includes Telephonic Device for the Deaf (TDD) and the Telecommunications Typewriter (TTY) capability for hearing-impaired clients 24 hours/day, 7 days/week. The TDD number is free locally. Many of the organizational providers also have TDD capability, but those who don't, have been informed by the MHP about the availability of the California Relay Service for hearing-impaired consumers. The MHP contracts with a community-based agency to provide specialty mental health services for the deaf and hard of hearing, as well.

The Quick Guide has been produced as a fourfold brochure in English and the San Diego County threshold languages and is updated regularly. The Quick Guide is also available in hard copy, and the English version is available in an audio format. The Quick Guide document informs clients of the link where the full Member Handbook can be accessed, as well.

D6. PROVIDER CHOICE, SECOND OPINIONS

D6. Describe the process for ensuring that the client will: (a) have a choice of practitioner whenever feasible; and (b) availability of second opinions when there is a dispute regarding medical necessity and the MHP denies services.

a) Choice of Provider

Every attempt is made to match clients with a provider whose culture, language, geographic location, and specialty credentials fit the client's service needs and stated preferences.

A choice of approximately three providers is offered during the initial ACL referral process. A client may choose a provider at that time or may be given the telephone numbers for each of the three providers so that the caller can choose after learning more about each provider directly. If the client is not satisfied with any of the choices, other MHP providers may be offered by the ACL until the client is matched with an appropriate provider.

Clients may also request the following by phone or in writing:

- A list of all providers by region that includes available information on culture and language.
- Referral to another provider if during the initial assessment the client decides that the original provider does not meet his/her needs.
- Referral to another provider due to a change of address for either the provider or the client; a change in the diagnosis or focus of treatment; an irreparable breach in the therapeutic alliance; and/or any issues which would impede the client's successful completion of treatment.

Clients can also provide feedback to their provider. Providers then submit this information quarterly to the MHP to track. This is referred to as the Suggestion and Transfer Log. Providers are required to report transfer requests on the Suggestion and Transfer Log, which is part of the required Quarterly Status Report, as stated in the *Organizational Provider Operations Handbook* (OPOH).

b) Second Opinion

The Member Handbook and the Quick Guide inform clients that they have the right to request a second opinion for the purpose of assessment or clarification of a diagnosis and/or treatment intervention or in the event that the MHP denies, reduces, or terminates services. In addition, callers to the ACL are informed of the right to a second opinion.

The MHP arranges for a second opinion by an individual or group provider who is part of a panel of contracted providers available for second opinions through the ASO. The MHP may gather additional information from the client regarding their request to match the client with an appropriate provider.

D7. WRITTEN LOG OF INITIAL CONTACT

D7. Describe procedures the MHP will use to maintain a written log of initial contact (telephone, written, or in person) by clients requesting MHP services from the MHP.

ACCESS AND CRISIS LINE

All initial ACL contacts with clients, providers, family members, and others regarding a client, are documented in the Daily Log that includes name, date, and the reason for the call. Such contacts include:

- Calls to the ACL: requiring crisis intervention
- Requests for provider referral
- Questions about authorizations
- Client problems
- Appeals of authorization decisions
- Questions from providers regarding reimbursement
- Contacts for the purpose of care coordination and case management

ORGANIZATIONAL, INDIVIDUAL AND GROUP PROVIDERS

All contracted MHP providers are required to maintain Timely Access Records that capture information such as the date and type of inquiry, disposition, the first available appointment date offered, the appointment selected, and any referral details. However, the specific information required varies by service request type, and some records require additional fields to meet reporting standards.

SDCBHS has implemented Timely Access Records within the SmartCare EHR to support the documentation required for the Timely Access Data Tool (TADT) submitted to DHCS. These records measure how quickly new clients can access services, as required for Medi-Cal beneficiaries requesting new services.

SDCBHS utilizes the following Timely Access documents, each aligned with the type of service that must be tracked and reported to DHCS:

- MH Non-Psychiatric SMHS Timeliness Record
- MH Psychiatric SMHS Timeliness Record
- DMC-ODS Outpatient Timeliness Record
- DMC-ODS Opioid Timeliness Record

Depending on the specific Timeliness Record used, different methodologies are integrated into the required fields to ensure full compliance with DHCS reporting mandates.

All SMHS and DMC-ODS Timeliness Records require detailed information for tracking and reporting purposes. However, follow-up appointment fields apply only to certain record types and are not required

for MH Psychiatric Timeliness Records. Required elements include:

- Referral source
- Date of first contact (the date the initial request for services was made or received)
- Appointment type
- Whether the appointment was urgent or required prior authorization
- First available appointment date offered
- Reason for the delay (if the first offered appointment falls outside of timely access standards)
- Date(s) of the first service appointment rendered
- Referral to an out-of-network provider when timeliness standards cannot be met
- Follow-up appointment fields (when applicable to the specific record type)
- Closure information

Aligning with DHCS requirements, these processes ensure that SDCBHS maintains accurate and complete documentation practices that support timely access to care

E. CONFIDENTIALITY

E1. POLICIES AND PROCEDURES REGARDING CONFIDENTIALITY

E1. Describe any changes in current or planned policies and procedures to continue to assure compliance with all applicable state and federal laws and regulations to protect client confidentiality.

The County of San Diego MHP abides by and complies with all applicable state and federal laws and regulations regarding confidentiality. In order to safeguard against intentional or unintentional destruction, modification, or disclosure of information, access to client data is restricted to individuals who have a need, reason, purpose, and permission to receive or review the information.

The MHP has developed and implemented policies and procedures that include safeguards for confidentiality and prevent unauthorized access to all patient information, including electronically stored patient data.

The policies and procedures require that each person accessing the Management Information Services (MIS) use a valid password and log-on identification, which is then mapped to a security-level profile defining and controlling the individual's level of access to data and documenting usage. Staff security levels are assigned and monitored jointly by provider and MHP management.

The disclosure of statistical or summary data in which a client cannot be identified meets regulatory compliance regarding confidentiality. The disclosure of information for research purposes is reviewed and approved through appropriate institutional review boards and is also approved by the MHP Research Committee.

MHP policy, referencing applicable Welfare and Institutions Code sections, clearly informs staff of their responsibilities regarding the confidentiality of patient information and delineates sanctions if trust is breached.

F. QUALITY IMPROVEMENT, UTILIZATION MANAGEMENT PROGRAMS

F1. QUALITY IMPROVEMENT PROGRAM

F1. Describe the MHP's Quality Improvement (QI) Program. MHPs may attach supportive documentation such as organizational charts, process descriptions, and policies and procedures to satisfy any of the following required elements of this section. The description must include the QI program description of structure and process, including the following:

a) The role, structure, function, and meeting frequency of the QI Committee and other relevant committees.

b) How practitioners, providers, consumers, and family members will describe how the relationships meet DMH standards.

c) *If the MHP delegates any QI activities to a separate entity, the MHP will describe how the relationship meets DMH standards.*

QUALITY IMPROVEMENT PROGRAM

SDCBHS has a comprehensive approach to quality improvement. There are multiple teams that have a role in the Quality Improvement (QI) Program. The structure consists of collaboration from the following departments:

Population Health: The Population Health Unit, which is under the leadership of the Chief Population Health Officer. This unit implements a population health approach to support access to behavioral health care by ensuring those in need have access to services, working to identify and eliminate health disparities, driving excellent health outcomes and supporting continuous improvement. It includes epidemiology; quality improvement; harm reduction; and prevention and healthcare integration.

Data Sciences: A centralized data hub to support rapid-response evidence-based decision making and inform program, clinical, and operations strategies; provide oversight in relation to key Data Governance components. Data Science consists of three units:

- **Data Acquisition** – Builds rapport and threads with internal and external partners to acquire new data.
- **Data Integration** – Manages data infrastructure and combines data from multiple sources to extract additional value and leverage data as an enterprise asset.
- **Data Reporting and Analysis –** Analyzes and combines data from multiple sources to develop and maintain systemwide and program-level reports.
- **Training and Engagement –** Develops strategies and trainings for motivating and engaging employees.
- **Data Governance –** Coordinates the implementation of data governance framework.

Quality Assurance (QA): The QA team is another component of the QI program and is comprised of licensed clinicians who conduct a variety of reviews, audits, trainings, and other quality assurance functions for both County-operated and County-contracted programs. The team also includes analyst support to develop reports used to track and trend data that allows a focus on quality improvement activities.

Management Information Systems: This team provides data management, and systems support to SDCBHS client management information system users, including but not limited to service providers, administrative and support staff, and BHS staff. They also manage the administrative functions of the management information systems, including system development activities and promotions testing.

Health Plan Administration: The Health Plan Administration (HPA) Team manages key ongoing and emerging responsibilities for the Specialty Mental Health Plan and the Drug Medi-Cal Organized Delivery System. The team develops, coordinates, and maintains SDCBHS policies, processes, and controls to ensure compliance with federal and state regulations.

HPA provides both strategic direction and operational support for major Health Plan functions, including partnering with internal and external stakeholders on initiatives such as CalAIM. The team reviews, analyzes, and coordinates department-wide efforts to implement new or updated state policies and regulations, including work that intersects with the BHS Administrative Services Organization (ASO).

Additionally, the HPA Team:

- Supports the Behavioral Health Plan's (BHP) compliance with Medi-Cal behavioral health Network Adequacy requirements by conducting policy analysis, data analysis, performance monitoring, reporting, and cross-functional coordination necessary to meet State and federal regulatory standards. The HPA Team monitors network adequacy performance; validates and analyzes data used for required DHCS submissions; identifies trends, performance gaps, and potential compliance risks; and coordinates with internal and external stakeholders to enhance data quality, reporting accuracy, and regulatory readiness. The team also reviews emerging regulatory requirements, develops internal guidance, policies, procedures, and reporting tools, and collaborates with operational partners to strengthen compliance processes, support ongoing network adequacy monitoring, and advance continuous quality improvement efforts
- Provides primary coordination for the annual External Quality Review (EQR), a state-mandated review assessing the BHP's performance related to Network Adequacy Validation (NAV) and Performance Measures Validation (PMV). HPA serves as the BHP's SME and lead coordinator for NAV activities. The HPA Team also provides primary logistical coordination for PMV activities. HPA oversees the preparation and submission of all required audit documentation and serves as the principal liaison between the external review organization and Behavioral Health Services (BHS).
- Responsible for coordinating the DHCS-required Mental Health Plan Implementation Plan by convening subject matter experts across all SDCBHS departments to gather and organize the most current and relevant information on service delivery, administrative processes, operations, and interagency partnerships. This annual planning process documents the full scope of Mental Health Plan activities and ensures the plan accurately reflects everything the County does as a Mental Health Plan.

While the responsibility is now shared among these various teams, the collective purpose of the SDCBHS QI Program is to ensure that all clients and families receive the highest quality and most cost-effective mental health, substance use, and administrative services available.

The QI Program delineates the structures and processes that will be used to monitor and evaluate the quality of mental health and substance use services provided. The QI Program encompasses the efforts of clients, family members, clinicians, mental health advocates, substance use disorder services, quality improvement staff, and other stakeholders.

The QI Program and QI Work Plan (QIWP) are based on the following values:

- Development of QI Program and QIWP objectives is completed in collaboration with clients and stakeholders.
- Client feedback is incorporated into the QI Program and QIWP objectives.
- QI Program and QIWP are mindful of those whom data represent and, therefore, integrate client feedback to improve systems and services.

The scope of the MHP QI Program is comprehensive. The various teams encompassing QI efforts monitor the services provided for safety, effectiveness, responsiveness to clients, timeliness, efficiency, and equity. Key variables related to practices and processes performed or delivered by service providers that affect the outcome of services to client and family members are measured and analyzed on a weekly, quarterly, and annual basis. Quality Assurance staff perform medical record reviews and tri-annual site reviews/Medi-Cal Certification reviews. Access times, serious incidents, results of medication monitoring, and grievances and appeals are tracked and trended. Surveys are conducted to monitor client and provider satisfaction.

The following serve as advisory components of the QI Program structure:

- Executive Quality Improvement Team (EQIT)
  The EQIT is responsible for implementing the QI Program, responding to recommendations from the Quality Review Council (QRC), and identifying and initiating quality improvement activities, as indicated. The EQIT consists of BHS Director, BHS Clinical Director, Deputy Directors, and Health Plan Operations Assistant Medical Services Administrator. This meeting is held on an ad hoc basis as needed.

- Quality Review Committee (QRC)
  The QI Program includes the QRC, which is a standing body charged with the responsibility to provide recommendations regarding the quality improvement activities for mental health and the QIWP. The QRC meets quarterly, and the members are clients or family members, as well as stakeholders, from the behavioral health and substance use health communities across all regions. The QRC provides advice and guidance to SDCBHS on developing the annual QIWP, including identification of additional methods for including clients in quality improvement activities; collection, review, interpretation, and evaluation of quality improvement activities; consideration of options for improvement based upon the report data; and recommendations for system improvement and policy changes.

The goals of the Quality Improvement Program are to:

1. Identify important practices and processes where improvement is needed to achieve excellence and conformance to standards.
2. Monitor these functions accurately.
3. Draw meaningful conclusions from the data collected using valid and reliable methods.
4. Implement useful changes to improve quality.
5. Evaluate the effectiveness of changes.
6. Communicate findings to the appropriate people.
7. Document the outcomes.

All indicators of quality, along with acceptable standards, are based on nationally and regionally established standards (when available); State, Federal, and County regulations; and/or the specific needs

of client, family members, providers, and stakeholders. Most recent priorities are the Healthcare Effectiveness Data and Information Set (HEDIS) measures that were developed by the National Committee for Quality Assurance (NCQA) and required by DHCS. SDCBHS strives to ensure compliance with DHCS' behavioral health delivery system's Behavioral Health Accountability Set (BHAS) quality enforcement program.

The QIWP is monitored and revised on an on-going basis. Additional QI activities may be added during the year based on requirements from the County or the State; recommendations by the QI Committee or other stakeholder groups, or may be based on observed patterns, trends, or single occurrences.

A formal evaluation of the QIWP is conducted annually. The evaluation includes a summary of completed and in-process quality improvement activities, results and interventions planned that would impact the process, and the need for process revisions, and modifications. Evaluation findings are used to revise the QIWP as needed.

a) Role, Structure and Function of the QRC

The role and function of the QRC is to ensure stakeholder input to the MHP's QI Program. Through participation in the QRC, San Diego County clients, family members, and providers actively contribute to the planning design and execution of the QI Program. The QRC reviews the planned QI activities, evaluates the results of QI activities, recommends policy changes, institutes needed QI actions, and ensures follow-up of QI processes.

The QRC membership includes licensed mental health professionals, consumers, and family members. New members are added as needed and submit an application to the QRC membership committee. Diversity is considered during the member selection process. The QRC meets quarterly. Minutes are kept of each meeting including the general discussion, topic findings, policy recommendations, actions proposed/taken, rationale for each decision and follow-up.

b) Relationship with Practitioners, Providers, Consumers, and Family Members

Stakeholders' and family members' concerns are actively solicited and valued as part of the QI Program. Clients, family members, and providers continue to participate in the QRC, BHAB, and stakeholder meetings such as QRC and BHAB. The results of QI activities are also reported in various venues, including but not limited to regional monthly organizational provider meetings, quarterly leadership meetings, QI trainings, the Mental Health Contractor's Association Executive meetings, and Quality Improvement Partners (QIP) meetings.

c) Delegation of QI Activities to a Separate Entity

From October 1997 through June 30, 2000, the MHP contracted with an ASO to provide Quality Improvement services. On July 1, 2000, quality improvement activities became the responsibility of the QI Unit of SDCBHS and now as of 2022 falls under the responsibility of multiple teams within SDCBHS.

F2. ANNUAL WORK PLAN

F2. Provide an assurance that within ninety (90) days after implementation, the MHP will have completed an annual work plan to include the requirements in Attachment 2, Section 2.

Within ninety (90) days after Managed Care Phase II Implementation, an annual work plan was completed and submitted to DHCS for approval.

The Quality Improvement Work Plan (QIWP) is revised annually and submitted to the DHCS. The annual QIWPs can be found on San Diego's Behavioral Health Services Technical Resource Library, section 6.1.8: Technical Resource Library (sandiegocounty.gov)Quality Improvement Work Plan FY 2025-27.pdf

F3. UTILIZATION MANAGEMENT PROGRAM

F3. Describe the MHP's Utilization Management (UM) Program. MHPs may attach supportive documentation such as organizational charts, process descriptions, and policies and procedures to satisfy any of the following required elements of this section. The description must include the UM program description of structure and process, including the following:

a) The authorization process used by the MHP, including the process by which the MHP obtains relevant information to support its authorization decisions.

b) If the MHP delegates any UM activities to a separate entity, the MHP will describe how the relationship meets DMH standards.

The MHP has policies in place for all county and contracted organizational providers regarding managing service utilization for all outpatient and case management services. The MHP has contracted with the ASO to provide utilization management functions for all FFS outpatient services, Therapeutic Behavioral Services, Crisis Residential Treatment Services, Adult Residential Treatment Services, Day Treatment Services, Intensive Home-Based Services, Therapeutic Foster Care, Long-Term Care, SUD Residential, ACT, and Inpatient Services. The role and responsibilities for the ASO monitoring utilization management activities are included in the contract between the MHP and the ASO. The MHP will continue to have oversight of utilization management activities and review them at least annually to monitor consistency of the authorization for payment procedures.

For complete details on the current Utilization Management Process, see Attachment F3.

G. BENEFICIARY PROBLEM RESOLUTION PROCESS

G1. BENFECIARY PROBLEM RESOLUTION PROCESS

G1. Beneficiary Problem Resolution Processes: Describe how the MHP will respond to beneficiary concerns regarding service-related issues in compliance with statewide requirements specified in Attachment 4.

The MHP's Beneficiary Problem Resolution Process was developed through a public planning process and is in accordance with Title 9 regulations. Written information regarding the resolution process for grievances, appeals, and State Fair Hearings is available to Medi-Cal beneficiaries at all provider sites and on the ASO's website on the Beneficiary & Families page. Providers are required to share information regarding the problem resolution process with all new beneficiaries, and annually with each continuing beneficiary. The information is posted in prominent locations at provider sites and includes the telephone numbers of the agencies contracted by the MHP to assist beneficiaries with the beneficiary problem resolution process. The beneficiaries are also encouraged to speak directly with the provider or with program management regarding any dissatisfaction during their time at the program, including issues with treatment or medication. SDCBHS' Beneficiary Problem Resolution Process and timelines are consistent with Medicaid Final Rule regulations and all relevant DHCS Behavioral Health Information Notices.

See Attachment G1 for detailed information on current processes.

G2. PROVIDER PROBLEM RESOLUTION PROCESS

G2. Provider Resolution Process: Describe how the MHP will respond to concerns from providers on any issue, including denial of payment authorization and claims processing delays, in compliance with statewide requirements specified in Attachment 5.

Providers have access to both informal problem resolution and formal appeals procedures.

INFORMAL PROBLEM RESOLUTION PROCEDURES

- **Service and Authorization-Related Problems**
  Problems may arise when there are disagreements about medical necessity, level of care placement, the intensity and frequency of treatment, and other issues related to authorizations or the care of the client. The ASO staff are responsible for authorization decisions (Care Managers, and the ASO medical director), and work to resolve disagreements with providers as expeditiously as possible. Important elements of informal problem resolution include a collaborative approach to communicating with providers along with flexible and individualized application of policies and procedures.

  The informal procedures include:

  - Negotiated resolution by authorization staff.
  - Pending authorizations while awaiting more information.
  - Mediation by supervising managers.
  - Expedited review by medical director or other physician advisor available immediately by phone.

  Negotiations may involve a mutually agreed upon level of care or a trial of an alternate level of care.

- **Claims Payment Problems**
  Claims-related problems and questions are handled by the ASO's Claims Unit, which processes claims and makes payments to providers. Claims Services Representatives are available for phone consultation about the status of the claims. Most questions can be answered immediately. Those that cannot be handled immediately usually require investigation of service authorization or further information from the provider for clarification of the claim.

PROVIDER APPEALS PROCESS: LEVELS I AND II

Should the outcome of the appropriate informal resolution procedures result in a decision that is unsatisfactory to the provider, the provider is informed about the available appeal procedures. The Title 9 appeals procedure is followed for processing provider appeals. See Attachment F3 for a description of the formal denial procedures.

- **Level I Clinical Appeal**
  Should the outcome of the review with the ASO medical director result in a decision that is not satisfactory to the provider, the provider may submit a formal appeal, known as a Level I appeal, by:

  - Submitting a written request for a review of the denial; and

  - Submitting in writing all relevant data, documents or comments that support the medical necessity of the services requested.

  This information must be filed within ninety (90) days of the date of the denial of payment letter and is reviewed by an ASO psychiatrist not involved in the original decision. A written response is sent to the provider within sixty (60) days of receipt of the appeal.

- **Level II Clinical Appeal**
  If a Level I Appeal is upheld, and the provider chooses to appeal that decision, the provider may initiate a Level II appeal. The provider is required to send a letter and documentation to support the appeal to the DHCS within thirty (30) days of receipt of the Level I appeal decision.

- **Expedited Appeal**
  In accordance with Title 9, Providers may request an expedited appeal when it has been determined by the MHP or the client's provider that taking the time for the standard appeal resolution could seriously jeopardize the client's life, health or ability to attain, maintain or regain maximum function.

H. ADMINISTRATION

H1. PROVIDER SELECTION CRITERIA

H1. Specify any practitioner provider and organizational provider selection criteria the MHP will utilize that exceed minimum state and federal criteria specified in Attachment 6.

INDIVIDUAL AND GROUP PROVIDERS

The MHP requires all individual and group practitioners to meet MHP credentialing requirements and provide verification of the required credentialing information. The MHP requires all practitioners and providers to be in good standing with the Medi-Cal program. The ASO, with oversight by the MHP, negotiates and contracts with the individual practitioners.

Individual providers must complete a credentialing application, which requires:

- A current valid license to practice as an independent mental health practitioner.
- A valid Drug Enforcement Agency certificate for physicians.
- Graduation from an accredited professional school and/or highest training program applicable to the academic degree, discipline, and licensure of the mental health practitioner.
- Verification of board certification, if appropriate.
- Work history.
- Current, adequate malpractice insurance, according to MHP policy.
- History of professional liability claims which resulted in settlements or judgments paid by or on behalf of the practitioner.
- Information from recognized monitoring organizations if the applicant has sanctions or limitations on licensure from:
    - State Board of Licensure or Certification and/or the National Practitioner Data Bank, and
    - State Board of Medical Examiners, the Federation of State Medical Boards, or appropriate state agency.
    - Regional Medicare and Medi-Cal offices.

The information collected beyond licensing and Medi-Cal status is entered into the provider database that is used for provider network development and when matching a client's service needs to an appropriate provider.

Licensed independent practitioners who wish to contract with the MHP must go through the MHP credentialing process. Individually credentialed practitioners will not require a formal site certification. However, the site must meet medical record requirements, records maintenance, and medication storage must conform to County standards. The ASO conducts periodic audits or reviews, including onsite audits or reviews, and evaluates level and quality of care, necessity, appropriateness, and timeliness of the

services provided, internal procedures for assuring quality of care, efficiency and economy, and financial records when determined necessary. Independent practitioners will be exempt from filing year-end cost reports.

The MHP actively recruits licensed practitioners who provide culturally competent services in a location and manner that meet the needs of the San Diego County Medi-Cal population.

ORGANIZATIONAL PROVIDERS

The credentialing for San Diego County Behavioral Health System organizational providers is also contracted out to the Administrative Services Organization (ASO). The information collected and reviewed aligns with that outlined in the Individual and Group Provider section above.

For most MHP organizational providers, the ASO centrally performs the credentialing and re- credentialing functions for provider staff including provider applications, primary source verification activities, and functions to comply with credentialing committee standards. Additionally, as the County's designee, they monitor related activities performed by BHS organizational contractors who have been identified as County Delegates for credentialing. Delegates have been assessed to have sufficient internal infrastructure to perform credentialing and re-credentialing functions for their own staff in accordance with current regulations, independent of the ASO,

Additionally, all County contracted organizational providers are required to adhere to background check requirements and sanctions for employee violations of any of the requirements and/or protection of confidentiality/security. The organizational providers will not be permitted to work at any BHS-funded program or to interact with any clients if found to be on any of the California Medi-Cal Suspended and Ineligible Providers Lists.

The MHP requires all organizational providers to maintain a safe facility meeting ADA requirements. Providers must store and dispense medications according to state and federal requirements and store medical records according to state and federal requirements. Medication storage and prescribing are monitored by the County pharmacy for County-operated programs. For contracted organizational providers, the medication storage review is conducted at Medi-Cal certification and re-certification site visits. Medication monitoring activities are conducted by legal entities and submitted quarterly for the MHP to review.

All providers must comply with the MHP quality management standards. Providers shall meet the MHP requirements, which include cultural competence standards, staff training requirements, patients' rights procedures according to the Patients' Rights Manual and other contractual requirements. MHP agencies are encouraged to have clients and representatives from the geographic areas served by the agency on their boards of directors and/or advisory boards.

Providers are required to have accounting and fiscal practices that meet the DHCS standards and have a head of service that meets Title 9 requirements.

Inpatient psychiatric facilities must be currently licensed by the State of California as a hospital and accredited by the Joint Commission Accreditation of Health Care Organizations. Skilled nursing facilities must be currently licensed in alignment with the California Department of Public Health (CDPH).

H2. SAMPLE BOILERPLATE

H2. Provide a statement assuring that at least thirty (30) days prior to implementation, the MHP will submit a sample boilerplate contract for each type of provider with whom the MHP intends to contract--organizational and practitioner provider(s).

The MHP contracts with organizational providers, group providers, and individual providers. A boilerplate contract for each type of service was submitted to the State Department of Mental Health (now known as DHCS) prior to implementation in 1998. See Attachment H2 for the current service template.

H3. CLAIMS METHOD AND TIMEFRAMES

H3. Describe the method and time frames to be used by the MHP to process claims and payments for: (a) practitioner, and (b) organizational providers.

METHOD: (a) and (b)

a) *FFS Individual and Group Providers may submit their claims to the MHP on an original CMS1500 Forms or via electronic claiming.*

Providers send claims to the ASO's Claims Unit. The following procedures are followed by claims processing staff:

- Claims are scanned and logged for inventory control/accountability and compliance to billing limitation (discussed below).
- Claims are checked against the State MEDS Eligibility files via the electronic health record for verification of eligibility, county of client, and appropriate AID Code. If the client does not have eligibility in the electronic health record, eligibility is verified on the state website.
- Claims that are found to be prepared accurately are processed by the computer system and checked against authorizations and computer edits. Edits include verification of County Code and Aid Code.
- Claims that do not meet authorization and/or computer edits are denied. The provider is required to submit corrected claims within 90 days from the receipt of the explanation of benefits. If the corrected claim is received after the deadline, the claim is denied, and the explanation of benefits is sent to the provider.
- Claims that meet all necessary criteria are processed for payment. Payment is made within 30 calendar days from date of receipt for 95% of all claims that meet the necessary criteria.
- A Medi-Cal Denied Claims Report is generated and reviewed on a weekly basis to determine if the claims can be resubmitted to Medi-Cal or if claims payments need to be recouped from the provider. If it is determined that Medi-Cal denied the claim in error, efforts are coordinated with the County Billing Unit.

<u>Out of County Medi-Cal Claims</u>

- In general, when claims are received for services rendered to Medi-Cal clients from counties other than San Diego are denied, providers are instructed to bill the responsible county. If there is a valid authorization in place, the claim is processed for payment. If a claim is received for an out-of-county Medi-Cal client who has an adoption assistance program, kinship guardianship assistance program or foster care related aid code, the claim is processed.

b) *Organizational Providers*

The County of San Diego Behavioral Health Services Department is responsible for management of the public behavioral health system. The Behavioral Health Services Department is responsible for management of mental health financial eligibility, billing, and reimbursement. Organizational providers are responsible for specific functions related to determining client financial eligibility, billing and collections. Information and instructions regarding billing processes can be found on the ASO's website at: Optum-Billing Manual. Providers are directed to the CalMHSA site (https://2023.calmhsa.org/) for instructions on how to complete non-financial administrative processes.

TIMEFRAMES:

Individual and Group Providers typically submit their claims to the MHP within 90 days from the date of service.

Contractor Payments
Contractors will be paid in arrears. After the month for which service has been given, the claims (invoice) will process in accordance with the contract terms.

Overpayment
In the event of overpayments, excess funds must be returned or offset against future claim payments.

Debarment, Exclusion, Suspension and Ineligibility.
If the contract's current version of the Contract Template and/or the funding source requires the invoice to include Exclusion, Debarment and Medi-Cal Eligible certification language, or other language as required by funding source, provider shall ensure the required language is included on or attached to each invoice submitted

The MHP has reviewed the Medicaid Managed Care Final Rule regulations to ensure all related processes are in compliance.

H4. CONTACT PERSON

H4. Identify a contact person who can be reached regarding any questions with this Implementation Plan.

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Behavioral Health Services
County of San Diego
O: 619-606-8734

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ATTACHMENT A4

INTERAGENCY AGREEMENTS

ATTACHMENT A4
INTERAGENCY AGREEMENTS

The current Memoranda of Understanding (MOU), Memoranda of Agreement (MOA), and other agreements with other organizations are:

Entity/Organization	Service Provided
Chula Vista Police Department	Mobile Crisis Response Team
14th &Commercial CIC, LP	Provide supportive housing related services to its clients.
15th and Commercial, L.P.	Mental Health Services Act (MHSA) housing development: 15th and Commercial
34th Street Project LLC; Townspeople; Community Research Foundation	Mental Health Services Act (MHSA) Housing and supportive services assistance.
Alliant International University	Provide students clinical and population-based educational and training experiences and observational opportunities in public health.
Antioch University, Los Angeles	Place students in approved internship/practicum within the County of San Diego, Health and Human Services Agency, Behavioral Health Services.
Antioch University, Santa Barbara	Provide behavioral health related services and education related services.
Benson Place, LP	MHSA Special Needs Housing Program
Blue Shield of California Promise Health	Joint Venture to provide care coordination across clinical settings for mental health patients who are Medi-Cal clients in the San Diego County.
Broadway Tower Associates, L.P.	Mental Health Services Act (MHSA) housing developments: Celadon
Brookman-Frazee, I, Lauren/UCSD, CASRC	Data extraction of child information
California Department of Health Care Services (DHCS)	MHSA County Performance Contract (CPC) to provide public mental health services throughout the county; #21-10107.
California Department of Health Care Services (DHCS)	Drug Medi-Cal Organized Delivery System (DMC-ODS) intergovernmental agreement (IA); State's #23-30119.
California Mental Health Services Authority (CalMHSA)	Participation Agreement - Medi-Cal Peer Support Specialist Certification Program

Entity/Organization	Service Provided
California Mental Health Services Authority (CalMHSA)	Tri-party agreement between HHSA, DSH and CalMHSA for the purchase of State Hospital Beds. 12908-San Diego County - SHP 25_27
California Mental Health Services Authority (CalMHSA)	Participation Agreement - San Diego Business Optimization Program
California Mental Health Services Authority (CalMHSA)	Purchase of State Hospital Beds.
California State University - San Bernardino	Provide placement of University students in approved internships within the County
California State University, Northridge	Allows placement of MSW students at County administration, clinics, and case management. Participants are clinical interns who are required to complete around 280-300 hours of clinical experience and will be supervised by a licensed clinician.
CARI Health	Provide behavioral health related services to its clients and provide research related services.
Carlsbad Veteran Housing L.P.	Provide supportive housing related services to its clients.
Cedar Gateway, L.P., ROEM Development Corporation	Rental Assistance and Services
Chatham University	Internship
Citronica Lemon Grove, L.P.	Mental Health Services Act (MHSA) Housing Development: Citronica One
Citronica Two, L.P.	Mental Health Services Act (MHSA) Housing Development: Citronica Two
Citronica Two	For the Development and Implementation of Supportive Services for Citronica Two.
City of San Diego (City)	To litigate the Residual Methodology Case concerning distribution of residual funds and the City may be entitled to residual funds from former redevelopment agencies.
COMM22 Family Housing, L.P.	Mental Health Services Act (MHSA) Housing Development: Paseo at COMM22
Concorde Career Colleges	Provide education and training in the health field to Edgemoor Clients
Connections Housing Downtown LP; Solari MHS	Parties are collaboratively engaging in the Development to offer housing and supportive service to households that include at least one Adult with a severe mental illness and who is also homeless or at risk of homelessness at time applied for MHSA Unit.
County of Riverside	It's Up to Us campaign collaboration
County of Riverside	County Mental Health Plans (MHP) reciprocal county placement of youth (AB 1051).

Entity/Organization	Service Provided
County of San Luis Obispo Behavioral Health	County Mental Health Plans (MHP) reciprocal county placement of youth (AB 1051).
County of Santa Barbara	Workforce Education and Training Southern Counties Regional Partnership
Department of General Services	Routine maintenance & repair of Edgemoor, SDCPH, and SPA.
Department of Public Defender	Defense Transition Unit of the PD, clinicians screen and link clients to Full-Service Partnership (FSP), Strength Based Case Management (SBCM) and outpatient services in BHS system of care.
Episcopal Community Services	East County Driving Under the Influence (DUI) Program-Revenue Agreement
Exodus Recovery, Inc.	Agreement between the County of San Diego, City of Vista, and Exodus Recovery Inc. to operate a Crisis Stabilization Unit (CSU) within the City of Vista.
Family Health Centers of San Diego Inc.	Establish a care transition pathway for SDCPH patients who require follow-up care at a FHCSD Facility
Feeding America San Diego	Edible Food Recovery from Edgemoor to Feeding San Diego per SB 1383 regulations.
Glendale Career Center	Nursing Student Clinicals
Grand Canyon Education	Edgemoor & Grand Canyon University
Greenbrier Village LP	No Place Like Home (NPLH) Housing Development: Greenbrier
Grossmont Union High School District	Provide Supervised Practice and Clinical Experience for Program Participants.
HDP Churchill, L.P.	BHS Housing MOA: MHSA - Hotel Churchill
HDP Mason Housing Corporation	Mental Health Services Act (MHSA) Housing Development: The Mason
HDP New Palace, L.P.	Mental Health Services Act (MHSA) Special Needs Housing Program (SNHP) Housing Development
HDP Quality Inn, LLC	BHS Housing MOA: SNHP - Quality Inn
HDP West Park L.P.	Providing housing services.

Entity/Organization	Service Provided
HHSA Behavioral Health Services Edgemoor DPSNF	In the event that the Crisis Recovery Units (CRU) B, C, & D, of the San Diego County Psychiatric Hospital (SDCPH) are rendered unusable for providing crisis recovery psychiatric services, Edgmoor DPSNF will be the alternate evacuation site.
HHSA Behavioral Health Services Edgemoor DPSNF	Continuity of Operations Planning (COOP) Evacuation
HHSA BHS-CYF, San Diego Youth Homeless Consortium (SDYHC)	To increase the effectiveness of the service delivery system in San Diego County for Youth experiencing or at risk of experiencing homelessness.
Housing Development Partners	Mental Health Services Act (MHSA) Housing Development: Parker-Kier
Iris at San Ysidro LP	No Place Like Home (NPLH) housing development
Ivy Valley Housing Partners, LP	Valley Senior Village is a 50-unit supportive housing development by San Diego Community Housing Corporation and National CORE, located in the City of Escondido. Of the 50 units, 24 will be made available to MHSA-eligible clients.
Marin County Behavioral Health and Recovery Services (BHRS)	County Mental Health Plans (MHP) reciprocal county placement of youth (AB 1051).
County of San Diego Department of the Medical Examiner (ME)	For the Medical Examiner to review all resident / patient deaths that take place at Edgemoor DPSNF and identify cause of death.
Mental Health Services Oversight & Accountability Commission (MHSOAC)	Mental Health Student Services Act (MHSSA) Round 4, Category 2 Universal Screening; State Contract # 24MHSOAC042.
Mental Health Systems, Inc.	North Inland Driving Under the Influence (DUI) Program - Revenue Agreement
Metropolitan Area Advisory Commission (MAAC)	South County Driving Under the Influence (DUI) Program-Revenue Agreement
Mission Cove Family I Housing, L.P.	Mental Health Services Act (MHSA) Housing Development: Mission Cove
Mt. Alifan Apartments, L.P.	SNHP Housing - Ivy Senior Apartments
National City Police Department (NCPD)	Provide a broad range of health, and social services to community residents including a broad array of trauma-informed behavioral health services based on Biopsychological and Rehabilitation.
National Community Renaissance of California	Provide eligible MHSA clients with the use of 12 supportive housing units.
National University	National University to place students in approved internships with COSD Behavioral Health Services.
NCRC NSV LP	Provide supportive housing related services to its clients.

Entity/Organization	Service Provided
New Leaf Biofuel, Inc.	Used Cooking Oil Collection
Pacifica Graduate Institute	Pacifica Graduate students receive training and supervision while volunteering at COSD MH facilities
Parkview San Marcos II, L.P.	MHSA Housing Development - Parkview
Participating Law Enforcement Agencies (LEA)	Provide a broad range of health, and social services to community residents including a broad array of trauma-informed behavioral health services based on Biopsychological and Rehabilitation (BPSR) principles.
PATH Villas El Cerrito 1 LP	Provide supportive housing related services to its clients.
Post 310 Housing San Diego L.P.	MHSA Special Needs Housing Program
Probation Dept	Intervention Services for Probation Clients as per Assembly Bill 109 (AB 109)
Public Safety Group (Fire Authority)	Provide staff-supervised, short-term sobering services to appropriate clients who are under the influence of alcohol, marijuana, or other intoxicants, do not require a higher level of care for the management of their inebriation episode.
Purdue University Global	Provide behavioral health related services and education related services to its clients.
Regents of the University of California, San Diego	Provide Nursing Trainees from UCSD with experience at the Edgemoor Hospital Distinct Part Skilled Nursing Facility (DPSNF)
Regents of the University of California, San Diego	County provide behavioral health related services to its clients and UCSD provides research related services on behalf of the San Diego Community.
Regents of the University of California, San Diego, Greenwich Drive	A collaborative arrangement to advance behavioral health within the County through coordination and delivery of comprehensive services and capability development.
San Diego Community College District	PERT coordinates with the District Attorney's Office to provide De-escalation and Crisis Management Trainings.

Entity/Organization	Service Provided
San Diego County Library (SDCL)	Library Social Worker (LSW) for Supports and services for library patrons in and around SDCL branches, including those who may be experiencing homelessness.
San Diego County Office of Education (SDCOE)	SDCOE together with Law Enforcement Agencies, CWS, SDCBHP and SDC to serve client develop new strategies based on data trends, enhance legitimate information sharing while abiding by laws, rules or regulations that define client confidentiality.
San Diego Housing Commission	To create a Moving On program that will provide Tenant Based subsidies to persons enrolled in MHSA/ACT programs who are stepping down to a lower level of care and continue to need housing subsidy.
San Diego Housing Commission	Monarch School Project Permanent Supportive Housing Services
San Diego Regional Center	Assure that the highest quality services are available for residents of San Diego County who may have mental disability and/or developmental disability.
San Diego Skilled Nursing and/or Long-Term Care Facilities	Provide mutual aid at the time of a disaster.
San Diego County Sheriff's Office	Provision of Law Enforcement Services
San Diego County Sheriff's Office	COOP Evacuation Site
San Diego County Sheriff's Office	Project In-Reach and Wellness and Mental Health In-Reach Ministry
San Diego State University Research Foundation (Campanile Dr)	K. Dickson - Adapting an ASD Executive Functioning Intervention for Implementation in Children's Mental Health Services
San Diego State University Research Foundation (Campanile Dr)	K. Dickson - Hybrid Effectiveness-Implementation Trial of an Executive Functioning Intervention for Children's Mental Health Services
San Diego State University Research Foundation	Central District Driving Under the Influence (DUI) Program-Revenue Agreement
San Diego Youth Services	Refer youth who are homeless, run away or sexually exploited to SDYS who meet criteria for admission.
San Ysidro Housing Partners, LP	Coordinate with San Ysidro Housing Partners through designated Service Provider(s), leasing of Supportive Housing units to NPLH Eligible Supportive Housing Tenants.
Santa Barbara City College	Provide supervised professional practice, training and field experience to SBCC Students.

Entity/Organization	Service Provided
SD County Superior Court, Probation Dept, DA Office, SD County Dept of the Primary Public Defender	Forensic Assistance for Stabilization and Treatment of Juvenile Offenders Program (JFAST) is made up of all partners to this MOU. The mission is to promote rehabilitation, public safety and reduce recidivism.
SDSU Research Foundation	Place interns in approved internship or educational experiences with the County where they can obtain the practical learning experiences required in the curriculum.
Sheriff's Dept	HHSA and SDSO Jail Healthcare Collaboration
Sheriff's Dept	Provide Mental Health Services at Detention Facilities
Stanislaus County Behavioral Health and Recovery Services (Stanislaus BHRS)	County Mental Health Plans (MHP) reciprocal county placement of youth (AB 1051).
Substance Use Monitoring (SUM) Program - BHS/PSG/DA	Substance Use Monitoring (SUM) Program. Data collection, testing, analysis, and reporting of drug use of adult and juvenile arrestees to HHSA-BHS, PSG, and DA regarding drug use, sales and distribution trends and activities within San Diego County.
Superior Court of California	Establish provisions of services and payments of costs of services and related matters as defined in GC sections 77003, 77212(d)(1), and Rule 10.810 of the CA Rules of Court effective 7/1/96.
Tavarua Senior Apartments, L.P.	Mental Health Services Act (MHSA) housing development: Tavarua Senior Apartments
The Regents of the University of California on behalf of the University of California	Providing program and evaluation design services, specifically for San Diego Relay: A Peer-delivered Emergency Department-based Response System for Non-fatal Overdose.
The Regents of the University of California, San Diego (Brookman-Frazee)	County provides behavioral health related services to its clients. UCSD wishes to conduct research activities in HHSA Contracted programs.
The Regents of the University of California, San Diego (UCSD)	Provide research related services on behalf of the San Diego Community.
The Regents of the University of California, San Diego (UCSD)	Research Study (Eric Granholm, Ph.D.)
The Regents of the University of California, San Diego Campus (UCSD)	Provide behavioral health related services and research.
Touro University Worldwide	Provide Touro Students with Internship Opportunities in the County of San Diego, HHSA, Behavioral Health Services.
The Trustees of the CSU on behalf of California State University San Marcos	Mobile Crisis Response Team (MCRT) services within CSUSM community.
University of California, San Diego - (CASRC)	Child and Adolescent Research Services (CASRC) Effectiveness and Implementation of a Mental Health Intervention for ASD. Brookman-Frazee

Entity/Organization	Service Provided
University of California, San Diego - Barbara L. Parry, MD, PI	Provide behavioral related services and conduct research activities in HHSA programs.
University of California, San Diego - Barton W. Palmer, Ph.D.	Loneliness in Aging with Schizophrenia
University of California, San Diego - Benjamin Han, MD MPH	Delivery HIV Prevention and Harm Reduction Interventions for Middle-aged and Older Adults within Opioid Treatment Program in San Diego County
University of California, San Diego - Benjamin Han, MD MPH	Provide behavioral health related services and provide research related services to its clients.
University of California, San Diego - Colin A. Depp, Ph. D	Research Study: Social Cognition and Self Harm, in Psychosis
University of California, San Diego - Colin A. Depp, Ph. D	Research: Reward System Dynamics and Social Connections in Mental Health Help Seeking
University of California, San Diego - Dilip V. Jeste, MD	Multi-Component Intervention for Diabetes in Adults with Schizophrenia (MIDAS). NOTE: Dr. Jeste retired. Dr. Sommerfeld is the new Principal Investigator (PI).
University of California, San Diego - Kristin Cadenhead, MD	Research for General Consent for Evaluation of Individuals to Participate in Human Subjects Research
University of California, San Diego - VA San Diego Healthcare System	Assessing Neural Networks Using EEG
University of California, San Diego - VA San Diego Healthcare System	Provide behavioral health related health related services to its clients and provide research related services on behalf of the San Diego Community.
University of Massachusetts Global	Internships
University of Phoenix	Internships
Utah State University	Dietetic Internship Program
VS Phase 1 LP	Agreement for the provision of permanent supportive housing at the Villa Serena Phase 1 MHSA Housing Development to MHSA-eligible individuals who are homeless or at risk of homelessness and have been diagnosed with a serious mental illness.
Wakeland Anita LP	Supportive housing units with Capitalized Operating Subsidy Reserve funds, as described in the COSR Agreement.

Entity/Organization	Service Provided
Wakeland Atmosphere, L.P.	Mental Health Services Act (MHSA) housing development: Atmosphere
Wakeland Santa Fe Senior LP	No Place Like Home (NPLH) housing development
Wakeland Trinity Place, L.P.	SNHP Housing - Trinity Place
Wakeland Beacon Apartments, LP	Special Needs Housing Program (SNPH) The Beacon Apartments
Walden University, LLC	Provide healthcare and comprehensive skilled nursing facility related services to its clients.
Santa Fe Senior Village LP	No Place Like Home (NPLH) Housing Development: Santa Fe Senior Village
San Diego Housing Commission	Provide behavioral health and Permanent Supportive Housing (PHS) services at SDHC's Valley Vista and Kearny Vista, Pacific Village, Abbott Wakeland and Presidio Palms sites.
San Joaquin County Behavioral Health Services (SJCBHS)	County Mental Health Plans (MHP) reciprocal county placement of youth (AB 1051).
Senior Care Action Network (SCAN) Health Plan	Mental Health Plan; care coordination of Medi-Cal clients receiving MHP services and/or DMC-ODS services.
Senior Care Action Network (SCAN) Health Plan	Drug Medi-Cal Organized Deliver System; care coordination of Medi-Cal clients receiving MHP services and/or DMC-ODS services.
Serenade 43, LP	No Place Like Home (NPLH) housing development
Sofia University	Placement agreement for clinical intern students at BHS site.
Solano County Behavioral Health	County Mental Health Plans (MHP) reciprocal county placement of youth (AB 1051).
Southwest Village Housing Partners, L.P.	No Place Like Home (NPLH) Housing Development: Southwest Village

ATTACHMENT C1

AUTHORIZATION TO SHARE CONFIDENTIAL MEMBER INFORMATION FORM

AUTHORIZATION TO SHARE CONFIDENTIAL MEMBER INFORMATION (ASCMI) FORM: NON-AB 133[1] (VERSION 2.0)

First Name	Middle Name	Last Name	Date of Birth	Medi-Cal Client Index Number (as applicable)

The "ASCMI Form: Non-AB 133" can be used to authorize data sharing for individuals residing in California who do not meet the criteria to use the ASCMI Form: AB 133. This includes all individuals that are:

1. Not enrolled in a Medi-Cal managed care plan.
2. Not receiving behavioral health services under Medi-Cal.
3. Not involved in the criminal legal system that qualify for pre-release Medi-Cal benefits.

_____ wants to help coordinate your health and social services so that you can live a healthier life. Your Care Partner may ask you to sign the Form when they need your consent to share your information with other people or organizations you are receiving care or services from. The Form is not intended to authorize the general release of your information when not required for coordinating your care. Please see below for further detail on the purpose of information sharing and who can share and receive your information.

This ASCMI Form will:

- Explain what information about you may share to help coordinate your care.
- Explain how your information may be shared and used.
- Ask for your permission to share certain types of your information. The types of information are listed in Section 1.3 of the ASCMI Form.

[1] AB 133 refers to California Assembly Bill 133.

AUTHORIZATION TO SHARE CONFIDENTIAL MEMBER INFORMATION (ASCMI) FORM: NON-AB 133 (VERSION 2.0)

First Name	Middle Name	Last Name	Date of Birth	Medi-Cal Client Index Number (as applicable)

Client Information

Client Name: _____ Date of Birth (mm/dd/yyyy): _____

Mailing Address, City/State, Zip Code[2]: _____

Residential Address, City/State, Zip Code (optional): ___ Phone Number (optional): _____E-mail Address (optional): _____

Do you give permission for your Care Partners to contact you via text or phone call? Your Care Partner may contact you to talk about your consent choices and to let you know if your consent has expired.[3] Please check the box with your choice below:

◯ Yes (Must provide phone number above)

◯ Text and phone call ◯ Text only ◯ Phone call only

◯ No

Care Partner Information

This should be completed by the Care Partner obtaining consent from the Client above to disclose their information.

Care Partner Name: _____

Organization Name: _____

National Provider Identifier (NPI) Number (as applicable): _____

Taxpayer Identification Number (TIN): _____

Phone Number: _____ Fax Number (optional): _____

Mailing Address, City/State, Zip Code: _____

[2] This can be any address where you can receive mail, including the address of a friend, shelter, or family member.

[3] This may result in charges to your cell phone.

AUTHORIZATION TO SHARE CONFIDENTIAL MEMBER INFORMATION (ASCMI) FORM: NON-AB 133 (VERSION 2.0)

First Name	Middle Name	Last Name	Date of Birth	Medi-Cal Client Index Number (as applicable)

Section 1: Overview of Sharing Your Personal Information

1.1 Purpose of Information-Sharing

Your personal information listed in Section 1.3 below may be shared for many reasons, including:

- Coordinating your care. For example, helping you schedule an appointment, helping you request housing support, or helping you find a therapist.
- Providing you with medical, dental, mental health, and substance use disorder treatment and services.
- Obtaining payment from your insurance carrier for the treatment and services provided to you.
- Connecting you to programs, services, and resources that can help improve your health and wellbeing.
- Collecting information so that _____ can help improve the care you are receiving.

1.2 Who Can Share and Receive Your Information

Care Partners may share your information. Care Partners are providers and organizations you have seen before, are seeing now, or may see in the future. These Care Partners may include:

- Health care providers, including primary care providers and mental health providers.
- Substance use disorder providers, such as opioid treatment programs and residential treatment programs.
- Community-based organizations and homeless service providers.
- Health insurance plans, including Medi-Cal managed care plans and behavioral health plans.
- County health and human services agencies.
- Qualified health information organizations.
- State health and human services agencies.

AUTHORIZATION TO SHARE CONFIDENTIAL MEMBER INFORMATION (ASCMI) FORM: NON-AB 133 (VERSION 2.0)

First Name	Middle Name	Last Name	Date of Birth	Medi-Cal Client Index Number (as applicable)

1.3 Types of Information

What types of information require your consent to share?

There are some types of information that you can choose to share or choose not to share:

- Substance use disorder information that is protected by 42 C.F.R. Part 2.
- Some mental health information.
- Intellectual and developmental disability information.
- HIV test results.
- Genetic test results.
- Housing information, including your housing status, history, and supports.

More information about each type of information listed above can be found in Section 2.1 of this Form. You can choose whether or not to give your consent to share these types of information. When you give your consent, that means you are giving your permission to share this information.

Some of your Care Partners can use and share some of your health and social services information without your consent to:

- Treat you.
- Obtain payment for services.
- Operate their organization and coordinate your care.

What types of information may be shared without your consent?

- Medical and mental health information (see exceptions below).
- Substance use disorder information that is not protected by federal law 42 C.F.R. Part 2.
- Health insurance information.

AUTHORIZATION TO SHARE CONFIDENTIAL MEMBER INFORMATION (ASCMI) FORM: NON-AB 133 (VERSION 2.0)

First Name	Middle Name	Last Name	Date of Birth	Medi-Cal Client Index Number (as applicable)

Section 2: Request for Your Permission

2.1 Special Permissions

There are six special permissions requested from you:

1. Substance Use Disorder Information
2. Housing-Related Personal Information
3. Mental Health Information
4. Intellectual and Developmental Disability Information
5. HIV Test Results
6. Genetic Test Results

Select "Yes" or "No / Does not apply to me" for each special permission

Selecting "Yes" or "No / Does not apply to me" is your choice. Even if you select "No" on the Form, it will not change your eligibility for benefits or ability to receive health care or services.

- If you select **"No / Does not apply to me"** on the Form, your Care Partners will not share the information for which you selected "No" or "Does not apply to me."
    - If you choose not to sign the Form, your Care Partners will not share the information described in this section.
- If you select **"Yes"** on the Form, your Care Partners can share important information about you that will help them coordinate your care. It will also help them to connect you more easily to other services.

AUTHORIZATION TO SHARE CONFIDENTIAL MEMBER INFORMATION (ASCMI) FORM: NON-AB 133 (VERSION 2.0)

First Name	Middle Name	Last Name	Date of Birth	Medi-Cal Client Index Number (as applicable)

1. Substance Use Disorder Information

- Some substance use information is protected by the federal law 42 C.F.R. Part 2, commonly referred to as “Part 2.” Your Care Partner treating your substance disorder can tell you if your substance use disorder information is protected by 42 C.F.R. Part 2.
- You can give your permission to share Part 2 substance use diagnosis or treatment information so that providers can treat you, obtain payment for services, operate their organization, and coordinate your care.
- When you give permission to share your Part 2 substance use information with Medi-Cal, your health plan, or another health care provider, they are allowed to share that information with other Care Partners for the same purposes stated in the bullet above. They may also share your information without your consent for other purposes that are allowed under federal and state law. They cannot share this information for civil, criminal, administrative, and legislative proceedings against you.
- Once your Part 2 substance use information has been used or shared, it may no longer be protected by Part 2 or protected in the same way it was before it was used or shared. Your Part 2 substance use information may instead be protected by other laws that protect your health information.
- You can get a list of the Care Partners that your Part 2 substance use disorder provider has shared your information with by contacting your substance use disorder providers.

Your Consent: I give permission for my substance use disorder treatment providers to share my past, present, and future substance use disorder information, including information that is protected by Part 2.

◯ Yes ◯ No / Does not apply to me

AUTHORIZATION TO SHARE CONFIDENTIAL MEMBER INFORMATION (ASCMI) FORM: NON-AB 133 (VERSION 2.0)

First Name	Middle Name	Last Name	Date of Birth	Medi-Cal Client Index Number (as applicable)

2. Housing-Related Personal Information

If you need housing services, you may be able to get help through Coordinated Entry. Coordinated Entry are local organizations that help coordinate housing services for people who need them. These organizations may need your permission to share your housing-related information with Homeless Management Information Systems and other Care Partners, such as your health care provider. These systems are used by housing organizations to provide and coordinate housing and housing support services.

Your Consent: I give my permission for my local housing provider to share personal information about me related to housing including my housing status, history, and supports with its Homeless Management Information System and other Care Partners, such as my health care provider.

◯ Yes ◯ No / Does not apply to me

3. Mental Health Information

Your consent is required to share some of your mental health information. This includes information about mental health care you may have received from providers in your community, such as treatment records, prescription details, or assessments. It may also include mental health information if you received care in a state or county hospital or mental institution, or while you were in jail.

Your Consent: I give permission for my Care Partners to share my mental health information.

◯ Yes ◯ No / Does not apply to me

AUTHORIZATION TO SHARE CONFIDENTIAL MEMBER INFORMATION (ASCMI) FORM: NON-AB 133 (VERSION 2.0)

First Name	Middle Name	Last Name	Date of Birth	Medi-Cal Client Index Number (as applicable)

4. Intellectual and Developmental Disability Information

- Your consent is required to share certain information regarding your intellectual and developmental disabilities. These are conditions that affect how a person's brain and body work. They usually start before the age of 22 and last throughout life. Intellectual disabilities can make learning, problem-solving, and daily tasks more challenging. Developmental disabilities are a broader group that can affect physical abilities, thinking, language, and behavior. Examples of intellectual and developmental disabilities include autism, Down syndrome, cerebral palsy, and epilepsy.
- People with these disabilities sometimes need more support in life, but that doesn't change a person's value, skills, or contributions to their communities. Everybody is unique and has different skills and needs. Sharing information about your intellectual and developmental disability between different agencies can mean that all your support people know more about how to help you.

Your Consent: I give permission for my Care Partners to share my intellectual and developmental disability information.

◯ Yes ◯ No / Does not apply to me

5. HIV Test Results

Your consent is required to share any HIV test results that you may have received with another Care Partner that is not directly providing you with HIV-related care.

Your Consent: I give permission for my Care Partners to share my HIV test results.

◯ Yes ◯ No / Does not apply to me

6. Genetic Test Results

Your consent is required for your health insurance plan, including Medi-Cal, to share the results of any genetic tests you may have received. Genetic test results are lab tests that are used to identify certain genetic diseases or health conditions that you may have.

Your Consent: I give permission for my Care Partners to share my genetic test results.

◯ Yes ◯ No / Does not apply to me

AUTHORIZATION TO SHARE CONFIDENTIAL MEMBER INFORMATION (ASCMI) FORM: NON-AB 133 (VERSION 2.0)

First Name	Middle Name	Last Name	Date of Birth	Medi-Cal Client Index Number (as applicable)

2.2 Your Rights

What are your rights?

You have the right to:

- Sign this Form.
- Not sign this Form.
- Receive a copy of this Form.
- Change your mind and take back your permission.

If you sign this Form, can you change your mind later?

Yes, you have the right to change your mind about sharing your information, and you may change or take back this consent at any time. To change or take back your consent, talk with your Care Partners. You can complete a new ASCMI Form with the changes you want to make.

- Any changes you want to make will happen on the day your new ASCMI Form is signed.
- Taking back your consent will not affect information that was previously shared with your consent.

AUTHORIZATION TO SHARE CONFIDENTIAL MEMBER INFORMATION (ASCMI) FORM: NON-AB 133 (VERSION 2.0)

First Name	Middle Name	Last Name	Date of Birth	Medi-Cal Client Index Number (as applicable)

2.3 Your Signature

By signing this Form, you understand and agree that:

- Your Care Partners, listed in Section 1.2 of this Form, may use and share the health and personal information you selected above for purposes described in Section 1.1 of this Form.
- You also understand that when your information is shared, federal or state law may not protect the re-sharing of that information.

How long does your consent to share your information last?

- **If you are age 18 or older**, this consent will last for one year from the date you signed the Form.
- **If you are under age 18,** your consent will last for one year from the date you signed the Form. If you turn 18, or if your guardianship changes, during this one-year period, you will need to provide new consent.
- Regardless of your age, you can change your mind and take back your consent at any time in writing using the ASCMI Revocation Form.

Your Name	Your Signature	Date (mm/dd/yyyy)
Parent/Guardian/Legal Representative Name	Parent/Guardian/Legal Representative Signature	Date (mm/dd/yyyy)

ATTACHMENT F3

UTILIZATION MANAGEMENT PROGRAM

ATTACHMENT F3
UTILIZATION MANAGEMENT PROGRAM

The County of San Diego Mental Health Plan (MHP) has delegated responsibility to the MHP's administrative services organization (ASO), to authorize fee-for-service (FFS) inpatient, day intensive and day rehabilitation services, day school services, Therapeutic Behavioral Services, Crisis Residential Treatment Services, Adult Residential Treatment Services, Intensive Home-Based Services, Therapeutic Foster Care, and FFS outpatient services.

The MHP has delegated responsibility to County-operated and County-contracted organizational providers to perform utilization management for specialty mental health Short-Doyle/Medi-Cal services, including crisis residential services, outpatient services, and case management services. Each delegated entity shall be accountable to the Behavioral Health Services (BHS) Director and shall follow the MHP's *Utilization Management* (UM) plan as noted in the Organizational Provider Operations Handbook (OPOH).

Authorization and utilization management decisions are based on medical necessity criteria delineated in Welfare & Institutions Code 14184.402 which supersedes Title 9 of the California Code of Regulations regarding medical necessity criteria for MHP reimbursement of SMHS (other than psychiatric inpatient hospital and psychiatric health facility services).

Utilization Management Activities Delegated to the ASO

Under the contract with the County of San Diego Health and Human Services Agency, Behavioral Health Services (BHS), the ASO authorizes payment for Medi-Cal FFS inpatient care, day treatment, day school services, Therapeutic Behavioral Services, Crisis Residential Treatment Services, Adult Residential Treatment Services, Intensive Home-Based Services, Therapeutic Foster Care and services delivered through the individual and group provider FFS network. Referrals for the above outlined levels of care are performed by the UM staff or the staff at the Access and Crisis Line (ACL), which is a statewide toll-free access line operated 24 hours per day, 7 days per week. Licensed care advocates obtain relevant clinical information and make authorizations. Statewide Medi-Cal medical necessity criteria are used for authorization decisions. Clients may also be referred to community support services, psycho-educational groups, and self-help groups, as appropriate.

Inpatient FFS

Licensed clinicians at the ACL as well as UM care managers are responsible for completing authorizations and concurrent review of Medi-Cal acute inpatient services. Clinical information obtained during the review process contains, at a minimum, information that justifies care based on the statewide Medical Necessity Guidelines. Emergency services do not require pre-authorization; however, providers are required to notify the ASO within 24 hours of admission. Requests for referral and/or authorization for reimbursement of services for urgent conditions are prioritized so that the turnaround time for authorization meets the statewide timeline of within one hour of the request.

Authorizations for administrative days are based on Title 9 criteria and shall include clients being placed in: 1) a County-funded long-term care facility; 2) a skilled nursing facility; or 3) an adult residential treatment facility.

The ASO submits completed Treatment Authorization Requests (TAR) to the State's fiscal agent, in accordance with Title 9 requirements.

Day Treatment

Day Treatment services are administered by the ASO in accordance with Welfare & Institutions Code 14184.402.

Therapeutic Behavioral Services (TBS)

TBS services are administered by the ASO in accordance with Welfare & Institutions Code 14184.402.

Therapeutic Foster Care (TFC)

TFC services are administered by the ASO in accordance with Welfare & Institutions Code 14184.402.

Outpatient FFS Individual and Group Providers

Initial requests for services may come from clients and family, community mental health providers, County staff, primary care providers, human service agencies and others. Once a request for services is received, the ACL staff obtains relevant intake information for basic clinical risk screening. The Welfare & Institutions Code 14184.402 medical necessity criteria are used to determine appropriate referrals. The ACL staff then search for an appropriate provider based on the clinical and cultural needs identified by the caller. The electronic Client Management System allows for a search for a provider based on location, linguistic capability, and other clinical specialties. Based on the current presenting problems and clinical risk potential, the client may be referred directly to crisis response services, organizational providers, County-contracted programs, or an FFS provider for a thorough behavioral health assessment. If the client is referred to an FFS provider, the network provider may conduct an assessment session. To request additional sessions beyond the assessment, the provider must submit an Initial Outpatient Authorization Request (IOAR) form.

Utilization Management Activities Delegated to Organizational Providers

Initial Assessment

The Behavioral Health Assessment (BHA) shall be completed within clinically appropriate and generally accepted standards of practice. Documentation shall include the determination of medical necessity and recommendation for services and address all 7 required domains. *Providers shall use their clinical expertise to complete initial assessments and subsequent assessments as expeditiously as possible, in accordance with each client's clinical needs and generally accepted standards of practice. If, after completing the assessment, the clinician determines that medical necessity criteria for specialty mental health services are not met and the client is a Medi-Cal client, the client will be issued a Notice of Adverse Benefit Determination (NOABD) and his or her client rights shall be explained. In alignment with DHCS' No Wrong Door Policy (BHIN 22-011), clinically appropriate and medically necessary services are covered and reimbursable when provided prior to the determination of a diagnosis, during the assessment, or prior to determination of whether SMHS, DMC, or DMC-ODS access criteria are met, even if the assessment ultimately indicates the client does not meet the access criteria for the delivery system in which they initially sought care.

Client Plans

DHCS removed the requirement for prospectively completed, standalone client plans from SMHS, with the exception of continued requirements for Targeted Case Management, Peer Support Services, ICC, IBHS, TFC, TBS, and STRTP service lines and Medicare or Medi-Medi clients. The intent of this change is to affirm that care planning is an ongoing, interactive component of service delivery rather than a one-time event. For SMHS services, programs, or facilities for which care plan requirements remain in effect, providers must adhere to all relevant care planning requirements in state or federal law (BHIN 23-068).

Problem Lists

The Provider(s) responsible for the client's care shall create and maintain a problem list. DHCS does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, providers

shall update the problem list within a reasonable time and in accordance with generally accepted standards of practice. The problem list is a list of symptoms, conditions, diagnoses and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters or other types of service encounters as identified by the client and/or the provider within scope of practice.

For more detailed information on specific requirements for assessments, client plans and problem lists, please refer to DHCS Behavioral Health Information Notice 23-068. Information is also available on the Optum (ASO) MHP provider documents tab located here: (MHP Provider Documents (optumsandiego.com)).

Continuing Services

For services provided to a client at an organizational provider site, providers are required to follow the UM activities as outlined in the OPOH. The UM activities are reviewed by the Quality Assurance (QA) unit on an annual basis, at minimum.

Crisis Residential

Individuals may access crisis residential services by being referred from another program, or the client may walk in or self-refer. If the client is referred by another mental health program, the referring program/facility shall ensure that the following information is up to date in the client's electronic health record: the client's presenting problem; current medications; current substance use; mental status exam; DSM diagnosis; and current potential for harm. Once the client arrives at the crisis residential facility, a face-to-face assessment is completed. If the client is admitted, the Utilization Review Committee (URC) of the crisis residential services shall work with the ASO to review the case for continuing treatment. If the client is not admitted and the client is not currently receiving specialty mental health services, and is a Medi-Cal client, the crisis residential facility shall issue an NOABD to the client.

Case Management

Prior to admission to the program, each client must have a face-to-face assessment to establish medical necessity. The assessment shall be completed within 60 days of the client's first visit. If the client is admitted, the Client Plan is due within 60 days. The URC shall review all cases of clients who have received more than two years of services, and other cases identified by the QA unit. The URC may authorize up to one year of services.

NOABD (NOA)

Each delegated entity shall maintain a NOABD Log and document all actions, as applicable, as outlined in the MHP Operational Providers Operations Handbook: OPOH – Section G.

ATTACHMENT G1

BENEFICIARY PROBLEM RESOLUTION PROCESS

ATTACHMENT G1
BENEFICIARY PROBLEM RESOLUTION PROCESS

Overview of Grievance and Appeal Procedures

Consistent with the principle of a consumer driven system of care, the grievance process has been developed through a collaborative process with clients, family members, the contracted patient advocacy programs, and the County of San Diego Health and Human Services Agency, Behavioral Health Services (BHS) staff.

Consumers stress that these procedures are as important as all other behavioral health services, and that they deserve equal priority in the health care system. Consequently, the number of grievances received through this consumer-friendly process can be viewed as a reflection of the provider efficiency and integrity, and a genuine commitment to improve quality services.

The Code of Federal Regulations (42 CFR 438.400 through 42 CFR 438.424) and The California Code of Regulations (Title 9, Section 1850.205) are the basic authority for the grievance and appeal process. This process covers Medi-Cal clients and persons without Medi-Cal funds receiving Mental Health Plan (MHP) mental health services. According to the Welfare and Institution Code 10950, the State Fair Hearing process is only available to Medi-Cal clients.

Objectives of the Grievance and Appeal Policy

- To assist individuals in accessing medically necessary, high quality, trauma-informed, client-centered mental health services and education.
- To provide a formal process for independent resolution of grievances and appeals.
- To respond to client concerns in a linguistically appropriate, culturally competent, trauma informed, and timely manner.
- To be carried out in the appropriate language, with translators available.
- To protect the rights of clients during the grievance and appeal processes.
- To provide education regarding, and easy access to the grievance and appeal process through widely available informational brochures, posters, grievance and appeal forms, and self-addressed envelopes located at all provider sites.
- To educate clients, families, and staff about the grievance and appeal process.

Definitions

Adverse Benefit Determination: Any of the following actions taken by a Plan:

1. The denial or limited authorization of a requested service, including determinations based on the type or level of service, medical necessity, appropriateness, setting, or effectiveness of a covered benefit;
2. The reduction, suspension, or termination of a previously authorized service;
3. The denial, in whole or in part, of payment for a service;
4. The failure to provide services in a timely manner;
5. The failure to act within the required timeframes for standard resolution of grievances and appeals;
    - Required timeframes are as follows:

- If a grievance is filed with the county and the county does not get back with a written decision on the grievance within 30 days.
- If an appeal is filed with the county and the county does not get back with a written decision on the appeal within 30 days.
- If an expedited appeal is filed and did not receive a response within 72 hours

6. The denial of a client's request to dispute financial liability.

ASO: Administrative services organization contracted by the Health and Human Services Agency (HHSA) to provide Managed Care Administrative functions.

Authorization Delay Notice: When there is a delay in processing a provider's request for authorization of specialty mental health services or substance use disorder residential services. When The Plan extends the timeframes to make an authorization decision, it is a delay in processing a provider's request. This includes extensions granted at the request of the client or provider, and/or those granted when there is a need for additional information from the client or provider, when the extension is in the client's interest.

Client: A person/individual who is currently requesting or receiving specialty mental health services paid for under the County's Medi-Cal Managed Care Plan. Any individual currently receiving mental health services from County Behavioral Health Services (BHS), regardless of funding source.

Complaint: An oral or written expression of dissatisfaction or concern, from the consumer regarding mental health services provided to the consumer.

Consumer: Any individual who is currently requesting or receiving specialty mental health services regardless of the individual's funding source and/or has received such services in the past and/or the persons authorized to act on his/her behalf. (This includes family members and any other person(s) designated by the client as his/her authorized representative.)

Grievance: A written or oral expression of dissatisfaction by the client about any matter (other than an adverse benefit determination) regarding mental health services. (See Grievance Process below.)

Discrimination Grievance: When a client believes they have been unlawfully discriminated against, they have the right to file a Discrimination Grievance with the county plan, the Department's Office of Civil Rights, and the United States Department of Health and Human Services, Office for Civil Rights. San Diego County complies with all State and Federal civil rights laws. (45 CFR §§ 92.7 and 92.8; WIC§14029.91).

Patients' Rights Advocate: An advocate who is available to help consumers through the grievance and appeal process.

Grievance Process: A formal process for the purpose of hearing and attempting to resolve client concerns regarding specialty mental health services.

Medical/ Clinical Review Panel: A panel of mental health professionals qualified to provide second opinions regarding denial, reduction, or termination of services. Said professionals shall not be employed by the same party providing the first opinion or have any financial interest other than for purposes of providing these specific services.

Mental Health Plan (MHP): The County of San Diego, HHSA, Behavioral Health Services.

Notice of Adverse Benefit Determination (NOABD): Clients must receive a written NOABD when the MHP takes any of the actions described in the Adverse Benefit Determination. The MHP must give clients timely and adequate NOABD in writing, consistent with the requirements in 42 CFR 438.10, and must explain all of the following:

1. The adverse benefit determination the MHP has made or intends to make.
2. A clear and concise explanation of the reason(s) for the decision. For determinations based on medical necessity criteria, the notice must include the clinical reasons for the decision. The MHP shall explicitly state why the client's condition does not meet specialty mental health services.
3. A description of the criteria used. This includes medical necessity criteria, and any processes, strategies, or evidentiary standards used in making such determinations.
4. The client's right to be provided, upon request and free of charge; reasonable access to and copies of all documents, records, and other information relevant to the client's adverse benefit determination. Such information includes criteria to access specialty mental health and any processes, strategies, or evidentiary standards used in setting coverage limits
5. The client's right to a second opinion from a network provider, or for the BHP to arrange for the client to obtain a second opinion outside the network, at no cost to the client.

Patient Advocacy Organizations: Community based programs that provide education, information, outreach, and advocacy services, including investigation of patients' rights complaints, grievances from clients and consumers receiving outpatient, inpatient, and residential services.

Patients' Rights Advocate: The persons designated under Welfare and Institutions Code, Section 5500 et seq. to protect the rights of all recipients of specialty mental health services. The Patients' Rights Advocate shall have no direct or indirect clinical or administrative responsibility for any recipient of Medi-Cal Managed Care Services and shall have no other responsibilities that would otherwise compromise his or her ability to advocate on behalf of specialty mental health clients.

QA Unit: The Quality Assurance Unit, within County of San Diego Behavioral Health Services

›versight of the grievance and appeal process.

Second Opinion: A medical clinical individual or panel review providing a re-assessment when other specialty mental health services have been denied, reduced, or terminated.

State Fair Hearing: A formal hearing conducted by the California Department of Social Services as described in Welfare and Institutions Code, Section 10950 and Federal Regulations Subpart E, Section 431.200 et. seq. This process is available to Medi-Cal clients any time within 120 days of completion of receiving the Notice of Appeal Resolution (NAR) from the MHP (42 CFR 438.408(f)(2); MHSUDS-IN-18-010E; W&IC 10951). Clients

do not need to use the County process to request a State Fair Hearing.

Grievance Policy

The Mental Health Plan (MHP) shall establish a procedure for addressing and resolving grievances regarding specialty mental health services. Grievances registered by the direct recipient of such services and/or persons acting on his/her behalf shall be responded to in accordance with these procedures. Clients and/or their representatives may submit a grievance, file an appeal, or request a State Fair Hearing (upon the completion of the County grievance and appeal process) at any time.

- Consumer concerns shall be responded to in a linguistically appropriate, culturally competent and timely manner.
- Clients' rights and confidentiality shall be protected at all stages of the grievance process by all providers, advocates, and MHP representatives involved.
- Clients of the MHP and persons seeking services shall be informed annually of their rights to contact the patient advocacy programs at any time, for assistance in resolving a grievance at County level, or for assistance in obtaining a second opinion at no cost or requesting a State Fair Hearing.
- Clients of the MHP and persons seeking services shall be informed of the procedure for resolution of grievances. All grievance, appeal, and State Fair Hearing brochures are available on www.optumsandiego.com and from all specialty mental health organizational and fee-for-service providers. This will include information about the availability of the patient advocacy programs.
- At the client's request, a support person chosen by the client, such as family, friend or other advocate may accompany them to any meetings or hearings regarding a grievance.
- Clients and consumers shall not be subject to any discrimination, penalty, sanction, or restriction for filing a grievance. The consumer shall not be discouraged, hindered, or otherwise interfered with in seeking or attempting to register a grievance.
- The client may authorize another person or persons to act on his/her behalf as an authorized representative. Advocacy programs may request this in writing from the consumer.
- Issues identified as a result of the unsatisfactory problem resolution with the provider or grievance process shall be reviewed by the MHP for implementation of system changes when appropriate.

Grievance Procedures

Notification of Grievance Procedures

- Clients of the MHP shall be informed annually in a clear and concise way of the process for reporting and resolving grievances and appeals. This includes information on how to contact the patient advocacy programs. The information shall be available in the threshold languages and shall be discussed with the client at the point of intake to a program and annually during the provision of services. Clients will be given copies of the available grievance brochures upon request. Clients with limited English proficiency have the right to free language assistance services if so requested. The consumers are encouraged to express dissatisfaction about any matter directly with a provider or with program management. If the reason for dissatisfaction is treatment or medication, the consumers are encouraged to obtain a second opinion from another clinician on the provider's staff or through the Access and Crisis Line at (888) 724-7240.
- Grievance Exemption is when grievances are received over the telephone or in-person that are resolved to the client's satisfaction by the close of the next business day following receipt. These types of grievances are exempt from the requirement to send a written acknowledgment and disposition letter. Note: Grievances received via mail are not exempt from the requirement to send

an acknowledgment and disposition letter in writing. If a complaint is received pertaining to an Adverse Benefit Determination, as defined under 42 CFR Section 438.400, the complaint is not considered a grievance, and the exemption does not apply.

- Notices describing mental health rights, as well as the grievance and appeal procedures, shall be posted in prominent locations in public and staff areas, including waiting areas of the provider location. Brochures with this information will also be available in these areas in the threshold languages. These are also available on Optum at www.optumsandiego.com.
- Materials received from or required by The California Department of Health Care Services (DHCS), including pamphlets, posters and brochures, will be printed and made available by BHS. Grievance and Appeal forms and self-addressed stamped envelopes must be available for clients at all provider sites in a visible location, without the client having to make a written or verbal request to anyone. This includes common areas of all programs including both locked and unlocked inpatient behavioral health units.
- When the MHP denies any authorization for payment request from a provider to continue specialty mental health services to a client, the MHP must provide a Medi-Cal client with a Notice of Adverse Benefit Determination (NOABD), which informs the client of his or her right to appeal, a State Fair Hearing, and the right to call a patient advocate. The consumers are not required to wait for the NOABD before requesting an appeal.

Grievance Procedures

The County contracts with the Patient Advocacy Organizations to handle grievances about client services.

Any client of mental health services may express dissatisfaction with mental health services or their administration by filing a grievance through one of the Patient Advocacy Organizations. If the resolution determined by the provider or program management is unsatisfactory, the clients may choose to use the grievance process available through these contractors, for outpatient or inpatient services, as appropriate. A client's authorized representative may use the grievance process on behalf of the client. Grievances may be submitted orally or in writing; if necessary, the Patient Advocacy Organizations or other representatives of the client may provide assistance in filing the grievance. The nature of the problem may be an expression of dissatisfaction about any matter other than an adverse benefit determination.

A written acknowledgement of receipt of grievance is provided to the client by advocacy organization, and includes the date of receipt, as well as the name, telephone number, and address of the representative whom the client may contact about the grievance. The acknowledgement must be postmarked within five (5) calendar days of grievance receipt. Both programs will have designated advocates to provide information on the status of a client's grievance during the process. Both contractors track and monitor all grievances and send monthly logs to the BHS Quality Assurance Unit. The client may inquire about the status of the grievance at any time by calling the contractor involved.

Grievance Review

- Response to a grievance must be linguistically appropriate, culturally competent, and completed in a timely manner.
- The Patient Advocacy Organization will log the grievance within one working day of receipt and will acknowledge receipt of the grievance to client in writing. The log is to be maintained in a confidential location at the Patient Advocacy Organizations. The log content pertaining to the client shall be summarized in writing if the client requests it. The log will include the name of the client and his/her designated representative, if any, date of receipt of grievance, and nature of the problem, and the resolution. The QA Unit of the MHP shall be notified monthly of any grievance filed.
- The provider involved will be informed in writing within two (2) business days and shall be required

to cooperate with the investigation by the contractor.

- The advocate will make every effort to resolve the grievance within 30 calendar days of receipt, in accordance with Title 9 requirements.
- The contractor shall document all efforts made on behalf of the client in the client record.
- The contractor's Grievance Log will also record the final disposition of the grievance, including the date the decision is sent to the client or documentation of the reason(s) that there was not a final disposition.
- The client and/or the authorized representative shall be notified in writing of the determination and his/her right to an appeal. Medi-Cal clients shall also be notified of the right to a State Fair Hearing. If any providers were cited or otherwise involved in the grievance, they should be notified of the final disposition of that grievance.

Appeal Procedures

The appeal procedure begins when the client contacts one of the Patient Advocacy Organizations to appeal an adverse benefit determination regarding provision of services through an authorization process, including: denial or limited authorization of a requested service, including determinations based on the type or level of service, medical necessity, appropriateness, setting, or effectiveness of a covered benefit; reduction, suspension, or termination of a previously authorized service; denial of, in whole or in part, of payment for a service; failure to provide services in a timely manner; failure to act within the required timeframes of a standard resolution of grievances and appeals; or denial of a client's request to dispute financial liability.

- Federal regulations require clients to file an appeal within 60 calendar days from the date of the NOABD.
- The client may file the appeal orally or in writing. Oral appeals (excluding expedited appeals) must be followed by with a written, signed appeal. Appeals filed by the provider on behalf of the client require a written consent. The client will be provided with assistance in completing the written appeal, if requested. The date of the oral appeal begins the appeal resolution timeframe, regardless of when the follow-up, written appeal was signed.
- The Patient Advocacy Organizations, as appropriate, determine whether the appeal meets the criteria for expedited appeal and, if so, follow the expedited appeal process.
- The appeals are entered in the tracking log within one working day of receipt. The log is maintained in a confidential location at the Patient Advocacy Organizations. If the client requests to see the log, the content pertaining to the client will be summarized in writing.
- The client and the Quality Assurance unit will be notified of the receipt of the appeal within three working days.
- The appeals must be resolved within 30 calendar days from the date of the receipt of the appeal.
- A written acknowledgment of the appeal receipt must be provided to the client and must be postmarked within five (5) calendar days of receipt.
- The client must be informed of his/her right to a State Fair Hearing as he/she may not agree with the outcome of the appeal.
- A Medi-Cal client has the right to request a State Fair Hearing after receiving notice that the adverse benefit determination is upheld, and Aid Paid pending shall apply when appropriate.

- If the MHP fails to adhere to the notice and timing requirements, the client is deemed to have exhausted the MHP's appeals process and may initiate a State Fair Hearing.

Expediated Appeal Procedures

- Expedited appeals can be requested if a client or the provider certifies that the standard appeal timeline could seriously jeopardize the client's life, health or ability to attain, maintain or regain maximum function.
- When a client, or his/her designated representative, files an expedited appeal against the MHP or a provider, the appeal shall be handled expeditiously. The client may file the expedited appeal orally or in writing. Oral expedited appeals do not have to be followed up in writing. The Patient Advocacy Organizations shall acknowledge the receipt of the oral or written expedited appeal within one working day.
- When the expedited appeal has been received by the Patient Advocacy Organizations before the clients' discharge from the services, the client has the right to continue to receive services until the decision on the appeal is rendered.
- The MHP shall continue payment for the services until the MHP responds to the expedited appeal through Aid Paid pending. The provider or MHP may then take action, as appropriate, based on the appeal decision.

Expedited appeals are resolved and the client is notified orally and in writing no later than 72 hours from the date of receipt of the expedited appeal.

- A Medi-Cal client has the right to request a State Fair Hearing after receiving notice that the adverse benefit determination is upheld, and Aid Paid pending shall apply when appropriate.
- If the MHP fails to adhere to the notice and timing requirements, the client is deemed to have exhausted the MHP's appeals process and may initiate a State Fair Hearing.

State Fair Hearing

In addition to the County grievance and appeal resolution process, Medi-Cal clients may request a State Fair Hearing. A client may request a hearing any time within 120 days of completing the County's Appeal Process and only after receiving a notice that the MHP is upholding an adverse benefit determination. Clients must exhaust the MHP's appeal process prior to requesting a State Fair hearing. A client, authorized representative or Mental Health Plans may request an expedited hearing for an issue of urgency. An issue of urgency is defined by DHCS as "taking the time for a standard resolution could seriously jeopardize the enrollee's life, physical or mental health, or ability to attain, maintain, or regain maximum function." A State Fair Hearing will also be expedited if the MHP appeal was expedited.

For Standard Hearings, the MHP will notify the clients that the State must reach its decision on the hearing within 90 calendar days of the date of the request for the hearing. For Expedited Hearings, the MHP will notify the clients that the State must reach its decision on the State Fair Hearing within three (3) working days of the date of the request for the hearing. For overturned decisions, the MHP will authorize or provide the disputed services promptly and as expeditiously as the client's health condition requires, but no later than 72 hours from the date it receives notice reversing the MHP's adverse benefit determination.

A claimant may obtain an impartial review of any County mental health action at a State Fair Hearing. Hearings are conducted before an administrative law judge. The client or his/her representative may request a State Fair Hearing by calling The State Fair Hearings Division of the California Department of Social Services at (855) 795-0634 or by contacting the Patient Advocacy Organization for assistance. If TDD

is required, the client may call (800) 952-8349. The client may be self-represented or represented by an authorized third party such as legal counsel, relative, friend, or any other person.

The BHS QA Unit has a civil responsibility to represent the County. In cases where the County's ASO has denied, modified, or terminated authorization for requested services, the ASO's Medical Director will assist the BHS QA Unit in representing the County's position at a State Fair Hearing.

Process for Monitoring Grievances and Appeals

- The Patient Advocacy Organizations shall be responsible for monitoring grievances and appeals, identifying issues and making recommendations for needed system improvement to the BHS QA Unit
- On a monthly basis, by the 5th of every month for the prior month, the patient advocacy programs shall submit copies of their Grievance and Appeal Logs to BHS QA Unit for the previous month.
- The BHS QA Unit shall maintain records in the Grievance and Appeal Log submitted monthly by the Patient Advocacy Organizations. Information on the log shall include: the nature of the grievances; timelines for grievance or appeal receipt and resolution; and disposition details. The records shall also include tracking mechanisms for State Fair Hearings. An annual Managed Care Program Annual Report (MCPAR) shall be submitted to DHCS on the first business day of September of every year.

ATTACHMENT H2

SAMPLE BOILERPLATE CONTRACT

Template Instructions:

(1) ***Use Times New Roman 10.***

(2) ***# indicates instructions, notes, or where text needs to be revised. Instructions and notes are set apart from template text with [ ]. Search document for all # and change or delete text as needed. Remove all instructions, notes, #, [ ], and these template instructions. Mark deleted sections "Reserved" where needed to preserve subsequent numbering.***

(3) ***_ indicates where text should be inserted. Search document for all _ and replace with text.***

(4) Tiered Risk clause options are contained within this document with instructions. Consult with CC and DPC as needed for optimal clause choice. Remove all tiered risk instructions and non-selected clauses before distributing this template outside of the County.

(5) This template is protected attorney-client communication until tiered risk and other instructions are removed.

This agreement ("Agreement") is made and entered into effective as of the date of the last signature on the signature page by and between the County of San Diego, a political subdivision of the State of California ("County") and **[#** ***enter full corporate title, business structure (obtain from contractor - e.g. "a California corporation," "a California limited liability company," "a California public benefit corporation"), located at (complete address)]*** *("*Contractor"), with reference to the following facts:

RECITALS

A. ***[# Use this option where the Board is granting the authority to award the contract; if used, delete alternative paragraph A below.]*** The County, by action of the Board of Supervisors Minute Order No**. [#** ***Enter date and minute item number, if applicable]*** authorized the Director of Purchasing and Contracting ***[#where applicable, insert the Clerk of the Board if other than Purchasing and Contracting]***, to award a contract for **[#*insert purpose.]***

[# Use this option where the authority of the Director of Purchasing and Contracting to award the contract is derived from Administrative Code section 401; if used, delete alternative paragraph A above.] Pursuant to the San Diego County Administrative Code section 401, the County's Director of the Department of Purchasing and Contracting is authorized to award a contract for **[#*insert purpose.] [#For emergency contracts, change to "section 402 Emergency Purchases"]***

B. Contractor is specially trained and possesses certain skills, experience, education, and competency to perform these services.

C. ***[# include when contract is subject to E&E, otherwise delete and do not reserve]*** The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to section 703.10 of the County Charter**.**

D. ***[# include only if an interim contract was used, otherwise delete and do not reserve]*** County entered into an interim contract with Contractor, effective **[insert date]** to initiate this critical work, while the Agreement was being negotiated. County and Contractor finalized negotiations, resulting in this Agreement, which supersedes the interim contract.

E. The Agreement shall consist of:
- This document,
- Exhibit A Statement of Work,
- Exhibit A-1 ***[# include Contractor's offer including final revisions as Exhibit A-1 where applicable; for RFB include Exhibit A-1 RFB ### including all addenda and attachments (incorporated herein by reference)],***
- Exhibit B Insurance Requirements, and
- Exhibit C Payment Schedule ***[# or Contractor's Budget].***

F. In the event of a conflict between any provisions of this Agreement, the following order of precedence shall govern: First (1st) this document; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; and ***[# remove if not used]*** fifth (5th) Exhibit A-1.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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/

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ARTICLE 1
KEY PROVISIONS

1.1 **CONTRACTOR:** _____

1.2 **SERVICES:** _____

1.3 **AGREEMENT TERM:** The initial term of this Agreement shall begin on ____ __, 20__ and end on ____ __, 20__ ***[#optional***] for an Agreement period of ___years***/*** ("Initial Term").

[# optional alternate language for immediate start date] The initial term of this Agreement shall begin on the date of the last signature on Signature Page and end on ____ __ 20__ ***[#optional*** for an Agreement period of ___years***/*** ("Initial Term").

[# optional alternate language for one-time deliverables] This Agreement shall begin on ____ __, 20__ and end upon completion and County acceptance of all deliverables under this Agreement.

[# optional alternate language for one-time deliverables with immediate start date] This Agreement shall begin on the date of the last signature below and end upon completion and County acceptance of all deliverables under this Agreement.

1.4 **OPTION TO EXTEND:** ***[# optional]*** The County shall have the option to extend the term of this Agreement for ____ increments of ___ year(s) (each an "Option Period"), for a total of ___ years beyond the expiration of the Initial Term, not to exceed _____ __, 20__. This option shall be automatically exercised unless County notifies Contractor in writing not less than thirty (30) days prior to an Option Period that the County does not intend to extend the Agreement.

1.4.1 Options to Extend for One to Six Additional Months at End of Agreement. County shall also have the option to extend the term of this Agreement, in one or more increments, for a total of no less than one (1) and no more than six (6) calendar months ("Incremental Options"). The County may exercise each Incremental Option by providing written notice to Contractor no fewer than fifteen (15) calendar days prior to expiration of this Agreement. The rates in effect at the time an Incremental Option is exercised shall apply during the term of the Incremental Option.

1.5 **COMPENSATION:** Pursuant to Exhibit C, Article 4, and other applicable provisions of this Agreement, County agrees to pay Contractor a sum not to exceed ***[# write out amount]*** ($######) ("Maximum Agreement Amount"). [#optional] Furthermore, compensation for the Initial Term and any Option Periods shall not exceed the amounts shown for the Initial Term or that Option Period shown ***[# below/ in Exhibit C].***

Initial Term	***##/##/#### - ##/##/####***	***$_____***
First Option Period	***##/##/#### - ##/##/####***	***$_____***
Second Option Period	***##/##/#### - ##/##/####***	***$_____***
Third Option Period	***##/##/#### - ##/##/####***	***$_____***
Fourth Option Period	***##/##/#### - ##/##/####***	***$_____***

1.6 **COR:** The County designates the following individual as the Contracting Officer's Representative ("COR").

#Name and Title
#Address
#Address
#Phone and email

1.7 **CONTRACTOR'S REPRESENTATIVE:** Contractor designates the following individual as the Contractor's Representative.

#Name and Title
#Address
#Address
#Phone and email

ARTICLE 2
PERFORMANCE OF WORK

2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit A to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.

2.1.1 ***[#Tiered Risk - may be removed for consultants]*** Evaluation Studies. Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor's project.

2.1.2 ***[# include when applicable]*** Health Insurance. If Contractor provides direct services to the public under this Agreement, Contractor shall ask if clients and any minor(s) for whom clients are responsible have health insurance coverage. If the response is "no" for client or minor(s) the Contractor shall refer the client to Covered California at https://www.coveredca.com/ or to 1-800-300-1506.

2.1.3 ***[# include when applicable]*** Behavioral Health Services Funding Source Requirements. Contractor shall adhere to all Behavioral Health Services policies and requirements, and any modifications thereof, applicable to the type of work performed and funding source(s) involved. The terms of this Agreement shall take precedence over any conflicting terms in such policies and requirements, and Contractor shall promptly notify the COR upon discovery of any such conflict. Such policies and requirements can be found at https://optumsandiego.com/ and include, but are not limited to, the following:

2.1.3.1 Mental Health Services
- 2.1.3.1.1 Organizational Provider Operations Handbook (OPOH)
- 2.1.3.1.2 Financial Eligibility and Billing Procedures – Organizational Providers Manual

2.1.3.2 Substance Use Disorder Services (Alcohol and Drug Services)
- 2.1.3.2.1 Substance Use Disorder Provider Operations Handbook
- 2.1.3.2.2 Drug Medi-Cal Billing Manual

2.2 Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, training, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement. ***[# if resulting from an RFB, include the following***] To the extent not in conflict with Exhibits A and A-1, Contractor shall perform all work under this Agreement in strict conformance to its bid, included herein by this reference, unless Changed in accordance with this Agreement.

2.3 Contractor as Independent Contractor. Contractor is, for all purposes of this Agreement, an independent contractor. Neither Contractor nor any person engaged by Contractor to accomplish the work under this Agreement, including, without limitation, Contractor's and its subcontractors' employees, volunteers, officers, agents, consultants, and subcontractors ("Workforce") shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor's own means and methods of work, which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. County hereby delegates to Contractor any and all responsibility for the safety of Contractor's Workforce, which shall include inspection of property to identify potential hazards. Neither Contractor nor Contractor's Workforce shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.

2.4 Contractor's Agents and Employees or Subcontractors. ***[# optional paragraph – include when designating Key Personnel – usually for consultants]*** Contractor's duties under this Contract shall be performed on behalf of Contractor by ____ ***[#list all names]*** ("Contractor's Key Personnel"). Contractor represents and warrants that (1) Contractor's Key Personnel has fulfilled all applicable requirements of the laws of the State of California to perform the work under this Contract and has full authority to act for Contractor hereunder. Contractor's Key Personnel shall not be changed during the Term of the Contract without County's prior written consent.

Contractor shall obtain, at Contractor's expense, all Workforce required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor's Representative **[# "Key Personnel" if optional clause above used]**, or under Contractor's Representatives' **[# "Key Personnel's" if optional clause above used]** supervision, by persons authorized by law to perform such services. Retention by Contractor of any Workforce member shall be at Contractor's sole cost and expense, and County shall have no obligation to pay Contractor's Workforce to support any such person's or entity's claim against the Contractor; or to defend Contractor against any such claim.

In the event any subcontractor or consultant is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and ensuring the availability and retention of records of subcontractors and consultants in accordance with this Agreement.

2.4.1 "Related Subcontract" means an agreement to furnish, or the furnishing of, supplies, materials, equipment, or services of any kind to Contractor or any higher tier subcontractor in the performance of some or all of the work in this Agreement. Related Subcontracts includes consultant agreements, which are defined as agreements for services rendered, or the rendering of services, by persons who are members of a particular profession or possess as special skill and who are not officers or employees of the Contractor. Examples include those services acquired by Contractor or a subcontractor in order to enhance their legal, economic, financial, or technical positions. Professional and consultant services are generally acquired to obtain information, advice, opinions, alternatives, conclusions, recommendations, training, or direct assistance, such as studies, analyses, evaluations, liaison with government officials, or other forms or representation. Related Subcontracts shall not include agreements for

ancillary goods or services, or consulting services intended to support Contractor in a general manner not specific to the work performed under this Agreement. "Related Subcontractor" means an individual or entity holding or performing a Related Subcontract.

2.4.2 Required Subcontract Provisions: Contractor shall notify all Related Subcontractors of Contractor's relationship to County and include in its subcontracts all provisions necessary to ensure Contractor's and subcontractors' compliance with this Agreement. Without limiting the foregoing, Contractor shall specifically include in its Related Subcontracts, and require Related Subcontractors' compliance with, the applicable provisions of Articles 3, 7, 9, 10, 11, 12, 14, 15, 17 and 18, and section 4.6.1 of Article 4 hereunder, altered as necessary for proper identification of the contracting parties.

2.4.3 ***[# optional for Key Personnel]*** Contractor shall provide COR with copies of all Related Subcontracts entered into by Contractor within thirty (30) days after the effective date of the Related Subcontract, or within thirty (30) days of the effective date of this Agreement if such Related Subcontract is already in existence at that time.

2.4.4 County Approval: Any Related Subcontract that is in excess of fifty thousand dollars ($50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or a combination of Related Subcontracts to the same individual or firm for the Agreement period, the aggregate of which exceeds fifty thousand dollars ($50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or any Related Subcontract for professional medical or mental health services, regardless of value, must have prior concurrence of the COR.

[# alternate 2.4.4 for Key Personnel] County Approval: Any Related Subcontract with a subcontractor, or lower tier subcontractor, not listed in the SOW must have prior concurrence of the COR.

2.5 Offshore Prohibition. Except where Contractor obtains the County's prior written approval, Contractor shall perform the work of this Agreement only from or at locations within the United States. Any County approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.

2.6 Responsibility for Equipment. County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or Contractor's Workforce, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's Workforce shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify, and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.

2.6.1 Contractor shall repair or replace, at Contractor's expense, all County equipment or fixed assets that are damaged or lost as a result of the actions of Contractor or Contractor's Workforce.

2.7 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to Contractor by County, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of $5,000 or more and a normal life expectancy of more than one year without the prior written approval of COR. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition of the property. Inventory records on non-expendable property shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of the Agreement (e.g. has not been depreciated so that its value is zero), and to which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County's option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow Contractor to retain the non-expendable property provided that Contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

ARTICLE 3
DOCUMENTS AND RECORDS

3.1 Ownership, Publication, Reproduction, and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be

subject to private use, copyright, or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

3.2 Confidentiality. Contractor agrees to maintain the confidentiality of, and to take industry appropriate as well as all legally required measures to prevent the unlawful disclosure of, any information that is legally required to be kept confidential. Except as otherwise allowed by local, State, or federal law or regulation, Contractor agrees to only disclose confidential records where the holder of the privilege, whether the County, or a third party, provides written permission authorizing the disclosure. Further, any reports, records, data, or other information given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County except as may be required by law. Contractor shall not disclose to any individual or organization any reports, records, data, or other information received, prepared, or assembled by Contractor under this Agreement

3.2.1 Specific Requirements for County Confidential Information under Sections 965 through 971 of the San Diego County Code of Administrative Ordinances

3.2.1.1 Definitions. For purposes of this Section, "County Confidential Information" means, collectively, information related to any: (i) actions that an individual has the right to undertake free from undue governmental interference, discrimination, or criminalization under federal, state, or local law including, without limitation, Reproductive Healthcare Services, Gender Affirming Health Care, Gender Affirming Mental Health Care, and exercising rights under the First Amendment of the United States Constitution (collectively, "Protected Personal Activity"), and (ii) actual or perceived attributes of an individual that are safeguarded from discrimination under state law, including, without limitation, immigration or citizenship status, disability status, gender identity or expression, or transgender status, sexual orientation, race, ethnicity, national origin, or language, and/or marital or familial status (collectively, "Protected Personal Characteristics"). All capitalized terms used in this Section 3.2.1, but not defined herein, shall have the meaning assigned to such terms in Section 966 of the San Diego County Code of Administrative Ordinances.

3.2.1.2 Confidentiality. Contractor agrees to maintain County Confidential Information received or obtained pursuant to the obligations under this Contract, if any, confidential, and shall not share and/or transmit such information to any third party including, without limitation, any governmental agency, unless required to do so pursuant to federal, state, or local law or as necessary to perform the obligations of Contractor pursuant to this Contract. Contractor agrees to include these requirements in any subcontract related to the performance of this Contract. The obligation to maintain County Confidential Information confidential and private shall survive the expiration or earlier termination of this Contract.

3.2.1.3 Notice Requirement for Interactions with Federal Law Enforcement, Out-of-State Law Enforcement, or Private Parties Acting Under Color of Law Enforcement Authority ***[#Insert only in agreements to operate County facilities or to provide services directly to the public on behalf of the County from non-County facilities]*** Should Contractor receive a request from any Federal Law Enforcement Agency Personnel, Out-of-State Law Enforcement Personnel, or a Private Party Acting Under the Color of Law Enforcement Authority for assistance with any Law Enforcement Activity where the alleged criminal activity is a Protected Personal Characteristic and/or a Protected Personal Activity, Contractor shall, within five (5) business days of receipt of such request, notify COR in writing and include (i) the requesting party, (ii) a description of the request, and (iii) the County Confidential Information released, if any.

3.3 Public Records Act. The California Public Records Act ("CPRA") requires County to disclose "public records" in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Contractor or notify Contractor of the request. If County determines its response to the request without notifying Contractor, Contractor shall hold County harmless for such determination. If County notifies Contractor of the request, Contractor may request that County withhold or redact records responsive to the request by submitting to County a written request within five (5) business days after receipt of the County's notice. Contractor's request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Contractor's request, County will review the request and at its sole discretion withhold and/or redact the records identified by Contractor. Contractor shall hold County harmless for County's decision whether to withhold and/or redact pursuant to Contractor's written request. Contractor further agrees that its defense and indemnification obligations set forth in section 17.1 of this Agreement extend to any Claim (as defined in section 17.1) against the County Parties (as defined in section 17.1) arising out of County's withholding and/or redacting of records pursuant to Contractor's request. Nothing in this section shall

preclude Contractor from bringing a "reverse CPRA action" to prevent disclosure of records. Nothing in this section shall prevent the County or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State, or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.

3.4 Custody of Records. Contractor shall deliver to County or its designee, at County's request, all documentation and data related to Contractor's work under this Agreement, including, but not limited to, County data and client files held by Contractor, at no charge to County. County, at its option, may take custody of Contractor's client records upon Agreement termination, expiration, or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and federal law and that retained records shall be available to Contractor for examination and inspection in accordance with applicable law. Contractor shall destroy records not turned over to County in accordance with applicable retention requirements and this Agreement. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data for archival purposes or warranty support, and Contractor may maintain records that it is legally required to maintain.

ARTICLE 4
COMPENSATION

County will pay Contractor in accordance with Exhibit C Payment Schedule and this Article 4, for the work specified in Exhibit A Statement of Work (SOW), not to exceed the maximum compensation as set forth on signature page. Contractor shall employ and maintain an accounting and financial system to effectively monitor and control costs and assure accurate invoicing and performance under this Agreement.

4.1 General Principles. Contractor shall comply with generally accepted accounting principles, good business practices, San Diego County Code of Administrative Ordinances section 472, and the cost principles published by the federal Office of Management and Budget (OMB), including 2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS "The Uniform Guidance," which can be viewed at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. Contractor shall comply with all applicable federal, State, and other funding source requirements, ***[# optional]*** including ***[# Include specific State or other funding source requirements if applicable]*** Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as specifically stated herein to be furnished by County.

4.1.1 Fiscal Year. The County's fiscal year runs from July 1 through June 30 ("County Fiscal Year").

[# include sections 4.12 and 4.1.3 for cost reimbursement contracts]

4.1.2 Cost Allocation Plan. Contractor shall submit annually to the County a cost allocation plan in accordance with The Uniform Guidance.

4.1.3 Agreement Budget. The COR may make Administrative Adjustments to the budget as long as the total budget does not exceed the compensation specified in Article 1.

4.2 Compensation. ***[# include this paragraph for cost reimbursement contracts. Otherwise, delete this paragraph while leaving the title "4.2 Compensation." in place. Always retain 4.2.1 and following]*** For cost-reimbursement Services, the County will reimburse the actual allowable, allocable, necessary, and reasonable costs incurred in accordance with this Agreement (including the established budget), generally accepted accounting principles, good business practices, and the cost principles published by the federal Office of Management and Budget (OMB) ("Allowable Costs"). Where non-cost-reimbursement work (fixed price, labor hour, time and materials, etc.) is also provided for in this Agreement, Contractor shall be entitled to compensation as set forth below:

4.2.1 Contractor shall be entitled to compensation only upon completion and acceptance of a deliverable or portion of work as described in the Payment Schedule ("Services"). Services shall include any additional or as-needed services specified in the SOW and Pricing Schedule and pre-approved in writing by COR or authorized by County task order issued in accordance with this Agreement ("As-Needed Services").

4.2.1.1 Contractor shall be entitled to reimbursement for incidental expenses associated with any such portions of the work only when specifically allowed for in the SOW and Pricing Schedule ("Reimbursable Expenses"), and only upon completion and acceptance of the Services for which they were incurred unless earlier reimbursement is otherwise authorized under this Agreement. Compensation for Reimbursable Expenses shall be at cost.

4.2.1.2 Where travel, lodging, or meal expenses ("Travel Expenses") are allowable Reimbursable Expenses, rates must not exceed County-authorized rates set forth in San Diego County Administrative Code section 472. Should Contractor incur Travel Expenses greater than the County-authorized rates, Contractor shall not be entitled to reimbursement for the difference between the County-authorized rate for each category and the actual cost.

4.3 Invoices.

4.3.1 Contractor shall invoice ***[# monthly/quarterly/annually /etc.]*** for completed and accepted Services performed in the prior ***[# month/quarter/year/etc.]***. ***[#optional for large deliverables as an addition or alternate to periodic invoicing]*** Completed fixed-price deliverables may be invoiced upon acceptance ***[optional - define which deliverables/where authorized in writing by COR/but not more frequently than monthly, etc.]***.

4.3.1.1 ***[# include the following where invoicing is other than monthly]*** Where allowable, Contractor may invoice monthly for As-Needed Services completed and accepted within that month, or include with invoices for other completed and accepted Services.

4.3.1.2 ***[# option to allow for monthly invoicing of Reimbursable Expenses where invoicing is other than monthly]*** Contractor may invoice monthly for Reimbursable Expenses incurred within the month, or include with invoices for completed and accepted Services.

4.3.2 Contractor shall submit invoices to the COR that are completed and submitted in accordance with written COR instructions and are in compliance with all Agreement terms.

4.3.2.1 Contractor shall provide accurate invoices with sufficient detail and supporting documentation for County verification. Invoices must reference the Agreement number (and task order, if applicable), contain a detailed listing of each deliverable or portion of work, including the pay point, target, accomplishment, unit price, percentage completion, and appropriate calculations where applicable. ***[#Tiered Risk – include based upon payment type, definitive deliverables, and other risk factors]*** Invoices must include a progress report documenting the status and accomplishments of Contractor.

4.3.2.2 Contractor agrees that by submitting an invoice, Contractor certifies, under penalty of perjury under the laws of the State of California, that the deliverables and/or services invoiced were delivered and/or performed specifically for this Agreement in accordance with and compliance to all terms and conditions set forth therein.

4.3.3 Contractor requests for payment of authorized Reimbursable Expenses must be included in the invoice for the associated Services, unless previously invoiced in accordance with this Agreement.

4.3.4 ***[# include for cost reimbursement]*** Contractor invoices for Allowable Costs must be complete, containing all claimed costs for the invoiced period of performance, unless authorized in writing by COR, previously invoiced in accordance with Agreement, or otherwise specifically allowed for in this Agreement.

4.3.5 ***[# include for cost reimbursement]*** Final Fiscal Year-End Settlements. Contractor shall submit the final invoice for Services performed during each County Fiscal Year no later than the settlement date established by COR or each department, but in no event later than 60 calendar days from (i) the end of each County Fiscal Year or (ii) the expiration or termination of this Agreement. County may, in its sole discretion, choose to not process invoices for reimbursement for services performed during that County Fiscal Year after this date.

4.3.5.1 [# ***optional – include when applicable]*** The following costs will be excluded from reimbursable costs during the year-end settlement process:

4.3.5.1.1 ADS Drug Medi-Cal: Drug Medi-Cal costs that exceed the cap at the individual provider level.

4.3.5.1.2 Mental Health Services Revenue Risks: Medi-Cal costs for which the County has not received reimbursement through an approved Medi-Cal claim.

4.4 Payments. Contractor shall be entitled to payment only upon County approval of a correct and substantiated invoice. Payment terms are, unless otherwise specified by County, thirty (30) days from the later of: (i) performance of work under the Agreement entitling Contractor to payment, (ii) County receipt of a correct and substantiated invoice, and (iii) County receipt of all substantiating information. The County at its sole discretion may issue partial payment where only a portion of an invoice is correct and substantiated. Payment shall be deemed to have been made on the date that County submits electronic payment or mails a warrant or check. The County is precluded from making payments prior to receipt of services (advance payments).

4.5 Full Compensation. The compensation set forth in this Agreement shall constitute the full and complete payment for Contractor's performance of the services set forth herein. Contractor shall not be entitled to any additional payment for services rendered. Contractor shall not be entitled to any compensation, reimbursement, ancillary benefits, or other consideration for services rendered beyond that specified in Agreement.

4.6 Prompt Payment for Vendors and Subcontractors.

4.6.1 Unless otherwise set forth in this section 4.6, Contractor shall promptly pay Related Subcontractors for satisfactory performance of work required by this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County, and Contractor shall apply such payments to the payment of the Related Subcontractor(s) that performed the work.

4.6.2 If Contractor determines that any payment otherwise due such Related Subcontractor is subject to withholding in accordance with a Related Subcontract, Contractor shall:

4.6.2.1 Provide written notice to the Related Subcontractor and COR within three (3) business days of such withholding stating the amount to be withheld, the basis for the withholding, and, if applicable, the cure required of the Related Subcontractor in order to receive payment of the amounts withheld; and

4.6.2.2 Reduce the Related Subcontractor's payment by an amount not to exceed the amount specified in the notice furnished under paragraph 4.6.2.1 above.

4.6.3 Contractor shall not include in any invoice to the County amounts that the Contractor has withheld or intends to withhold from a Related Subcontractor for failure to satisfactorily perform work in a manner required by this Agreement. If such withholding determination is made after submitting an invoice to the County, Contractor shall submit to County a revised invoice omitting or crediting such amount. Contractor shall not include such amounts in any subsequent invoices unless the Related Subcontractor has cured the basis for withholding.

4.7 Partial Payment. Contractor shall be paid only for work performed in accordance with this Agreement. If Contractor fails to perform a portion of the work or fails to perform some or all of the work in accordance with this Agreement, County, at its sole discretion, may provide partial payment to Contractor to reflect the reasonable value of work properly performed.

4.8 Withholding of Payment. Without limiting any other provision of this Agreement, County may withhold payment, in whole or in part, if any of the following exist:

4.8.1 Missing Information. Contractor has not provided to County reports, data, audits, or other information required for Agreement administration, for reporting or auditing purposes, or by State, federal, or other funding source.

4.8.2 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of a substantial and material nature with respect to any information furnished to County

4.8.3 Unauthorized Actions by Contractor. Contractor took any action under this Agreement that required County approval without having first received such approval.

4.8.4 Breach. In the County's determination, Contractor is, or at the time of performance was, in breach of any of the terms of this Agreement.

4.8.5 Wage Theft. Contractor has a judgment rendered against it by the California Division of Labor Standards Enforcement (DLSE), other state labor compliance body, or the United States Department of Labor that is unsatisfied. In such event, County may withhold payment from Contractor in the amount of such unsatisfied judgment until such judgment has been discharged.

4.9 Disallowance. County may disallow payment at any time if it determines that the basis for the payment is or was not eligible for compensation under this Agreement. If County makes payment to Contractor that is later disallowed by the County, State or federal government, or other funding source, County shall be entitled to prompt recovery of funds in accordance with Article 16.

4.10 Maximum Price. During the performance period of this Agreement, the maximum price for the same or similar items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.

4.11 Overpayments. If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and County shall be entitled to prompt recovery of funds in accordance with Article 16.

4.12 Availability of Funding. The County's obligation for payment under this Agreement is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond the end of the County Fiscal Year for which funds are designated by the County. In the event that federal, State, or County funding ceases or is reduced, the County shall, in its sole discretion and without limiting any other provision of this Agreement, have the right to terminate or suspend this Agreement, or to reduce compensation and service levels proportionately.

4.13 Rate of Expense. Contractor shall control its rate of expense throughout the term of this Agreement such that it is reasonably in alignment with the progress of the Agreement, inclusive of term, achievement towards objectives, anticipated revenue, deliverables, and other applicable factors. Contractor shall provide to County, upon request, documentation sufficient to verify Contractor's compliance with such requirements.

4.13.1 Contractor shall promptly inform the COR if its rate of expense exceeds, or is anticipated to exceed, the progress of this Agreement or would result in expenses that exceed the maximum Agreement amount or budget. In no event, however, shall Contractor's invoiced amounts exceed the maximum Agreement amount or budget.

4.13.2 If the Agreement term, Initial Term, or any Option Period originates in one County Fiscal Year and ends in another County Fiscal Year, Contractor shall not exceed the amounts reasonably allocated to each of the County Fiscal Years based on the monthly budget or other rate of expense.

[# include 4.14 and following for cost reimbursement]

4.14 Revenue Sources. Federal or other funding source amounts listed in the Agreement or the budget are preliminary estimates and shall not limit the County's use of specific funding sources that vary from the preliminary estimates, provided that such payments do not exceed the total Agreement amount.

4.15 Program Income. Program Income as defined in 2 CFR §200.1 shall be administered in accordance with 2 CFR §200.307 and shall be reported at the end of the Initial Term of the Agreement and each Option Period. All use of Program Income requires written County approval.

4.15.1 Unless otherwise required by federal, State, or other funding source requirements, Program Income earned after the period of performance of this Agreement shall be utilized in support of the same or similar goals and objectives, preferably under an agreement between County and Contractor.

4.16 Incentive/Bonus/Performance Payments. Contractor shall not use any funds paid under this Agreement for employee incentive or bonus programs or structures, for employees at any level, unless such payments are within Contractor's normal compensation policy and are based upon objective measurements of performance that include compliant and ethical conduct. Contractor agrees to provide information to the County on the formula or criteria used to calculate such payments upon request.

4.17 ***[# include only for cost-reimbursement using provisional fixed rates]*** Provisional Rates. For Services using provisional rates, the County will reimburse a good faith estimate of the Allowable Costs to be incurred for the Services performed. This good faith estimate shall be based on the budgeted net unit cost for each service category, hereafter known as provisional rates, multiplied by the units provided. These provisional reimbursements will be reconciled with the actual Allowable Costs associated with the Services performed. To facilitate such reconciliation, Contractor shall submit a cost report twice annually (or more frequently upon COR request) of the actual Allowable Costs for the Services performed under the provisional rates and the total and monthly amounts overpaid or underpaid by the County to Contractor since the last reconciliation.

4.17.1 Upon County approval of each cost report, Contractor shall include in the following invoice an adjustment for underpayments or overpayments based on the reconciliation of the actual Allowable Costs with the provisional rates paid.

4.17.2 The final invoice for Services performed during each County Fiscal Year, the Initial Term, and each Option Period shall include a reconciliation of the actual Allowable Costs for Services performed under this Agreement for that County Fiscal Year, Initial Term, or Option Period.

4.17.3 Payment of such final invoices shall be withheld until after County and Contractor reconcile Contractor's actual Allowable Costs with the amounts paid from the provisional rates, if any. Overpayments and underpayments will be adjusted as instructed by the COR. If County has paid Contractor more than Contractor's actual Allowable Costs, Contractor shall refund County the excess amount in accordance with Article 16 Recovery of Funds. If Contractor's actual Allowable Costs are more than the amount paid by County, County will pay Contractor the difference, not to exceed the maximum amount of the applicable Initial Term or Option Period, as identified in the Signature Page and/or Payment Schedule, and subject to all other provisions of this Agreement.

ARTICLE 5
AGREEMENT ADMINISTRATION

5.1 The Director of the Department of Purchasing and Contracting or designated Department of Purchasing and Contracting official is the contracting officer for this Agreement ("Contracting Officer").

5.2 County's Agreement Administrator. The County has designated the individual identified in Article I as the Contracting Officer's Representative ("COR"), The COR will coordinate the County's administration of this Agreement.

5.2.1 The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required.

5.2.2 The COR is not authorized to make Changes to this Agreement, except for administrative adjustments, such as line-item budget changes or adjustments to the service requirements that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price ("Administrative Adjustments"). Each Administrative Adjustment shall be in writing and signed by COR and Contractor.

5.3 Contractor's Representative. The person identified as Contractor's Representative shall ensure that Contractor's duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor's Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor's Representative pursuant to this Agreement are unique: accordingly, Contractor's Representative shall not be changed during the Term of the Agreement without County's written

consent. County reserves the right to terminate this Agreement pursuant to section 7.1 "Termination for Default" if Contractor's Representative should leave Contractor's employ, or if, in County's judgment, the work hereunder is not being performed by Contractor's Representative.

5.4 Agreement Progress. Contractor shall promptly apprise the County of problems, if any, being experienced in completing the work under this Agreement. The Contractor shall also promptly notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement.

5.5 Agreement Progress Meeting. Upon request by either party, Contractor shall meet with the COR and/or other County personnel to review the Contractor's performance under this Agreement, with the COR or designated representative serving as meeting chair. The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement within 10 days. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6
CHANGES

6.1 Changes. Changes to this Agreement may only be made by Administrative Adjustment, Change Order, or amendment, in accordance with this Article 6. No other modification of this Agreement shall be valid.

6.1.1 Administrative Adjustment. Changes that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price of the Agreement, such as line-item budget changes or adjustments to the service requirements, ("Administrative Adjustments") may be made if in writing and signed by COR and Contractor

6.1.2 Change Order. The County may at any time, by written order, make Changes within the general scope of this Agreement ("Change Order"). If any Change Order causes an increase or decrease in the cost or time required for the performance of the work under this Agreement, an equitable adjustment shall be made to the price, delivery schedule, or both.

6.1.2.1 Contractor must assert any claim for equitable adjustment within thirty (30) days from the date of receipt by the Contractor of the Change Order; however, the Contracting Officer may receive and act upon any such claim asserted at any time prior to final payment under this Agreement where the facts justify such action. Where the cost of property made obsolete or excess as a result of a Change Order is included in the Contractor's claim for equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any equitable adjustment shall be a dispute concerning a question of fact within the meaning of Article 8 "Disputes". However, nothing in this section shall excuse the Contractor from proceeding with this Agreement as changed.

6.1.3 Amendment. The County and Contractor may modify this Agreement by written amendment signed by the Contracting Officer and Contractor.

ARTICLE 7
SUSPENSION, DELAY, AND TERMINATION

7.1 Termination for Default. In the event of Contractor's breach of this Agreement, County shall have the right to terminate this Agreement in whole or in part.

7.1.1 Prior to termination for default, Contracting Officer will send Contractor written notice specifying the default. Contractor shall have ten (10) days from issuance (unless a different time is given in the notice) to respond to the notice as directed by County to acknowledge the default or show cause as to why Contractor is not in default. Such notice may provide Contractor the opportunity to cure the default or to demonstrate progress towards curing the default. If Contractor fails to respond, or if Contractor's response is not satisfactory to the County, County may terminate this Agreement for default upon written notice from Contracting Officer.

7.1.2 If County determines that the default contributes to the curtailment of an essential service; poses an immediate threat to life, health, or property; or constitutes fraud or other serious misconduct, County may terminate this Agreement for default by written notice from the Contracting Officer without the notice described in section 7.1.1 above.

7.1.3 In the event of termination for default, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

7.1.4 If, after termination for default, it is determined for any reason that Contractor was not in default under this Agreement, the rights and obligations of the parties shall be the same as if terminated for convenience under section 7.5 "Termination for Convenience."

7.2 RESERVED

7.3 Failure to Perform. Contractor shall immediately notify the COR upon learning that it has, or that it is reasonably foreseeable that it will, fail to perform or timely perform its obligations under this Agreement for any reason, including, but not limited to, a labor dispute, emergency, epidemic, pandemic, or supply chain shortage. In such event, Contractor shall, upon request, prepare and deliver to the COR a written mitigation plan. Nothing in this section relieves the Contractor of its obligations under this Agreement.

7.4 Reduction in Funding. In the event there is a reduction of funds made available by County to Contractor under this or subsequent agreements, the County and its departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.

7.5 Termination for Convenience. The County may, by written notice from Contracting Officer, terminate this Agreement for convenience, in whole or in part, at any time. Upon receipt of such notice, Contractor shall promptly report to County all undelivered or unaccepted work performed in accordance with this Agreement prior to termination ("Incomplete Work"). Contractor may, at County's option, be required to complete some or all Incomplete Work during Disentanglement.

7.5.1 The County shall pay Contractor as full compensation for work performed and costs of termination:

7.5.1.1 The unit or pro rata price for any delivered and accepted portion of the work.

7.5.1.2 Actual and reasonable Contractor costs for Incomplete Work not mitigable or otherwise recoverable by Contractor. Such compensation shall not exceed the unit or pro rata price due to Contractor had the work been completed.

7.5.2 In no event shall the County be liable for any loss of profits or any other consequential damages.

7.5.3 County's termination of this Agreement for convenience shall not preclude it from changing the termination to a default, as set forth in section 7.1 of this Agreement, nor from taking any action in law or equity against Contractor for:

7.5.3.1 Fraud, waste, or abuse of Agreement funds, or

7.5.3.2 Improperly submitted claims, or

7.5.3.3 Any failure to perform the work in accordance with the Statement of Work, or

7.5.3.4 Any breach of any term or condition of the Agreement, or

7.5.3.5 Any actions under any warranty, express or implied, or

7.5.3.6 Any claim of professional negligence, or

7.5.3.7 Any other matter arising from or related to this Agreement, whether known, knowable, or unknown before, during, or after the date of termination.

7.6 Suspension of Work. The Contracting Officer may order Contractor, in writing, to suspend, delay, or interrupt all or part of the work of this Agreement for the period of time that the Contracting Officer determines appropriate. County reserves the right to prohibit, without prior notice, Contractor and/or Contractor's Workforce from 1) accessing County data, files, and/or electronic systems; 2) treating County's patients, clients, or facility residents; or 3) providing any other services under this Agreement.

ARTICLE 8
DISPUTES

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County's ability to refuse to pay for services rendered if County disputes the medical necessity of care.

ARTICLE 9
DISENTANGLEMENT

9.1 General Obligations. Upon the expiration or termination of all or a portion of the services provided hereunder ("Transitioning Services,"), the County may elect to have such services, substantially similar services, or follow-on services ("Disentangled Services") performed by County or one or more separate contractors ("Replacement Provider"). Contractor shall take all actions necessary to accomplish a complete and timely transition of the Disentangled Services ("Disentanglement") without any material impact on the services. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely Disentanglement. Contractor shall provide Replacement Provider with all information regarding the services and any other information needed for Disentanglement.

Contractor shall provide for the prompt and orderly conclusion of all work required under this Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly Disentanglement.

9.2 Disentanglement Process. Contractor and County shall discuss in good faith a plan for Contractor's Disentanglement that shall not lessen in any respect Contractor's Disentanglement obligations.

If County requires the provision of Transitioning Services after expiration or termination of the Agreement or Disentanglement work not otherwise required under this Agreement, for which additional compensation will be due, such services shall be compensated at: (i) the applicable rates in Agreement or a reasonable pro-rata of those prices, or (ii) if no applicable rates apply, no more than Contractor's costs. Such work must be approved in writing by County approval of a written Disentanglement plan or separately in writing and is subject to the Compensation clause on the signature page.

Contractor's obligation to provide Disentanglement services shall not cease until all Disentanglement obligations are completed to County's reasonable satisfaction, including the performance by Contractor of all Specific Obligations of Contractor. County shall not require Contractor to perform Transitioning Services beyond 12 months after expiration or termination, provided that Contractor meets all Disentanglement obligations and other obligations under Agreement.

9.3 Specific Obligations. The Disentanglement shall include the performance of the following specific obligations ("Specific Obligations"):

9.3.1 No Interruption or Adverse Impact. Contractor shall cooperate with County and Replacement Provider to ensure a smooth Disentanglement, with no interruption of or adverse impact to Disentangled Services, Transitioning Services, other work required under the Agreement, or services provided by third parties.

9.3.2 Client Authorizations. Contractor shall obtain, or use best efforts to obtain, client consents or authorizations necessary to transfer client data to Replacement Provider.

9.3.3 Leases, Licenses, and Third-Party Agreements. Contractor shall procure at no charge to County all authorizations necessary to grant Replacement Provider the use and benefit of any third-party agreements pending their conveyance or assignment to Replacement Provider.

Contractor, at its expense, shall convey or assign to Replacement Provider leases, licenses, and other third-party agreements procured under this Agreement, subject to written approval of the Replacement Provider (and County, if Replacement Provider is other than County).

Without limiting any other provision of this Agreement, Contractor shall reimburse County for any losses resulting from Contractor's failure to comply with any terms of any third-party agreements prior to the date of conveyance or assignment.

9.3.4 County Property. County non-expendable property shall be handled as set forth in section 2.7 of this Agreement.

9.3.5 Contractor Property. Contractor shall promptly remove from County's site(s) any Contractor non-expendable property when no longer needed to provide services under this Agreement.

9.3.5.1 ***[#Tiered Risk – can exclude where not likely to be needed to support continuity of services, etc.]*** Notwithstanding the above, County shall be entitled to purchase at net book value (or if none exists, at fair market value) Contractor non-expendable property used primarily for the provision of Disentangled Services to or for County, other than property expressly identified in this Agreement as being excluded.

9.3.6 Delivery of Documentation. Notwithstanding section 3.4 of this Agreement, and without limiting Contractor's obligations thereunder, Contractor shall deliver to Replacement Provider (and/or County, if Replacement Provider is other than County), all documentation and data necessary for Disentanglement.

9.3.7 Licenses to Proprietary Software. ***[#Tiered Risk - only include this paragraph in software agreements.]*** For any software programs developed for use under this Agreement, Contractor shall provide a nonexclusive,

nontransferable, fully-paid, perpetual, irrevocable, royalty-free worldwide license to the Replacement Provider (and to County, if Replacement Provider is other than County), at no charge to County, to use, copy, and modify, all software, including software not specifically developed for County under this Agreement, that would be needed in order to allow Replacement Provider to continue to perform the Disentangled Services. Contractor shall also provide Replacement Provider (and County, if Replacement Provider is other than County) with a copy of all such software, in such media as requested by County, together with object code, source code, and appropriate documentation. Contractor shall also offer to County, as appropriate, the right to receive maintenance (including all enhancements and upgrades) and support with respect to such software for so long as County requires, at the best rates Contractor is offering to other major customers for services of a similar nature and scope.

ARTICLE 10
COUNTY CONTRACTOR RESPONSIBILITIES

10.1 Subcontractor Reporting. Contractor shall provide periodic reports to the County of amounts paid under this Agreement to each Related Subcontractor, and whether each subcontractor qualifies as a Small-Local Business as defined in Board Policy B-53. Such reports shall be submitted to the COR using the "Subcontractor Data Collection Form (PC613)" located at https://www.sandiegocounty.gov/content/dam/sdc/purchasing/docs/PC613_dpc_Subcontractor_Data.xlsx or as otherwise directed by County. Reports shall be aligned with the County's Fiscal Year, with a mid-year report of data through December 31 submitted by February 15th, and a full Fiscal Year report submitted by July 15.

10.2 Small-Local Business Preference. If this Agreement resulted from a solicitation where Contractor claimed Small-Local Business status in its response per section 405 of the San Diego County Administrative Code, Contractor shall perform a commercially useful function (as that term is defined in Board Policy B-53 Small-Local Business Policy) throughout the term of this Agreement.

10.3 Small-Local Business Subcontractor Participation. If this Agreement resulted from a solicitation containing Small-Local Business Subcontractor Participation Requirements as set forth in Board Policy B-53, such requirements and Contractor's submitted forms are incorporated herein by reference to the extent not included as an exhibit to this Agreement. Contractor shall make all commercially reasonable efforts to comply with all such requirements, including meeting the Percent of Utilization on Contractor's Small-Local Subcontractor Utilization Plan. Contractor shall maintain a rate of Small-Local Business utilization throughout the term of this Agreement that is reasonably in alignment with the progress of the Agreement (e.g., term, utilization, deliverables). Contractor shall provide to County, upon request, documentation sufficient to verify Contractor's compliance with such requirements.

[#alternate first paragraph for IDIQ contracts] As this contract is an indefinite delivery/indefinite quantity contract, Small-Local Business Subcontractor Participation Requirements as set forth in Board Policy B-53 apply at the time of task order issuance, based on the value of an individual task order. The Small-Local Business Subcontractor Utilization Plan form to be completed for applicable task orders may be found at https://www.sandiegocounty.gov/content/dam/sdc/purchasing/docs/PC611_dpc_SLB_Sub_Utilization.pdf. For each task order for services exceeding $1 million in annual value, Contractor may only proceed with the work where Contractor has submitted and County has approved a Small-Local Business Utilization Plan demonstrating that Contractor: (i) will either meet or exceed a 3% Small-Local Business Subcontractor Participation Requirement or show a good faith effort to do so, or (ii) is exempt from the Small-Local Business Subcontractor Participation Requirements.

If in County's determination, Contractor is not in compliance with all Small-Local Business Subcontractor Participation Requirements, County may take corrective action, which may include (i) requiring Contractor to submit a corrective action plan acceptable to County detailing actions the Contractor will take to fulfill its requirements and/or (ii) withholding of payments to Contractor equivalent to the amount of the underutilization. Such corrective actions shall be in addition to any other remedies the County may have under this Agreement or at law or equity.

10.4 Ethical Business Standards. As a material term and condition of this Agreement, Contractor shall have an ongoing responsibility to maintain internal policies and procedures established to ensure adherence to laws, regulations, Agreement terms, promote good conduct within the organization, and mitigate any identified risks associated with non-compliance to such. Contractor shall develop and implement a program and mechanism for receiving, investigating and resolving Workforce, client, or public concerns and maintain it during the term of this Agreement. In lieu of a dedicated reporting mechanism for such concerns, Contractor may choose to utilize the County of San Diego Office of Ethics and Compliance Ethics Hotline Posters to display in common work areas. Posters may be downloaded at: http://www.sandiegocounty.gov/content/sdc/cao/oec.html.

10.4.1 ***[#Tiered Risk - optional based upon services, contract amount, funding source, payment type, etc.]*** Contractor shall train all Workforce on their program for Ethical Business Standards annually and maintain documentation of

such. Contractor shall retain this documentation in accordance with the Agreement's provision regarding retention of records

10.5 Financial Audit. ***[#Tiered Risk - optional based upon services, contract amount, funding source, payment type, etc.]*** Contractor shall annually engage an independent Certified Public Accountant licensed to perform audits and attests to conduct an annual financial audit of the organization. The results of the Financial Audit shall be provided to COR within 30 business days of completion. Contractor shall notify COR within 24 hours if notified at any time that the Financial Audit will include a disclaimer of opinion or adverse findings.

10.6 Display of Fraud Hotline Poster(s). As a material term and condition of this Agreement, Contractor shall:

10.6.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;

10.6.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: http://www.sandiegocounty.gov/content/sdc/cao/oec.html. Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;

10.6.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster.

10.7 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for contracted programs identified in this Agreement. Copies of publicity materials related to contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty-four (24) hours in advance of all locally generated press releases and media events regarding contracted services identified in this Agreement. Alcohol and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding contracted services identified in this Agreement.

10.8 Drug and Alcohol-Free Work Environment. The County of San Diego, in recognition of its responsibility to provide a safe, healthy, and productive work environment has adopted a requirement for a work environment not adversely affected or impaired in any way by the use or presence of alcohol or drugs in Board Policy C-25 County of San Diego Drug and Alcohol Use Policy.

10.8.1 As a material condition of this Agreement, Contractor agrees that Contractor and Contractor's Workforce, while performing services or using County equipment pursuant to Agreement:

10.8.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.

10.8.1.2 Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.

10.8.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person.

10.9 Critical Incidents. Contractor shall have written plans or protocols and provide Workforce training for handling critical incidents involving: external or internal instances of violence or threat of violence directed toward staff or clients; loss, theft or unlawful accessing of confidential client, patient or facility resident information; fraud, waste and/or abuse of Agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 "Drug and Alcohol Use Policy" while performing under this Agreement. Contractor shall report all such incidents to the COR within one business day of their occurrence. Contractor must also adhere to any and all timelines and processes contained in Article 14.

10.10 Responsiveness to Community Concerns. Contractor shall take appropriate steps to acknowledge receipt of complaint(s) from individuals or organizations and to address or resolve all complaints. Contractor shall notify County within one business day of receipt of any material complaints submitted to Contractor orally or in writing related to Contractor's performance of work under this Agreement, unless prohibited by applicable State, federal, or local law. Material complaints include, but are not limited to, those involving issues of abuse, quality of care**,** safety, or security; but do not include routine or minor concerns that may be raised in the normal course of business. Contractor shall promptly notify the County of the status and disposition of all material complaints and provide additional information or documentation upon request. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property, or business as approved, permitted or licensed by the applicable authority.

10.11 Criminal Background Check Requirements. ***[#Tiered Risk – May remove based on risk factors including whether Contractor will not be interacting with County employees in workspaces, clients, public, etc. and will or will not accessing sensitive data or systems. e.g. Contract is for the delivery of standard goods through commercial carrier.]*** Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any Workforce member who will be providing any services, accessing County or client data, or receiving compensation under this

Agreement. Background checks shall be in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. Contractor must also adhere to the requirements contained in Article 14, if any, and in section 12.8 Fair Chance Ordinance.

10.11.1 Contractor shall have a documented process for reviewing the information to determine if criminal history demonstrates behavior that could create an increased risk of harm to clients or risk to services performed under Agreement. Contractor shall document review of findings and consideration of criminal history in the selection of Workforce members.

10.11.2 Contractor shall utilize a subsequent arrest notification service or perform a criminal background check annually during the term of this Agreement for any Workforce member providing any services under this Agreement.

10.11.3 Contractor shall maintain documentation of its review and consideration of the criminal history of its Workforce in accordance with section 15.4 "Availability of Records."

10.11.4 For any Workforce members who will be assigned to sensitive positions funded by this Agreement, background checks and determinations shall be in compliance with Board of Supervisors Policy C-28. Sensitive positions are defined as those who are in direct contact with children under the age of eighteen.

10.12 Due Process and Safety in County Facilities. Contractor shall comply with requirements under sections 965 through 971 of the San Diego County Code of Administrative Ordinances.

10.12.1 Definitions. For purposes of Sections 10.12.2 through 10.2.4 of this Agreement, all capitalized terms shall have the meaning assigned to such terms in Section 966 of the San Diego County Code of Administrative Ordinances.

10.12.2 Prohibition on Access for Federal Law Enforcement, Out-of-State Law Enforcement, and Private Parties Acting Under Color of Law Enforcement Authority. Contractor shall not provide access to any Non-Public Area of a County Facility, or facility where Contractor provides services to the public on behalf of the County, to any Federal Law Enforcement Agency Personnel, Out-of-State Law Enforcement Personnel, or a Private Party Acting Under the Color of Law Enforcement Authority for the purpose of carrying out Law Enforcement Activities where the alleged criminal activity is a Protected Personal Characteristic and/or a Protected Personal Activity ("Facility Access"), except as expressly permitted pursuant to Section 967 of the San Diego County Code of Administrative Ordinances.

10.12.3 Notice of Facility Access. Contractor shall provide the COR with notice within two (2) hours of any Facility Access, as defined in Section 10.2.2.

10.12.4 Signage Requirements. ***[#Insert only in agreements to operate County facilities or to provide services directly to the public on behalf of the County from non-County facilities]*** Contractor shall display signage at each public entrance of the County Facility or facility where Contractor provides services to the public on behalf of the County, consistent with the requirements for signage to be posted at County Facilities as set forth in Section 970 of the San Diego County Code of Administrative Ordinances.

10.13 Use of Artificial Intelligence. Contractor shall comply with Board Policy A-140, Artificial Intelligence Board Policy. Without limiting the foregoing, Contractor shall disclose any artificial intelligence (AI) functionality (as defined in Board Policy) embedded in products or services provided under this Agreement and ensure that all AI systems are used in accordance with County standards for security, privacy, and ethical practices. Contractor shall implement human oversight for any AI-generated outputs to be used in the County's official capacity and maintain transparency by clearly attributing AI-generated content. Contractor shall support the retrieval and export of prompts, outputs, and training details upon County request. Contractor shall not use AI systems for prohibited purposes, including fully automated decisions without meaningful human oversight, covert tracking, social scoring, or behavioral manipulation. The County reserves the right to inspect AI system usage and require modifications or cessation of use if compliance risks are identified. Any changes to AI functionality or features during the term of this Agreement shall be in compliance with this clause and be reported in writing to the Contracting Officer's Representative prior to implementation.

10.14 Board of Supervisors' Policies. Contractor represents that it is familiar with and shall use its best efforts to comply with the applicable policies of the Board of Supervisors, available on the County of San Diego website at https://www.sandiegocounty.gov/content/sdc/cob/policy.html.
[# reference specific policies applicable to this procurement in the SOW.]

ARTICLE 11
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

11.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with

the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical, and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.

11.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict-of-interest restrictions imposed on public officials by Government Code section 1090 et seq.

11.2 Conduct of Contractor.

11.2.1 Contractor shall inform the County of all Contractor's interests, if any, that are, or that Contractor believes to be, incompatible with any interests of the County.

11.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.

11.2.3 Contractor shall not use for personal gain or make other improper use of confidential information acquired in connection with this Agreement. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.

11.2.4 Neither Contractor, nor any member of its Workforce shall offer, directly or indirectly, any gift, gratuity, favor, entertainment, or other item(s) of monetary value that would be considered unlawful per federal, State or local regulations to an employee or official of the County.

11.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.

11.3 Prohibited Agreements. As required by section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of section 67, and that Contractor is not, and will not subcontract with, any of the following:

11.3.1 Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;

11.3.2 Profit-making firms or businesses in which employees described in sub-section 11.3.1 above, serve as officers, principals, partners, or major shareholders;

11.3.3 Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and

11.3.4 Profit-making firms or businesses, in which the former employees described in sub-section 11.3.3 above, serve as officers, principals, partners, or major shareholders.

11.4 Prohibited Subcontracts. Per Board Policy A-79, if Contractor is a non-profit corporation, Contractor shall not subcontract any work under this Agreement with a related for-profit subcontractor where an interlocking directorate, management, or ownership relationship exists, unless specifically authorized by the Board of Supervisors.

11.5 Limitation of Future Agreements or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with the County to the manner described below. Except as specifically provided in this section, Contractor shall be free to compete for business on an equal basis with other companies.

11.5.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County agreement. It is further agreed, however, that

County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.

11.6 Duplication of Payments. Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work except where expressly provided for in this Agreement and where no duplication of payment results.

ARTICLE 12
COMPLIANCE WITH LAWS AND REGULATIONS

12.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.

12.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its Workforce to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.

12.3 Equal Opportunity. Contractor shall comply with federal and State equal employment opportunity laws, including, but not limited to, the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.

12.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet website (www.sandiegocounty.gov).

12.5 Non-Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d), section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-e), the Age Discrimination Act of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (section 11135, et seq.) of the California Government Code, Title 9, Division 4, Chapter 6 (section 10800, et seq.) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.

12.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, section 32.803, of the San Diego County Code of Regulatory Ordinances.

12.7 American with Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations, and telecommunications services in compliance with the Americans with Disabilities Act (ADA), the California Fair Employment and Housing Act (FEHA), and California Administrative Code Title 24.

12.8 County Fair Chance Ordinance. Contractor must comply with the San Diego County Fair Chance Ordinance (San Diego County Code of Regulatory Ordinances section 21.2701 et seq.) regardless of whether Contractor meets the statutory definition of an Employer under San Diego County Code of Regulatory Ordinances section 21.2702(i). Any violation by Contractor of the Fair Chance Ordinance shall constitute a material breach of this Agreement.

12.9 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or

allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

12.10 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County (including sections 23.101, et seq. of the County Code of Regulatory Ordinances) and to assure that its Workforce complies before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.

12.11 Religious Activity Prohibited. There shall be no religious worship, instructions, or proselytization as part of or in connection with the performance of this Agreement.

12.12 Zero Tolerance for Fraudulent Conduct in County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by contractors in connection with their performance under the Agreement, said contractor shall be subject to corrective action up to and including termination of the Agreement

12.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 2) (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.

12.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees, and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state, or local laws or ordinances, rules, decrees, orders, regulations, or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Contractor with respect to any third person under any Environmental Laws.

12.15 Clean Air Act and Federal Water Pollution Control Act.

12.15.1 Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, (42 U.S.C. §§ 7401 et seq.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §§ 1251 et seq.). Contractor shall report each violation to the USDA and the appropriate EPA Regional Office as required.

12.16 Debarment, Exclusion, Suspension, and Ineligibility.

12.16.1 Contractor certifies that, to the best of its knowledge, and except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor and members of its Workforce:

12.16.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency;

12.16.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State,

or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;

12.16.1.3 Are not presently indicted or otherwise criminally, civilly, or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above;

12.16.1.4 Are not presently the target or subject of any investigation, accusation, or charge related to the conduct of business by any federal, state, or local agency or law enforcement, licensing, certification, labor standards, occupational safety, ethics, or compliance body;

12.16.1.5 Are not proposed for debarment by any state, local, or federal department or agency;

12.16.1.6 Do not have a judgment rendered against them by a body described in section 12.16.1.4 that is unsatisfied; and

12.16.1.7 Have not within a three (3) year period preceding this Agreement (i) been found in violation or had a judgment rendered against them resulting from the type of investigation, accusation, or charge described in section 12.16.1.4 or (ii) had one or more public transactions (federal, state, or local) terminated for cause or default.

12.16.2 Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this section 12.16 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.

12.17 False Claims Act Training. ***[#Tiered Risk - Include based upon services, contract amount, funding source, payment type, etc.]*** Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729, et seq. or successor statutes) and State False Claims Act (California Government Code 12650, et seq. or successor statutes) to all members of its Workforce providing services under this Agreement. Contractor shall maintain verification of this training and shall retain verifications in accordance with the Agreement requirement for retention of records.

12.18 Prevailing Wage. ***[# include when applicable]*** Work to be performed by Contractor in accordance with this Agreement is a "public work" under Labor Code section 1720, et seq. and is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. If Contractor will receive federal funds, this Agreement may also be subject to the payment of prevailing wages pursuant to the Davis-Bacon Act, 40 USC § 3141 et seq., and other federal laws. It is the sole responsibility of Contractor to ensure that all workers who perform work pursuant to this Agreement are paid the correct rate of prevailing wages. Contractor waives and releases any rights it may have under Labor Code section 1726 and 1781 to seek recovery of costs from the County. When working on a federally funded project, Contractor shall ensure that all workers entitled to the payment of prevailing wages receive the higher of the applicable State or federal prevailing wage.

County has obtained from the Director of the California Department of Industrial Relations general prevailing wage determinations for the locality in which work is being performed. These determinations are on file and available in the Department of Purchasing and Contracting, 5560 Overland Avenue, Suite 270, San Diego, CA 92123, and are available from the Department of Industrial Relations on the internet at www.dir.ca.gov. Federal prevailing wage rates are available from the U.S. Department of Labor on the internet at www.access.gpo.gov.

Contractor acknowledges that because portions of the work to be performed by Contractor may be subject to the payment of State and federal prevailing wages, certain requirements must be included in this Agreement. Contractor certifies that it is generally aware of State and federal prevailing wage requirements and shall be bound by these requirements to the extent applicable to the work performed, including, but not limited to, the following:

12.18.1 If a worker is paid less than the prevailing wage rate owed for a day or portion of a day, Contractor shall pay the worker the difference between the prevailing wage rate and the amount actually paid as specified in Labor Code section 1775;

12.18.2 Contractor shall maintain and make available payroll and worker records in accordance with Labor Code sections 1771.4(a)(3), 1776 and 1812;

12.18.3 If apprentices are employed on the project, Contractor shall ensure compliance with Labor Code section 1777.5;

12.18.4 Contractor is aware of the limitations imposed on overtime work by Labor Code section 1810, et seq. and shall be responsible for any penalties levied in accordance with Labor Code section 1813 for failing to pay required overtime wages;

12.18.5 Contractor shall be bound by each of the stipulations set forth at 40 USC § 3142(c), including the obligations to a) pay all laborers or mechanics employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at the time of payment, computed at the required wage rate; b) post the applicable prevailing wage scale in a prominent and accessible place at the work site; and c) agree that there may be withheld from accrued payments funds necessary to ensure workers are paid the required wage rate;

12.18.6 In accordance with 40 USC § 3143, all or part of this Agreement may be terminated for failure to pay the required prevailing rate of wages;

12.18.7 In accordance with 8 Cal. Code Reg. section 16451(d), the applicable prevailing wage determinations shall be posted at each job site and Contractor will be responsible for posting the notice required by 8 Cal. Code Reg. section 16451(d) at each job site. Posters are available on the CMU website, at the Division of Labor Standards Enforcement District Offices or by emailing a request to CMU@dir.ca.gov; and

12.18.8 Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1 pertaining to the registration of contractors pursuant to Labor Code section 1725.5. Registration and all related requirements of those sections must be maintained throughout the term of this Agreement. This project is a "public work" in accordance with Labor Code §1720, et seq. It is the sole responsibility of the Contractor to ensure that all workers employed in the execution of the Agreement are paid the correct prevailing rate of wages. The County has obtained from the director of the Department of Industrial Relations general prevailing wage determinations for the locality in which the work is to be performed. The determinations are on file and available in the County of San Diego Department of Purchasing and Contracting; 5560 Overland Ave., Ste. 270, San Diego, CA 92123-1204 and are available from the Department of Industrial Relations on the internet at http://www.dir.ca.gov/DLSR/PWD/index.htm.

ARTICLE 13
COMPLIANCE WITH FEDERAL FUNDING REQUIREMENTS

[#Article 13 is applicable only to contracts with federal funding. Reserve if no federal funding]
(RESERVED)

13.1 Audit. Contractors that expend $750,000 or more of federal grant funds per year shall have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments and the Compliance Supplement (2 CFR part 200 App. XI). Contractors that are commercial organizations (for-profit) are required to have a non-federal audit if, during its fiscal year, it expended a total of $750,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of the Compliance Supplement but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any agreement entered into with an audit firm, or notify the audit firm in writing prior to the audit firm commencing its work for Contractor, that the audit firm shall, pursuant to 31 U.S.C. 7503, and to the extent otherwise required by law, provide access by the federal government or other legally required entity to the independent auditor's working papers that were part of the independent auditor's audit of Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with the Compliance Supplement, and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.

13.2 Byrd Anti-Lobbying Amendment. In accordance with 31 U.S.C. 1352 and related regulations, (a) Contractor certifies, and shall require each lower-tier recipient (as that term is defined in 31 U.S.C. 1352) to certify to the tier above, that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any covered Federal contract, grant or any other award covered by 31 U.S.C. 1352, and (b) Contractor shall disclose, and shall require each lower-tier recipient to disclose to the tier above, any lobbying with non-Federal funds that takes place in connection with obtaining any covered Federal award.

13.3 Clean Air Act and Federal Water Pollution Control Act. For contracts exceeding $150,000, Contractor agrees that in addition to Contractor's responsibilities under section 12.15 of this Agreement, Contractor shall:

13.3.1 report each violation to the County (and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate federal agency) and the appropriate Environmental Protection Agency Regional Office; and

13.3.2 include this requirement in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

13.4 Debarment and Suspension.

13.4.1 This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

13.4.2 The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

13.4.3 This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

13.5 Contracting with Small Businesses, Minority Businesses, Women's Business Enterprises, Veteran-Owned Businesses, and Labor Surplus Area Firms. When possible, Contractor should ensure, in accordance with 2 C.F.R. § 200.321 "Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms," that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered for work under the Agreement by:

13.5.1 Including such businesses on solicitation lists;

13.5.2 Soliciting such businesses whenever they are deemed eligible as potential sources;

13.5.3 Dividing procurement transactions into separate procurements to permit maximum participation by such businesses;

13.5.4 Establishing delivery schedules that encourage participation by such businesses; and,

13.5.5 Using organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

13.6 Procurement of Recovered Materials. Contractor shall comply with 2 CFR part 200.323 and shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000. Contractor certifies that the percentage of recovered materials to be used in the performance of this Agreement will be at least the amount required by applicable specifications or other contractual requirements.

13.6.1 In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

13.6.1.1 Competitively within a timeframe providing for compliance with the contract performance schedule;

13.6.1.2 Meeting contract performance requirements; or

13.6.1.3 At a reasonable price.

13.6.2 Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

13.6.3 Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, including the following:

13.6.3.1 For contracts over $100,000 in total value, Contractor shall estimate the percentage of total material utilized for the performance of the Agreement that is recovered materials and shall provide such estimate to County upon request.

13.7 Domestic Preferences. In accordance with 2 CFR part 200.322, as appropriate and to the extent consistent with law, Contractor shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

13.7.1 "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.

13.7.2 "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13.8 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. In accordance with 2 CFR part 200.216, Contractor and its subcontractors are prohibited from expending funds under this Agreement to:

13.8.1 Procure or obtain;

13.8.2 Extend or renew a contract to procure or obtain; or

13.8.3 Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

13.8.3.1 For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

13.8.3.2 Telecommunications or video surveillance services provided by such entities or using such equipment.

13.8.3.3 Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

13.9 Contract Work Hours and Safety Standards. ***[# remove this clause unless federal funds are being used to employ mechanics or laborers]*** If mechanics or laborers are to be employed under this Agreement, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor shall not require any laborer or mechanic to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

13.10 FEMA-Required Provisions. ***[# this provision is required during emergency procurements when State/Federal assistance is likely to be requested and when spending FEMA grant funds. Remove otherwise]***

13.10.1 Access to Records. The following access to records requirements apply to this Agreement:

13.10.1.1 The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

13.10.1.2 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

13.10.1.3 The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

13.10.1.4 In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13.10.2 DHS Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

13.10.3 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Agreement. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

13.10.4 No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the Agreement.

13.10.5 Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

13.10.6 Contract Work Hours and Safety Standards Act Supplement. ***[#The following only applies to contracts in excess of $100,000 that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.]***

13.10.6.1 Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

13.10.6.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 13.10.6.1 of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 13.10.6.1 of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 13.10.6.1 of this section.

13.10.6.3 Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 13.10.6.2 of this section.

13.10.6.4 Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 13.10.6.1 through 13.10.6.4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 13.10.6.1 through 13.10.6.4 of this section.

ARTICLE 14
(RESERVED)
[# or insert applicable information privacy and security provisions]

ARTICLE 15
MONITORING, AUDIT, AND INVESTIGATION

15.1 Monitoring, Audit, and Investigation.

15.1.1 Authorized federal, State and County representatives and their designated inspectors shall each have the following rights:

15.1.1.1 to monitor, assess, and evaluate Contractor's performance under this Agreement;

15.1.1.2 to conduct monitoring, audits, and investigations of documentation and data, and interviews of staff and participants involved with the services provided under this Agreement; and

15.1.1.3 to inspect the premises, services, materials, supplies, and equipment furnished or utilized in the performance of this Agreement and the workmanship of the work performed under this Agreement.

15.1.2 Contractor shall fully cooperate with all such monitoring, audits, or investigations.

15.1.3 Contractor shall make available to County, State or federal officials for examination, at any time during normal business hours and as often as County may deem necessary, all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to examine and make excerpts or transcripts from such records, and to make audits or reviews of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement

15.1.4 County shall perform such monitoring, audits, and investigations in a manner so as not to unduly interfere with Contractor's performance.

15.2 Federal or State Audit Disclosures. Contractor shall provide the following to the COR:

15.2.1 a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement within three (3) business days of Contractor receiving notice of the audit.

15.2.2 a copy of the draft and final State or federal audit reports within twenty-four (24) hours of receiving them. ***[# include the following for HHSA contracts]*** Contractor shall also provide electronic copies to Agency Contract Support (ACS) at ACS.HHSA@sdcounty.ca.gov.

15.2.3 a copy of Contractor's response to the draft and final State or federal audit reports at the same time the response is provided to the State or federal representatives.

15.2.4 a copy of all responses made by a federal or State representative to a Contractor's audit response no later than three (3) business days after receiving it, unless prohibited by the government agency conducting the audit. This shall continue until the federal or State auditors have accepted and closed the audit.

15.2.5 Immediate notification to the County upon learning that any federal or State auditor may or will issue a finding that relates to any of the terms of this Agreement.

15.3 Investigation Disclosures. Except to the extent prohibited by an investigating government authority or applicable law or privilege, Contractor further agrees to immediately notify County if any Workforce member of Contractor comes under investigation by any federal, State, or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement, and Contractor shall promptly make available to County all internal investigative results, findings, conclusions, recommendations, and corrective action plans pertaining to the investigation in its possession as requested by the County.

15.4 Availability of Records. Contractor shall maintain and/or make available within San Diego County accurate books, accounting records, and other records related to Contractor's performance under this Agreement, including all records of costs charged to this Agreement during the term of this agreement and for the longer of: (i) a period of five (5) years after the date of final payment under this Agreement, (ii) for records that relate to appeals under Article 8 "Disputes," or litigation or the settlement of claims arising out of the performance of this Agreement, three (3) years after such appeals, litigation, or claims have been disposed of, and (iii) any retention period required by the funding source(s) of this Agreement. Contractor shall provide any requested records to County within two (2) business days of request. Contractor assertions of confidentiality shall not be a bar to full access to the records. County shall keep the materials described above confidential unless otherwise required by law.

15.4.1 Contractor shall maintain, and the records referred to in section 15.4 shall include, records sufficient to establish the reasonableness accuracy, completeness and currency of all cost or pricing data submitted to County in connection with this Agreement, including records of adequate price competition, negotiations, and cost or price analysis.

15.5 Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be required by the County to verify performance under this Agreement. County reserves the right to direct the format and data content requirements for such additional reports. The timely submission of reports is a necessary and material term and condition of this Agreement, and Contractor agrees that failure to do so will be sufficient cause to withhold payment. Upon request, Contractor shall submit to County a report detailing all work done pursuant to this Agreement by Contractor.

15.6 Outcome-Based Measures. Where outcome-based measures are set forth in the Statement of Work, Contractor shall maintain, and provide to County upon County's request as often as County deems necessary, complete, and accurate data documenting such outcome measures under this Agreement. Such data may include, but is not limited to, statistics on outcomes, rates of success, and completion rate of deliverables.

15.7 Full Cost Recovery. Contractor shall reimburse County for all direct and indirect expenditures incurred in conducting an audit, investigation, or inspection when Contractor is subsequently found to have violated terms of this Agreement.

15.8 Corrective Actions. If any services performed hereunder are found to have not been in conformity with the specifications and requirements of this Agreement, County shall have the right to (1) require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount, (2) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, (3) reduce payment to Contractor in accordance with Article 4, (4) have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement and recover from Contractor any costs incurred by County that are directly related to the performance of such services, and/or (5) pursue any other rights or remedies available to County under this Agreement.

ARTICLE 16
RECOVERY OF FUNDS

Where Contractor is required to reimburse County under any provision of this Agreement, or where County is otherwise owed funds from Contractor, County may, at its sole discretion and subject to funding source restrictions and State and federal law: (1) withhold such amounts from any amounts due to Contractor pursuant to the payment terms of this Agreement, (2) withhold such amounts from any other amounts due to Contractor from County, and/or (3) require Contractor to make payment to County for the total amount due (or a lesser amount specified by County) within thirty (30) days of request by County. Notwithstanding the foregoing, County may allow Contractor to repay any such amounts owed in installments pursuant to a written repayment plan.

ARTICLE 17
INDEMNITY AND INSURANCE

17.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and its elected officials, officers, agents, employees, and volunteers (collectively "County Parties") against, any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges, or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission, or negligence of Contractor, its Workforce, or their licensees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error, or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

[# alternate first paragraph - use only for design professional services where contractor is a licensed architect or land surveyor or a registered professional engineer. Delete otherwise.] To the fullest extent permitted by law (including, without limitation, California Civil Code § 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its elected officials, officers, agents, employees, and volunteers (collectively, "County Parties") against, any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges, or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its Workforce, or their licensees. In no event shall the cost to defend charged to Contractor exceed Contractor's proportionate percentage of fault.

Without limiting the foregoing, Contractor's defense and indemnity obligations under this section shall specifically apply to any claim, suit, proceeding, demand, liability, loss, damage, or expense (including attorneys' fees and court costs) arising from or relating to a claim that any work performed pursuant to this Agreement infringes a patent, copyright, moral right, trademark, trade secret, or other intellectual property right of a third party. Without limiting the generality of the foregoing, if any portion of any patent, copyright, moral right, trademark, trade secret, or other intellectual property right or County's use of the same is, or in Contractor's or County's opinion is likely to be, held to infringe the rights of any third party, Contractor shall at its expense either (i) procure the right for County to use the infringing item free of any liability or expense to County to the full extent contemplated by this Agreement; or (ii) replace it with a non-infringing equivalent reasonably satisfactory to County. Without limiting the County's other rights and Contractor's obligations under this section, County shall have the right to employ counsel at its own expense for, and participate in the defense of, any claim.

17.2 Insurance. Contractor shall, at its own cost and expense, obtain and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit B Insurance Requirements. Evidence of insurance and any other documents or notices required to be provided to County pursuant to Exhibit B shall be submitted to the COR or as instructed by the COR. The provisions of section 17.1 are independent of, and shall in no way limit, Contractor's and its insurer's requirements under this section 17.2 and Exhibit B.

ARTICLE 18
GENERAL PROVISIONS

18.1 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.

18.2 Sections and Exhibits. All recitals, sections, and exhibits referred to in this Agreement are incorporated herein by reference.

18.3 Headings. The article and section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit, or affect the construction or interpretation of any term or provision hereof.

18.4 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this

Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.

18.5 No Other Inducement. The making, execution, and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties, or agreements other than those expressed herein.

18.6 Severability. If any term, provision, covenant, or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18.7 Governing Law. This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.

18.8 Non-Exclusivity. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.

18.9 Remedies Not Exclusive. The rights and remedies of County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under resulting order.

18.10 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.

18.11 Notices. Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Contractor's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.

18.12 Successors. Subject to the limitations set forth in sections 18.17 and 18.18 below, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.

18.13 Time. Time is of the essence for each provision of this Agreement.

18.14 Time Period Computation. All periods of time referred to in this Agreement shall be calendar days, unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.

18.15 Waiver. The waiver by one party of the performance of any term, provision, covenant, or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant, or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant, or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

18.16 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.

18.17 Change of Control. Contractor shall notify County in writing of any change in majority ownership of Contractor (or all or substantially all of Contractor's assets) through a transaction or series of transactions including, without limitation, an acquisition, sale, reorganization, merger, or consolidation ("Change of Control") at least one hundred eighty (180) days prior to the effective date of a Change of Control or as soon as practicable thereafter if notice cannot legally be provided to County within such timeframe.

18.17.1 Without limiting any other rights or remedies of County, in the event of a pending or actual Change of Control, County may terminate this Agreement in accordance with section 7.5, Termination for Convenience, except that Contractor shall not be entitled to costs of termination set forth in section 7.5.2.

18.18 Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of County, which shall not be unreasonably withheld; provided, however, that Contractor may assign or delegate its rights or obligations under this Agreement to the entity becoming a majority owner of Contractor's assets during a Change of Control, provided that notice is given in accordance with section 18.17 above. Any purported assignment or delegation in violation of this section shall be null and void.

18.19 Survival. The provisions of this Agreement necessary to carry out the intention of the parties as expressed herein shall survive the termination or expiration of this Agreement. Without limiting the foregoing, the following sections and articles of this Agreement shall survive the expiration or earlier termination of this Agreement: sections 12.1, 17.1, 18.7, and 18.9, and Articles 3, 4, 7, 9, 15, and 16.

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SIGNATURE PAGE

IN WITNESS WHEREOF, County and Contractor execute this Agreement effective as of the date of the last signature below. The person(s) signing this Agreement for Contractor represent(s) and warrant(s) that they are duly authorized to bind Contractor and have the legal capacity to execute and deliver this Agreement.

[#replace with the appropriate alternate manual or e-signature block as needed]

CONTRACTOR:

[BUSINESS NAME]

By: _____
#NAME
#TITLE
#DATE

COUNTY OF SAN DIEGO:

ALLEN HUNSBERGER, Director
Department of Purchasing and Contracting

By: _____
#NAME
#TITLE
#DATE