

COUNTY OF SAN DIEGO HEALTH AND HUMAN SERVICES AGENCY,
BEHAVIORAL HEALTH SERVICES

*Mental Health Plan
Implementation Plan for Medi-Cal
Specialty Mental Health Services*

FY 2024-2025



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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
- ❖ Assertive Community Treatment (ACT)
- ❖ Behavioral Health Court Services
- ❖ CARE Court
- ❖ Case Management
- ❖ Clubhouses
- ❖ Crisis Intervention
- ❖ Crisis Residential Programs
- ❖ Crisis Stabilization

- ❖ Day Treatment Services
- ❖ Emergency Services
- ❖ Forensic Services
- ❖ Full-Service Partnership (FSP) Programs
- ❖ Homeless Outreach Services
- ❖ Housing Services for clients
- ❖ Innovation (INN) Programs
- ❖ Inpatient Services
- ❖ Intensive Care Coordination
- ❖ Intensive Outpatient Services
- ❖ Intensive Home-Based Services
- ❖ Jail Services
- ❖ Long-Term Care
- ❖ Mobile Crisis Response
- ❖ Outpatient Services
- ❖ Partial Hospitalization Program
- ❖ Peer Support Services
- ❖ Prevention and Early Intervention (PEI) Programs
- ❖ Rehabilitation and Recovery Services
- ❖ Residential Treatment Programs
- ❖ Supportive Housing
- ❖ Short-Term Residential Therapeutic Programs
- ❖ Therapeutic Behavioral Services
- ❖ Wraparound Services

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 beneficiary access to specialty mental health services became available through County Mental Health Plans. One of the Agency’s departmental excellence goals is to become a trauma informed system of care. This effort is to build a better service delivery system that aligns with all three components of *Live Well San Diego*.

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 the Medi-Cal Transformation (formerly CalAIM) initiative. San Diego County Behavioral Health Services (SDCBHS) continues to work closely with the Managed Care Plans (MCPs) during this implementation to ensure impacts and changes are communicated to the system of behavioral health providers and information is used to support the members they serve.

Overall, SDCBHS provides a continuum of trauma informed, culturally competent mental health and substance use disorder services to children, youth, families, adults, and older adults. The SDCBHS department 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

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.

Mental Health Services Act (MHSA)

The Community Program Planning (CPP) process provides stakeholders with the opportunity to identify priorities, provide feedback, and make recommendations on how MHSA funds will be invested to best meet the needs of county residents. Throughout the year, SDCBHS engages in open dialogue with the Behavioral Health Advisory Board (BHAB), System of Care (SOC) Councils, various stakeholders and stakeholder-led councils, organizations, and individuals in various settings to determine priorities, solicit feedback, and make recommendations for the utilization of MHSA funds. Additionally, on an annual basis as required by Welfare and Institutions Code, SDCBHS facilitates behavioral health community engagement sessions that are open for the public to inform the MHSA Three Year Plan and subsequent MHSA Annual Updates. Through the CPP, SDCBHS works to ensure the vision of MHSA in which a system for mental health services is equitable, regionally distributed, and accessible to all individuals and families within the region who are in need. MHSA funding provides individuals experiencing Serious Mental Illness (SMI) or Social-Emotional Disturbance (SED) with timely access to quality behavioral health care that is responsive to their cultural and linguistic needs. SDCBHS programs serve individuals of all ages, providing support to the County's most vulnerable, unserved, and underserved populations.

SDCBHS' MHSA Annual Updates can be viewed on the [DHCS MHSA County Plans and Updates Page](#).

SDCBHS Departmental Reorganization

To ensure SDCBHS has the adequate support and infrastructure in place to sustain the growth and increasing complexity of services, and in anticipation of further growth within the department, SDCBHS began restructuring its internal structure to align with similarly sized healthcare organizations. Adequate support for department growth includes additional SDCBHS staff positions and opportunities for employee growth. SDCBHS will maintain continuity of current functions and activities during the transition to ensure services and current activities are not disrupted. Edgemoor Distinct Part Skilled Nursing Facility (Edgemoor) and the San Diego County Psychiatric Hospital (SDCPH) will also continue normal operations during the transition.

Below outlines the most recent phase of the SDCBHS departmental reorganization. With this step, SDCBHS continues its transformation that will help further its Triple Aim – better experience of care, improved health of populations and lower cost per capita.

Programs and Services Unit

In the most recent shift for SDCBHS organization structure, the Programs and Services unit, historically comprised of three teams: Adult and Older Adult (AOA), Children Youth & Families (CYF), and Prevention and Support Services (PSS), has moved to establish service line oversight teams which are centralized under a cabinet of six Deputy Directors.

Programs & Services is the largest BHS unit and designs, develops, and provides oversight to a large network of behavioral health services and supports to fulfill our role as a health plan, public health entity, and direct service provider. The Programs & Services portfolio is comprised of nearly 300 programs, which provide services in 400+ locations, including 13 County operated programs.

The service line oversight teams, each under the direction of one Deputy Director, are outlined below:

1. Outpatient team 1 includes:
 - Biopsychosocial Rehabilitation Programs (BPSRs)
 - Outpatient SUD treatment programs
 - CalWORKs programs
 - Hybrid outpatient programs
 - Opioid Treatment Programs (OTPs)
 - Ambulatory withdrawal management.
2. Outpatient team 2 and Juvenile Forensics includes:
 - Children's school-based mental health services
 - Therapeutic behavioral services
 - Outpatient substance use disorder (SUD) programs
 - Pathways to Well-Being
 - Continuum of Care Reform (CCR)
 - Juvenile forensic services (County-operated programs that include Stabilization, Transition, and Treatment Team (STAT) and Healing Opportunities for Personal Empowerment (HOPE)).
3. Crisis Services, ACT, Care Coordination, and Case Management team includes:
 - Assertive Community Treatment (ACT) programs
 - County-operated case management and enhanced care coordination

- Recovery and bridge services
 - Crisis Stabilization Units (CSU)
 - Psychiatric Emergency Response Teams (PERT)
 - Mobile Crisis Response Teams (MCRT).
4. Housing and Homelessness team includes:
- Augmented Services Programs (ASP)
 - Adult Residential Facilities (ARF)
 - Residential Care for the Elderly (RCFE)
 - Homeless outreach
 - Community Harm Reduction Teams (C-HRT)
 - Safe Havens
 - Housing navigation services, housing vouchers, Mental Health Services Act (MHSA) housing developments, units and vouchers, and development of the 5-year Strategic Housing Plan.
5. Residential, Children's Inpatient and Long-Term Care team includes:
- Residential
 - Inpatient
 - Long-term care (LTC)
6. Prevention and Support Services team includes:
- SUD prevention services
 - DUI programs
 - MHSA Prevention and Early Intervention services
 - Clubhouses
 - Supported employment
 - Peer services

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, and DHCS Behavioral Health Information Notice (BHIN) 22-011, clients may access mental health services through multiple points of entry. Clients may call the Access and Crisis Line (ACL), call or walk into a contracted organizational provider’s program directly or walk into a County-operated program. In alignment with the Specialty and Non-Specialty Mental Health criteria, SDCBHS works closely with the local Managed Care Plans (MCPs) to ensure beneficiary access.

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 MHP 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 beneficiary 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 Tools to determine the appropriate delivery system referral for members 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 members who are currently receiving mental health services. The Screening Tools are also not required for use with members who contact mental health providers directly to seek mental health services. Mental health providers who are contacted directly by members 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.

The Screening Tool is completed by either the MCP or Optum ACL when indicated and referrals are made to the appropriate system. Upon receiving the referral, the providers/programs will ensure that Timeliness Standard requirements are followed, and members shall receive an assessment to determine

appropriateness for medically necessary mental health services.

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 members 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 members, 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. Members 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 (and consumer support coordinators when appropriate) 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 Veteran Services

Courage to Call is a veteran peer-to-peer support program staffed by veteran peers. The program provides countywide outreach and education to address the unique mental health issues that impact veterans, active-duty military, reservists, National Guard, and their families (VMRGF), and provides training to inform and improve cultural awareness and understanding for the community organizations and providers serving those with a military or military family background, to facilitate access to services and eligible benefits. Services include a 24/7 peer helpline that is staffed by veterans and spouses of veterans, providing comprehensive information, support, and referrals to needed resources including the Veterans Administration. Peer navigators provide support and assist veterans who are transitioning out of the military and provides case management that includes brief supportive counseling, assistance in filing Veteran's Affairs claims, warm hand offs to referral services and proactive follow-ups for one year. The program also works with justice-involved veterans to engage in appropriate diversion services that include behavioral health treatment programs in lieu of incarceration.

- 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 Behavioral Health Program. Staff are fluent in American Sign Language (ASL) and are members of the deaf community. In July of 2018 under Drug Medi-Cal Organized Delivery System (DMC-ODS), services were expanded to provide substance use counseling with connection to Recovery Residences for housing support. Members of the Deaf and Hard of Hearing (HoH) community access additional social, vocational, and educational supports at the Deaf Community Services Clubhouse, which opened in November 2012.

- Supported Employment

Maximizing employment opportunities has been a key goal for the County of San Diego Behavioral Health Services and the current Five-Year Strategic Employment Plan (FY 2020 to 2024) outlines a clear vision for continued expansion of employment opportunities for people with behavioral health issues, including investing in evidence based and evidence informed practices that are effective in increasing employment.

This Strategic Employment Plan was developed through in-depth consultation with key community, consumer, and business partners, including focus groups and interviews over a three-month period. The Plan provides an overview of the County of San Diego's investments in behavioral health and employment services and the highly prioritized work stemming from the initial Five-Year Strategic Employment Plan which launched the "Work Well" initiative in San Diego. In addition, the Plan provides an overview of the evidence based best practice of Individualized Placement and Support (IPS) Model of Supported Employment and how it is being implemented locally. As part of the Plan's Road map, it was crucial to include an analysis of priority and emerging sectors and employment opportunities in San Diego, outlining key opportunities for employment for people living with behavioral health issues. The Plan also identifies gaps that must be addressed and potential resources in achieving these efforts.

The Plan recommends clear goals, objectives, and strategies which form the foundation to maximize employment opportunities and act as key drivers of positive change and greater employment outcomes in the coming years. The goals over the next five years are to:

- Expand Access to IPS Model of Supported Employment.
- Engage Employers as Key Partners in The Work Well Initiative.

- Enhance Data Collection and Analysis.
- Champion Peer Employment and Advocacy to Increase Peer Involvement.
- Identify and Pursue Funding Opportunities.

▪ 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. Additionally, in February 2016, the San Diego County Board of Supervisors implemented Project One for All (POFA) with a goal of connecting over twelve hundred individuals with SMI who are experiencing homelessness to housing and behavioral health services. POFA provides fully integrated services, including outreach, case management, mental health treatment services, substance use disorder (SUD) services, referrals to primary health care, social services, and housing to ensure stability and quality of life.

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 their 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.

▪ 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. A Coordination of Care Form (*see section C for more information*) has been developed that is used widely to refer individuals to primary care. Some sites have also developed additional protocols to effectively transition stable individuals with SMI to primary care, when appropriate.

▪ Referrals to Older Adult Services

BHS 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. Additionally, many outpatient programs have added Older Adult Specialists (OAS) in the clinic and Older Adult Outreach Specialists (OAOS) fieldwork in effort to increase access for and outreach to this population.

- Referrals to 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. Referrals for eligibility for CalWORKS and Medi-Cal are made through the Family Resource Centers. Mental Health program staff actively assist the beneficiary by providing information and facilitating the referral.

- Referrals to Education Services

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, members 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 members. The MHSA furthered this commitment through expanding services to underserved children and youth.

SchoolLink is a partnership between County of San Diego and local school districts to provide behavioral health services at schools. SchoolLink was launched in 2018 to implement standardized practices and increase collaboration between schools and treatment. Data revealed the need to re-evaluate practices and prioritize services where they are needed. As a first step, a minimum client threshold guideline was set to warrant the deployment of therapists through SchoolLink. The implementation of threshold guidelines is intended to be a collaborative process between schools, districts, SchoolLink providers, and the County, to ensure services are deployed timely and efficiently.

Due to COVID-19, remote learning was initiated through the schools and behavioral health service delivery was adjusted to incorporate telehealth. SchoolLink was updated to include a best practices module within the impacts of the pandemic. More information about SchoolLink can be accessed at: <https://theacademy.sdsu.edu/rihs-schoolink/#/menu/5b1058975336621b30dfcd5b>.

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 infrastructure 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), are leading the efforts and have retained a consultant to guide the community stakeholders process.

San Diego County Board of Supervisors dedicated American Rescue Plan Act (ARPA) funding to support students who are demonstrating need for increased supports. Through a collaborative partnership with schools, the **Screening to Care** program was launched to emphasize early intervention and building of social emotional supports. The Mental Health Plan (MHP) now contracts with providers who worked with participating middle schools to launch mySAEBRS which is a social emotional screener to identify the needs of the students. Building on the Multi-Tiered System of Support (MTSS) framework, the data will be used to guide the school on Tier 1 prevention interventions for all students. The MHP contractor will identify students with Tier 2 needs and offer them on site early intervention group services. Those students identified with Tier 3 needs will be connected to treatment services.

- Referrals/Coordination with Other County Services

For children and youth, a significant array of services, ranging from outpatient to day services are provided in collaboration with the Child and Family Well-Being (CFWB) Department, through County-contracted mental health programs. Consultation is provided to CFWB staff on a regular basis. SDCBHS also provides oversight through the SDCBHS Administrative Services Organization of the Treatment and Evaluation Resource Management (TERM) Team for CFWB and Probation clients in need of outpatient mental health services provided in the FFS network. Coordination efforts have been enhanced through the Continuum of Care Reform and the Crisis Continuum Pilot, as SDCBHS and CFWB representatives work closely together to plan for and implement these important efforts.

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 problems. 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 evidenced based approach to addresses specific treatment issues. Additionally, the local model offers weekly caregiver groups and multi-family group once a month. The design calls for a full range of 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 beneficiaries 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 problems. 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. Medication Services are available as ancillary. Referrals to PHP typically come from the emergency screening/crisis stabilization unit to prevent an escalated 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. A 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 multiple law enforcement agencies across San Diego. As of fiscal year (FY) 2020-21, PERT partnered with San Diego County's District Attorney's Office as well as the following law enforcement agencies: Oceanside PD, Encinitas PD, National City PD, Carlsbad PD, Escondido PD, Chula Vista PD, Coronado PD, La Mesa PD, El Cajon PD, San Diego PD, San Diego Harbor PD, and San Diego County Sheriff Department. Originally created to fill the need for more training in recognizing and responding to mental health issues, PERT has evolved as a "paired" mental health crisis intervention team that consists of a licensed mental health professional and a law enforcement officer/deputy. It is designed to improve the response to community incidents where law enforcement intervenes, and mental health issues are identified as a primary concern. PERT was expanded in phases and now provides countywide coverage.

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 mental health facility that can provide crisis intervention, outpatient care, and case management services or to LPS designated facilities on a 5150 hold.

- Mobile Crisis Response Teams (MCRT)

San Diego's BOS approved the rollout of countywide Mobile Crisis Response Team (MCRT) services. MCRT is a non-law enforcement program, comprised of teams of trained clinicians, case managers, and peer support specialists that can be deployed through the Access and Crisis Line or be mobilized via emergency services. SDCBHS has implemented the mobile crisis services Medi-Cal benefit beginning in January 2024.

Additional Resources and Services

- Emergency Services

The County of San Diego contracts with an Emergency Screening Unit (ESU) program that provides evaluation for hospital placement and crisis stabilization services to defer children and youth from hospital placement. Additionally, ESU provides crisis-orientated interventions, one-time emergency medication refills, referrals for outpatient and substance use services, as well as brief follow-up case management services to support linkage to on-going outpatient services. Walk-in emergency mental health services are also available for adults and older adults who are experiencing a mental health emergency or crisis at the County-operated Emergency Psychiatric Unit which provides screening and crisis stabilization services. Currently there are crisis stabilization units located in North County, with one in planning for East County.

- Juvenile Forensics Services – Stabilization Treatment and Transition (STAT) Team

Provides psychological and psychiatric services to the youth residing within the two juvenile detention facilities. Available services include assessment, individual, family and group therapy, crisis intervention, psychiatric assessment and medication management, as well as transition to the community. In addition, Juvenile Forensics Services provides assistance to Juvenile Probation, Juvenile Court and Child and Family Well-Being Department by way of expert consultation regarding mental health issues, and by providing other mental health evaluations for youth. The Juvenile Forensics Services are provided by four (4) behavioral health County teams:

- Stabilization, Treatment, Assessment and Transition Team (STAT) at East Mesa Juvenile Detention Facility (EMJDF)
- Stabilization, Treatment, Assessment and Transition Team (STAT) at Youth Transition Campus (YTC)
- Healing Opportunities for Personal Empowerment (HOPE) at YTC
- Youth Development Academy (YDA) at EMJDF

- Justice Services for Clients 18 Years of Age and Older

Due to the Public Safety Realignment Act of 2011 (also known as AB 109), there was a shift in many basic responsibilities in the California criminal justice system from the State to the counties. Individuals who have committed non-violent, non-serious or non-sex crimes serve their time in county jails and are offered mental health services while in jail and after release. The services provided to the individuals include substance use and mental health treatment, housing and other services that are designed to reduce recidivism. The County established a centralized screening and referral unit and worked with Probation to fund substance use and mental health programs to provide services to this population. The AB 109 program serves clients who meet criteria for the specialty mental health services through SDCBHS and are in need of psychiatric medication management. It provides assessment and treatment planning to identify the type of services and the level of care for each

individual. In addition, clients are referred to other programs through San Diego Probation and the centralized screening and referral unit after release from jail.

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. 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.

In preparation for the rollout of this initiative, the county has called upon its San Diego Advancing and Innovating Medi-Cal (SDAIM) operational committee to identify challenges, strategize, and plan efforts in collaboration with various County departments including Public Safety Group, Behavioral Health Services, Public Health Services, Information Technology Services, Office of Equity and Racial Justice and many more. SDAIM identified a preliminary challenge with coordination of care across justice, health, and social services without data integration, thus sparking a May 2022 Board Action to propose a data governance and management structure. To further support these efforts correlated to the Board Action, and overarching CalAIM Justice-Involved Initiative, the county pursued the State's PATH II 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 2024.

- **Crisis, Action and Connection (CAC)**

Intensive in-home services are offered to children and youth who are experiencing a psychiatric emergency and require stabilization services. The focus is on children and youth and their families who are assessed through an Emergency Services Unit and with the CAC program support are diverted from inpatient care and maintained safely in the community. Additionally, in-home support and care coordination services are offered to children and youth and their families who are being discharged from an inpatient psychiatric unit, with the goal of stabilizing and connecting them to appropriate services. An emphasis on short-term, intensive, rehabilitation, in-home care coordination for children/youth experiencing a psychiatric crisis is the foundation of this contracted service.

- **Wraparound Services**

The County currently provides wraparound services to two distinct groups of children and youth through County contracts. Wraparound services are intensive, non-traditional mental health services to support children and their families and that offer a full range of treatment and resource options. One focus is on children/youth transitioning from a group home setting to a lower level of care or from other high levels of care to lower levels (stepping down). A second focus is on children and youth who are at imminent risk of high-level residential placement, or psychiatric hospitalization. Wraparound services are also offered to children and youth to prevent higher levels of care other than group homes.

- **Extended Foster Care (EFC)**

The vast majority of youth who are still in foster care at age 18 opt to remain under the jurisdiction of the Juvenile Court as a non-minor dependent in the Extended Foster Care Program (EFC). EFC offers housing support and case management to assist these youth with achieving goals related to self-efficacy (education and employment) and to maintaining permanent connections. EFC has been serving youth since 2012. This includes youth from both CFWB and Juvenile Probation. Youth in EFC

participate in their planning via Child and Family Teams (Pathways to Well-Being), Independence Mappings (based on Safety-Organized Practice) and their Transitional Independent Living Plan (TILP). BHS supports this population via the resources identified in the TAY Workgroup, by contracts related to housing and therapeutic services specific to TAY, and by joint governance in the Pathways to Well-Being program.

- Treatment and Evaluation Resource Management (TERM)

Private practice therapists paneled under Treatment and Evaluation Resource Management (TERM) network provide outpatient therapy to CFWB and Probation children, youth, and parent group treatment. SDCBHS contracts with an Administrative Services Organization (ASO) to provide independent oversight of treatment, service authorization, and quality review of work products for TERM providers. Additionally, SDCBHS has an extensive network of FFS providers through the ASO.

- 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). 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.

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. 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 our 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 either the Children's System of Care or the Adult/Older Adult 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.

- 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 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 throughout the County. Services are offered with a specialization and recognition of the particular needs of children and youth in foster placements. The program utilizes evidence based and best practices to serve the population. A Care Coordinator/Case Manager and Family Partner in conjunction with the family (foster and biological when available), as well as youth and therapist, are an integral part of the treatment team. Services are offered in the foster home when appropriate, 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 and Rehabilitation Services
SDCBHS recognizes the value of mutual support and peer counseling and encourages programs to employ qualified people who bring consumer experience to their jobs. SDCBHS supports the provision of consumer-provided services throughout the system of care, including, but not limited to outpatient clinics, case management programs, and clubhouses. Volunteers also offer peer recovery services, and SDCBHS supports programs such as NAMI's Peer to Peer and Warm Line, which offers volunteers the opportunity to use their consumer experiences to help educate and support others.

In response to DHCS BHIN 22-026, SDCBHS submitted a letter to DHCS opting-in to provide Peer Support Specialist as a distinct service line and Medi-Cal covered benefit within BHS programs (MHP and DMC-ODS). Additionally, 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. BHS begun planning a phased approach to move BHS as a system that optimizes the role of certified Peer Support Specialists across all levels of BH service.

- Crisis Residential Services
Crisis residential services are considered a "step down" or diversion from inpatient services and are provided to both Medi-Cal and non-Medi-Cal clients who meet medical necessity and admission criteria. There are seven facilities in San Diego County that provide crisis residential services. Built around a bio-psychosocial approach, the programs offer a multi-disciplinary team whose members address each aspect of every client's unique situation. The programs seek to ensure that each resident is connected to a variety of social service supports within the community, to aid in transition into

successful living beyond the crisis residential facility.

- Long Term Care

SDCBHS 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.

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; a member-run, age-appropriate Clubhouse providing peer education and support, skill development, employment, and educational support services; and a creation of specific age and developmentally appropriate enhanced outpatient mental health services for persons 18-25 years of age in multiple outpatient mental health clinics throughout the County. In addition, specialized programs have also been initiated to focus on prevention and early intervention efforts. One program educates community members to help identify TAY (in this program, individuals ages 12-25) who are experiencing at-risk or high-risk behaviors or features of a first psychotic episode. 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 MHSA, 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. A TAY Council meets regularly to provide feedback and recommendations to SDCBHS, and is comprised of community organizations, County representatives, service providers, clients and family members, and others.

- Infants and Preschool Children

SDCBHS 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 developmental and testing evaluations for full-scope Medi-Cal members less than 6 years of age, who meet “medical necessity” in accordance with Title 9. DEC provides a thorough evaluation of clients’ functioning, necessary referrals, and consultation for caregivers to improve client functioning at home, school (if appropriate) and in the community.
- The KidSTART Clinic is a synergistic program for children through age 5, with complex social-emotional, behavioral, and developmental needs that is overseen by Behavioral Health Services in partnership with Child Welfare Services and First 5 Commission of San Diego. 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 to address the multiple and complex needs of the child.

- The Positive Parenting Program utilizes the Triple P curriculum, an evidence-based practice to support parents and caregivers in early childhood education settings, elementary, middle, and high schools.
- Additionally, CYF has programs designated to provide the Incredible Years curriculum and a program that provides services using the Incredible Families model.

In FY 2018-19, DHCS mandated the implementation of the Pediatric Symptom Checklist (PSC-35) for all counties. The PSC-35 is a psychosocial screening tool completed by the parent/caregivers to facilitate the recognition of cognitive, emotional and behavioral problems so that appropriate interventions can be initiated. The PSC- 35 has replaced the Eyberg Childhood Behavior Inventory (ECBI) assessment tool (2-5 yrs. old screening tool) and the Child and Adolescent Measurement System (CAMS). It is completed by parents/caregivers of youth 3-18 years at intake, at utilization management/review (UM/UR), and at discharge.

■ 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 ACT FSP program specifically focused on serving older adults. Their goal is to increase timely access to services and supports in effort to assist older adults and family/caregivers in managing independent living, reducing isolation, improving mental health, and remaining safely in their homes.
- Elder Multicultural Access & Support Services (EMASS): this program provides outreach and support to older adults in effort to reduce ethnic disparities in service access and care. The program specifically focuses on multicultural seniors, refugees, and asylees.
- Outpatient Biopsychosocial Rehabilitation (BPSR) outpatient clinics: Older Adult Specialists (OAS) and Older Adult Outreach Specialists (OAOS) are embedded within several of the regional outpatient clinics for outreach to older adults and provide specialized services for this population.

■ Homeless

SDCBHS has a strong relationship with community organizations and a number of contracts to focus on homelessness in San Diego County. FSP ACT programs provide comprehensive wraparound mental health services for those adults who are most severely ill and are most in need due to severe functional impairments. An adult residential transitional housing program provides supportive services for those who are experiencing homelessness and have a serious mental illness. Additionally, outpatient programs offer homeless outreach services.

The County has dedicated more than \$53 million of MHSA CSS funds to the California Housing Finance Agency (CalHFA) for the Local Government Special Needs Housing Program (SNHP) and its predecessor, the MHSA Housing Program. Upon completion, these programs will result in nearly 400 permanent supportive housing units.

To facilitate the implementation of Project One for All (POFA), the County integrated the Department of Housing and Community Development into the Health and Human Services Agency in July 2016. Individuals experiencing homelessness can be housed and receive behavioral health services through POFA.

No Place Like Home (NPLH)

On July 1, 2016, Governor Brown signed NPLH into legislation. This program dedicates \$2 billion in bond proceeds to invest in the development of permanent supportive housing for persons with SMI who are experiencing homelessness or are at risk of experiencing homelessness. NPLH funds may be used to finance capital costs of assisted units in rental housing developments, including costs associated with the acquisition, design, construction, rehabilitation, or preservation. The bonds will be repaid with funds reallocated from MHSA funds.

On July 17, 2017, the State of California, Department of Housing and Community Development (State HCD) issued the final program guidelines for the NPLH program. According to the guidelines, the County is eligible to receive a total of approximately \$125 million, resulting in an annual estimated MHSA revenue reduction of \$11 million. Counties eligible to receive NPLH funding must commit to provide mental health services and help coordinate access to other community-based supportive services. On November 6, 2018, Proposition 2, the ballot initiative to implement the No Place Like Home Act of 2018 was approved by voters through a statewide general election. In FY 2018-19, MHSA funds were allocated to fund County staff dedicated to support the implementation and administration of the NPLH program. As of May 2023, there are three developments, totaling 108 NPLH units.

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 SDCBHS department 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 SDCBHS to ensure communication and collaboration.

- Culturally Diverse Populations

SDCBHS 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 disproportionately 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 County of San Diego Behavioral Health Services (SDBHS) and UC San Diego's Child & Adolescent Services Research Center (CASRC) and Health Services Research Center (HSRC). The vision of the CEP is the integration of data and community engagement to promote behavioral health equity in San Diego County. The mission of the CEP is to promote 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 Community Profiles and Action Reports. 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. Representatives sit in multiple BHS meetings, workgroups, and advisory councils.

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, councils, 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 MHSA Three-Year Strategic 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

Breaking Down Barriers (BDB)

Breaking Down Barriers (BDB) is an outreach campaign that engages distinct, underserved communities, including Latinx, 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 mental health services. The campaign's Cultural Broker strategy builds community acceptance through organized group presentations, individual one-to-one resource sharing and conversation, and participation at community events, fairs, or celebrations. Cultural Brokers serve as mediators between groups or persons of different cultural backgrounds to bridge understanding. Cultural brokering is an ancient practice traced to the earliest recorded encounters between cultures. 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. BDB is one of many programs implemented as a result of the MHSA.

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.

A5. 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 Beneficiary Handbook for Mental Health Services

The MHP provided a draft of the Client and Family Handbook (also referenced as the State Guide) to the Department of Health Care Services prior to Phase II implementation. The original handbook included definitions of terms, explanation, and location of MHP services, explanation of consumers' rights and beneficiary resolution procedures, access telephone numbers, and addresses and telephone numbers of client and family member organizations.

The handbook is updated as needed and is available in San Diego County's threshold languages. It is also available in a large print, and the English version is available in an audio format. All members receiving MHP services are provided with access to a copy of the handbook upon entering the system and/or upon discharge from contracted hospitals or residential centers and will be provided a printed copy upon request. Providers are required to provide the beneficiary with a Quick Guide to Mental Health Services at intake which includes the web address to obtain the full Beneficiary Handbook in alignment with DHCS regulations. Providers are required to share the guide information regarding client rights and the client problem resolution process with clients. In addition, the handbook is available in an electronic version on the ASO's website and in hard copy at client-run Clubhouses and all County and County-contracted agencies.

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 and SDCBHS' Technical Resource Library at:

<https://www.optumsandiego.com/content/sandiego/en/county-staff---providers/orgpublicdocs.html>

http://www.sandiegocounty.gov/hhsa/programs/bhs/technical_resource_library.html

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 afterhours authorization for inpatient services, Short Term Acute Residential Treatment Services (STARTs) 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.

The ACL also provides the same telephonic services via a Live Chat that is available Monday through Friday from 4pm until 10pm. The Live Chat feature provides emotional support in a time of crisis. If the Crisis Chat specialist determines that the individual is a danger to themselves or others and the crisis intervention is necessary, the specialist will ask the client to provide a phone number.

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 also 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.

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

During the initial implementation in June 1998, CYF MHS established the criteria for authorization of outpatient services for members that were designed by representatives from the public, private, and family sectors. All providers who continued as members of the MHP received training on the criteria for outpatient authorization. Providers from San Diego County designed the criteria for payment authorization of AOA Mental Health outpatient services for members. The providers, along with representatives of AOA MHS, clients, family members and advocates, met as part of a Care Management Design Process. All providers who continued as members of the MHP received training on the criteria for outpatient services.

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

Providers who elect to not be members of the MHP or are no longer eligible to participate as a contracted provider are requested to identify which of their clients require ongoing outpatient therapy. The ASO, on behalf of the MHP, contacts those clients offering a choice of MHP providers. If the client chooses to remain with his or her current provider, and the provider is not interested in continuing as an MHP provider, the MHP may extend a limited provider status accommodation to the provider for a specific individual client, as possible under the continuity of care requirements. In all instances, SDCBHS works diligently to ensure client continuity of care and to facilitate smooth transitions. In all cases, the providers must meet the MHP credentialing criteria.

c) NOTIFICATION OF MHP POLICIES AND PROCEDURES

When Phase II of mental health managed care was implemented, measures were taken to ensure that members currently in treatment who met medical necessity guidelines would not experience delays or disruptions in their care. In FY 1998-99, the MHP contracted with all willing and eligible current Medi-Cal practitioners and organizational providers (defined as any provider who submitted a claim for services within the prior two years). Details regarding the process and applications/information utilized to support that process are specifically outlined in previous Implementation Plan versions.

Today, the ASO manages a panel of more than 300 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 beneficiary belongs to a physical health managed care plan and/or when the beneficiary 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 members 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.

SDCBHS has developed a Coordination of Care Form—a protocol for coordination of care with primary care physicians and behavioral health providers—and all County and County-contracted programs are required to utilize the form. The Coordination of Care Form 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 beneficiary 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. SDCBHS 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 beneficiary 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 members.

e) **Resolving Disputes**

The MHP and Managed Care Plans have identified appropriate persons to contact for dispute resolution.

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

Both the Plans and the MHP agree to follow the dispute resolution process in accordance with the contract between the Plans, DHCS and Centers for Medicare & Medicaid Services (CMS).

Should disputes arise between parties that cannot be resolved at the MHP and MCP level, entities are required to follow the dispute resolution process outlined in the executed MOU, which refers to the most current related All Plan Letters (APL) and Behavioral Health Information Notice (BHIN) process.

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 waived 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 members 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 members 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.

Goals have been established for the appropriate number, type, and geographical distribution of providers. The SDCBHS is tracking progress towards the goals. In addition, the SDCBHS 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.

San Diego County's Prevention and Early Intervention (PEI) funding has allowed for the addition of Health Promotion Specialists (HPS) who are located throughout the regions and have their own established networks wherein they deliver health promotion messages. The HPS' goal is to work with Mental Health Services and their contractors to: enhance suicide prevention efforts, reduce stigma and discrimination, and increase the number of individuals/families from underserved populations who receive prevention programs and early intervention services.

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.

Key points about access include:

- In San Diego County, the *Beneficiary 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 Beneficiary 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 County-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. The SDCBHS runs reports to monitor the use of languages and interpreters.

c) Full Scope Medi-Cal Members under Age 21

On July 1, 2022, all CYF mental health treatment programs 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 members 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 over 400 schools, serving over 51 percent of the schools in the County of San Diego.
- Working closely with CFWB to offer Pathways to Well-Being services in a coordinated manner while monitoring capacity.
- Assuring access to ACT programs for a full range of services such as: routine outreach and engagement, crisis intervention, intensive case management, mental health services, care coordination, short-term, transitional and permanent supported housing services, supported education/employment services and skill development, and rehabilitation and recovery services.

D3. PROCEDURES FOR 24-HOUR AVAILABILITY OF SERVICES

D3. Describe procedures the MHP will use to provide for 24-hour availability of services to address urgent conditions for members 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, members 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 provides 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 SDCBHS contracts with programs to provide crisis stabilization services in the North and South Regions, with plans underway to expand crisis stabilization services to the East Region in 2025.

b) Out of County

San Diego County's Medi-Cal members 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 authorizes both inpatient and outpatient services for CYF and AOA Medi-Cal members 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 members 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.

SDCBHS, 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 members 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 members 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, SDCBHS 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 *Beneficiary 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 beneficiary population who speak a given language ($\geq 5\%$ indicates a threshold language) and upon the number of persons in the beneficiary population who speak a given language ($\geq 3,000$ 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 members of the link where the full Beneficiary Handbook can be accessed, as well.

D6. PROVIDER CHOICE, SECOND OPINIONS

D6. Describe the process for ensuring that the beneficiary 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 members to 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 beneficiary 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 beneficiary is not satisfied with any of the choices, other MHP providers may be offered by the ACL until the beneficiary is matched with an appropriate provider.

Members 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 beneficiary 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 beneficiary; a change in the diagnosis or focus of treatment; an irreparable breach in the therapeutic alliance; and/or any issues which would impede the beneficiary's successful completion of treatment.

Members 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 Beneficiary 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 beneficiary regarding their request to match the beneficiary 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 members requesting MHP services from the MHP.

ACCESS AND CRISIS LINE

All initial ACL contacts with members, providers, family members, and others regarding a beneficiary, 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
- Beneficiary 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 instructed to maintain a Request for Services Log with the following information: date and type of inquiry, disposition, client's preferred language, client's race/ethnicity, dates of first appointment offered and appointment chosen, and referral information. SDCBHS implemented the Access to Services Journal to collect this information and integrate it into the Electronic Health Record (EHR) in FY 2018-19. Since that FY, providers using the EHR use the Access to Services Journal in place of the Request for Services log.

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 beneficiary 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 beneficiary 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 recently undergone a reorganization. Part of the reorganization was the restructuring of the Quality Improvement (QI) Program. To ensure a more comprehensive approach, multiple teams now have responsibility for enhancing quality improvement. The new structure consists of collaboration from the following departments:

Population Health: The Population Health Unit, which has operated as part of the Clinical Directors Office, is now established under the leadership of the Chief Population Health Officer. This unit will implement 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** - Support Data Integration by acquiring data from internal and external partners and maintaining data glossary
- **Data Integration & User Engagement** - Combine data from multiple sources to extract additional value and leverage data as an enterprise asset; provide internal and external training to promote user engagement and adoption
- **Management Reporting & Analysis** - Responsible for all BHS reporting & analysis to support decision making

Quality Assurance: The QA team is another component of the QI program and is comprised of QI Specialists—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 BHS 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 CCBH and SanWITS, including system development activities and promotions testing.

Health Plan Administration: The Health Plan Administration (HPA) team is tasked with both existing and emerging bodies of work related to the Specialty Mental Health Plan and Drug Medi-Cal Organized Delivery System. This includes planning, developing, organizing, and coordinating various BHS tactical policies, processes, and controls to comply with federal and state regulations, mandates, and guidance. Specifically, the HPA Team provides strategic leadership as well as tactical support to administer key Health Plan functions including collaborations with internal and external stakeholders on the development and implementation of efforts such as California Advancing & Innovating Medi-Cal initiative (CalAIM). The HPA Team is responsible for analyzing and coordinating activities across the department to implement changes or updates to existing State policies or regulations as well as related touchpoints with the BHS Administrative Services Organization (ASO). The HPA Team also coordinates the annual completion and submission of State required health plan documents and provides logistical support for State reviews and audits.

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.

- **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.
- **Quality Improvement Committees (QICs)**
The QICs are subcommittees of the QRC composed of QRC members and QI staff. Subcommittee minutes and activities are monitored by the QRC. The current QRC Subcommittees are:
 - QRC Membership Committee
 - Peer and Family Employment Subcommittee

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.

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 the SOC advisory councils. 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: [Technical Resource Library \(sandiegocounty.gov\)](https://sandiegocounty.gov/technical-resource-library)

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, 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. PROBLEM RESOLUTION PROCESS**G1. BENEFICIARY 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 members at all provider sites. Providers are required to share information regarding the problem resolution process with all new clients, and annually with each continuing client. The information is posted in prominent locations at provider sites and includes the telephone numbers of the agencies contracted by the MHP to provide a problem resolution process. The members are also encouraged to speak directly with the provider or with program management regarding dissatisfaction with treatment or medication. SDCBHS updated the Beneficiary Problem Resolution Process and stated timelines to align 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 beneficiary's provider that taking the time for the standard appeal resolution could seriously jeopardize the beneficiary'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 SDCBHS 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 HHSA 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 members 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 beneficiary, and appropriate AID Code.
- 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 placed on hold. Providers are notified of the pending status and are required to submit requested information within 60 calendar days for inpatient services and 30 days for outpatient services. If the claim is received after the deadline, the claim is denied, and the explanation of benefits is sent to the provider. The provider is required to submit corrected claims within 45 days from the receipt of the explanation of benefits but no later than six months from the date of service.
- 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, a Replace Request Form is completed and submitted.

Out of County Medi-Cal Claims

- In general, when claims are received for services rendered to Medi-Cal members 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 beneficiary 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 Health and Human Services Agency (HHSA) Behavioral Health Services Department is responsible for management of the public behavioral health system. The HHSA Financial Support 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. The Financial Eligibility and Billing Procedures-Organizational Providers Manual provides standardized procedures for organizational providers, who may be County or contract providers. Separate manuals outline procedures for individual FFS and FFS hospital providers. The Organizational Providers Operations Handbook Volume II, MIS User Manual provides detailed instructions for completion of MIS related non-financial administrative processes including entry of new clients, entry of demographic information and diagnoses, assignments and services. This Financial Eligibility and Billing Procedures – Organizational Providers Manual provides detailed instructions for completion of financial eligibility and billing processes including entry of third party coverage and financial reviews (UMDAP), billing and recording of payments. It can be found on the ASO's website at: [Optum San Diego – Billing Manual](#)

TIMEFRAMES:

Individual and Group Providers typically submit their claims to the MHP within 30 days after the end of the month when the services were rendered.

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.

Certification on Disbarment or Exclusion

Beginning April 1, 2003, all claims for reimbursement submitted must contain a certification about staff freedom from federal disbarment or exclusion from services. The details of this new procedure are laid out in the February 21, 2003, Letter from HHSA Contract Support and Compliance directed to all HHSA contractors.

SDCBHS 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.

Tabatha Lang, LMFT
Operations Administrator
Behavioral Health Services
County of San Diego Health and Human Services Agency
O: 619-563-2741 C: 619-957-4708

Luke Bergmann, Ph.D.
Director, Behavioral Health Services
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(619) 507-6678

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
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
MOA-MOU 15th and Commercial; S.V.D.P. Management, Inc.; Mental Health Systems, Inc.; Heritage Clinic; CRF	To provide high quality, safe, and affordable permanent supportive housing to MHSA-Eligible Households and to offer MHSA-Eligible Households supportive services to maintain their housing and meet personal goals.
34th Street Project LLC; Townspeople; Community Research Foundation	To provide high quality, safe, and affordable permanent supportive housing to MHSA-Eligible Households and to offer the MHSA-Eligible Households supportive services that enables them to maintain their housing and meet personal goals.
34th Street Project LLC; Townspeople; Community Research Foundation	Mental Health Services Act (MHSA) Housing and supportive services assistance.
California Mental Health Services Authority (CalMHSA)	Participation Agreement - Medi-Cal Peer Support Specialist Certification Program
California Mental Health Services Authority (CalMHSA)	Participation Agreement - Statewide Prevention and Early Intervention (PEI) Program
California Mental Health Services Authority (CalMHSA)	Participation Agreement - Quality Measures and Performance Improvement Program
Family Health Centers of San Diego Inc.	Establish a care transition pathway for SDCPH patients who require follow-up care at a FHCSF Facility
Alliant International University	Provide students clinical and population-based educational and training experiences and observational opportunities in public health.
Alvarado Hospital, LLC	Provide managed care inpatient acute psychiatric services, crisis stabilization unit and emergency psychiatric unit services.
Antioch University, Los Angeles	Place students in approved internship/practicum within the County of San Diego, Health and Human Services Agency, Behavioral Health Services.

Entity/Organization	Service Provided
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 members in the San Diego County.
Blue Shield of California Promise Health Plan	Community investment agreement between Blue Shield of California Promise Health Plan and County of San Diego for funding for the San Diego Care Coordination Pilot joint venture.
Broadway Tower Associates, L.P.	Mental Health Services Act (MHSA) housing developments: Celadon
Broadway Tower Associates, L.P.	For the development and implementation of supportive services
Aetna Better Health of California	Coordinate public health, behavioral health and other services provided by HHSA with the health care provided for eligible Medi-Cal members.
Community Health Group	Coordinate public health, behavioral health and other services provided by HHSA with the health care provided for eligible Medi-Cal members.
HealthNet	Coordinate public health, behavioral health and other services provided by HHSA with the health care provided for eligible Medi-Cal members.
Molina Healthcare	Coordinate public health, behavioral health and other services provided by HHSA with the health care provided for eligible Medi-Cal members.
Kaiser Foundation Health Plan, Inc.	Coordinate public health, behavioral health and other services provided by HHSA with the health care provided for eligible Medi-Cal members enrolled in the MCP,
Brookman-Frazee, I, Lauren/UCSD, CASRC	Data extraction of child information
California Mental Health Services Authority	Behavioral Health Quality Improvement Program

Entity/Organization	Service Provided
California Southern University (CalSouthern)	Approved University's internship/practicum students and County of San Diego Health and Human Services Agency, Behavioral Health Services to provide behavioral health related services.
California State University - San Bernardino	Provide placement of University students in approved internships within the County
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
Cedar Gateway; FPI Management, Inc.; Community Research Foundation, Heritage Clinic	To provide high quality, safe, and affordable permanent supportive housing to MHSA-Eligible Households and to offer MHSA-Eligible Households supportive services to maintain their housing and meet personal goals.
Center for Wireless and Population Health Systems, UCSD	VCU Health - Using Data to Understand and Promote a Culture of Health
Chula Vista Police Department	Mobile Crisis Response Team
Citronica One	For the Development and Implementation of Supportive Services for Citronica One.
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.
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	To share creative works produced for the It's Up to Us stigma and discrimination reduction and suicide prevention campaigns.
County of Santa Barbara	Workforce Education and Training Southern Counties Regional Partnership
CSU San Marcos	Provide students clinical and population-based educational and training experiences and observational opportunities in public health.

Entity/Organization	Service Provided
Department of General Services	Routine maintenance & repair of Edgemoor
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.
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.
Glendale Career Center	Edgemoor & Glendale Career College
Grand Canyon Education	Edgemoor & Grand Canyon University
Grossmont Union High School District	Provide Supervised Practice and Clinical Experience for Program Participants.
HDP Churchill, L.P.	For The Development and Implementation of Supportive Services for the Churchill
HDP Mason Housing Corporation; Solari Enterprises; Community Research Foundation; Hyder	Development and implementation of supportive services for The Mason housing project at 1337-1345 Fifth Ave, San Diego.
HDP New Palace, L.P., SK Management, Telecare Corp	MHSA Special Needs Housing Program
HDP Quality Inn LLC, SK Management, Pathways Community Services, Community Research Foundation	MHSA Special Needs Housing Program
HDP West Park L.P.	Providing housing services.
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, Edgemoor DPSNF will be the alternate evacuation site.
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	Parker Kier Housing Development
Housing Development Partners	Mental Health Services Act (MHSA) Housing Development: Parker-Kier

Entity/Organization	Service Provided
Idaho State University	Provide behavioral health related services and education related services to its clients.
Ivy Senior Apartments (Various)	Provide Strength Based Case Management component for persons who are older adults, who are homeless with a serious mental illness and who may have co-occurring substance disorder.
Maryville University School of Health Professions	Provide educational related services to its clients.
Medical Examiner	For the Medical Examiner to review all resident / patient deaths that take place at Edgemoor DPSNF and identify cause of death.
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 base on Biopsychological and Rehabilitation.
Maryville University School of Health Professions	Provide educational related services to its clients.
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 base on Biopsychological and Rehabilitation.
National Community Renaissance	For the Development and Implementation of Supportive Services for Mission Cove
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.
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	For the Development and Implementation of Supportive Services for Parkview.
Parkview San Marcos II, L.P.	MHSA Housing Development - Parkview

Entity/Organization	Service Provided
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.
Paseo at COMM22	For the Development and Implementation of Supportive Services For Paseo (Comm22)
PATH Villas El Cerrito 1 LP	Provide supportive housing related services to its clients.
Probation Department	Support best practices for positive youth development, the Probation Department established Youth Development and Community Support Services (YDCSS)
Probation Department	Probation to pay for a portion of the cost of each meal for BHS staff assigned to work at Probation's youth facilities
Probation Department ("Probation")	Specialty treatment Unit will serve Youthful Offenders Unit (YOU) program operated by Probation.
Probation Department ("Probation")	To provide integrated services to persons with serious mental illness receiving services funded through the Mental Health Services Act.
Probation Dept; CFWB; Fiscal Services Section	Clarify roles and responsibilities of each division in relation to the Wraparound programs.
Probation Dept	Intervention Services for Probation Clients as per Assembly Bill 109 (AB 109)
Purdue University Global	Provide behavioral health related services and education related services to its clients.
Rady Children's Hospital of San Diego	1) County to ground lease of property for construction and operation of clinical and other facilities, and 2) RCHSD to fund construction of parking garage for joint use between County, RCHSD, and Superior Court on the remainder of the designated property.
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 provides behavioral health related services to its clients and UCSD wishes to conduct research activities in HHSA programs.
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.

Entity/Organization	Service Provided
San Diego Community College District	District provides participation in Behavioral Health Services councils, coordination, and collaboration between College and County-operated and County-contractor providers.
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, CFWB , 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 Dialysis Services, Inc./Fresenius Kidney Care College	Provide Outpatient hemodialysis services to Edgemoor Residents who have End Stage Renal Disease (ESRD) and wish to receive outpatient hemodialysis.
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	Provide a broad range of behavioral health support services to its clients promoting wellness, self-sufficiency and a better quality of life for all individuals and families in San Diego County.
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 Sheriff's Department	Provision of Law Enforcement Services
San Diego Sheriff's Department	COOP Evacuation Site
San Diego Skilled Nursing and/or Long-Term Care Facilities	Provide mutual aid at the time of a disaster.
San Diego State of University Research Foundation (Dr. Lind)	Carry out a grant entitled, "Improving Sustainment through Implementation Supports to Reduce Burnout in Therapists Delivering Child Trauma".
San Diego State University	To provide behavioral health related services to it's clients.
San Diego State University	Research for Multimodal imaging of early neural signature in autism - Fishman, PhD

Entity/Organization	Service Provided
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 Youth Services	Refer youth who are homeless, runaway 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.
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	Parties work collaboratively to ensure the real and personal property of persons admitted to SDCPH is preserved and safeguarded.
Sheriff's Dept	HHSA and SDSD Jail Healthcare Collaboration
Sheriff's Dept	Project In-Reach and Wellness and Mental Health In-Reach Ministry
Sheriff's Dept	Provide Mental Health Services at Detention Facilities
State of California - Department of State Hospitals	Purchase of State Hospital Beds
Substance Abuse Monitoring (SAM)-BHS/PSG/DA	This funding will ensure that the SAM program maintains sufficient capacity to provide data collection, testing, analysis and reporting of drug use of juvenile arrestees. It provides data to HHSA-BHS, PSG, and DA regarding drug use.
Summit College	Provide health and comprehensive skilled nursing facility related services to its clients.
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.

Entity/Organization	Service Provided
Tavarua Senior Apartments, L.P.	Support services for 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	Provide research related services on behalf of the San Diego Community.
The Regents of the University of California, San Diego (Brookman-Frazee)	County provides behavioral health related services to it's clients. UCSD wishes to conduct research activities in HHSA Contracted programs.
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.
University of California, San Diego - (CASRC)	Child and Adolescent Research Services (CASRC) Effectiveness and Implementation of a Mental Health Intervention for ASD. Brookman-Frazee
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	Introspective Accuracy in Mental Illness
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 Principle 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

Entity/Organization	Service Provided
University of California, San Diego - VA San Diego Healthcare System	Provide behavioral health related health related services to it's clients and provide research related services n behalf of the San Diego Community.
University of California, San Diego - Victoria D. Ojeda, PhD, MPH	Impact of Peer Support on Health Services and Social Disparities Among Minority Youth with Serious Mental Illness: Quatitative Component
University of Massachusetts Global	Place students in approved internship/practicum within the County of San Diego, Health and Human Services Agency, Behavioral Health Services.
University of Washington	Provide Students/Residents clinical and population-based educational training experiences and observational experiences in public health and other related areas.
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.
Wakeland Atmosphere, L.P.	Mental Health Services Act (MHSA) housing development: Atmosphere
Wakeland Atmosphere, L.P., FPI Management, Inc., Community Research Foundation	MHSA Housing Program: For Development and Implementation of Supportive Services for Atmosphere
Wakeland Beacon Apartments, LP	Development and Implementation of supportive services for the Beacon Apartments
Wakeland Beacon Apartments, LP	Special Needs Housing Program (SNPH) The Beacon Apartments
Wakeland Trinity Place LP (Various)	Provide ACT/FSP Team Services that integrate intensive case management, rehabilitation and recovery practices. mental health treatment for older adults who has seriously mentally ill, are homeless and may have co-occurring substance use disorder.
Walden University, LLC	Provide healthcare and comprehensive skilled nursing facility related services to its clients.
Western University of Health Sciences	Placement of students from Western University of Health Sciences be placed at County administration clinics and case management.

Entity/Organization	Service Provided
San Diego Association of Governments	Access to the Criminal Offender Information Database (BHS database) Contract is with Probation. BHST Expansion (contract with BHS)
San Diego Housing Commission	Behavioral Health Supportive Services at Valley Vista and Kearny Vista sites.

ATTACHMENT C1

COORDINATION OF CARE FORM



Coordination with Primary Care Physicians and Behavioral Health Services

Coordination of care between behavioral health care providers and health care providers is necessary to optimize the overall health of a client. Behavioral Health Services (BHS) values and expects coordination of care with health care providers, linkage of clients to medical homes, acquisition of primary care provider (PCP) information and the entry of all information into the client's behavioral health record. With healthcare reform, BHS providers shall further strengthen integration efforts by improving care coordination with primary care providers. Requesting client/guardian authorization to exchange information with primary care providers is mandatory, and upon authorization, communicating with primary care providers is required. **County providers shall utilize the *Coordination and/or Referral of Physical & Behavioral Health Form & Update Form*, while contracted providers may obtain legal counsel to determine the format to exchange the required information.**

This requirement is effective immediately and County QI staff and/or COTR will audit to this standard beginning FY 13-14.

For all clients:

Coordination and/or Referral of Physical & Behavioral Health Form:

- Obtain written consent from the client/guardian on the *Coordination and/or Referral of Physical & Behavioral Health Form*/ contractor identified form at intake, but no later than 30 days of episode opening.
- For clients that do not have a PCP, provider shall connect them to a medical home. Contractor will initiate the process by completing the *Coordination and/or Referral of Physical & Behavioral Health Form* /contractor form and sending it to the PCP within 30 days of episode opening. It is critical to have the specific name of the treating physician.
- Users of the form shall check the appropriate box at the top of the *Coordination and/or Referral of Physical & Behavioral Health Form* /contractor form noting if this is a referral for physical healthcare, a referral for physical healthcare and medication management, a referral for total healthcare, or coordination of care notification only. If it is a referral for physical healthcare, or physical healthcare and medication management, type in your program name in the blank, and select appropriate program type.

Coordination of Physical and Behavioral Health Update Form:

- Update and send the *Coordination of Physical and Behavioral Health Update Form* /contractor form if there are significant changes like an addition, change or discontinuation of a medication.
- Notify the PCP when the client is discharged from services by sending the *Coordination of Physical and Behavioral Health Update Form* /contractor form. The form shall be completed prior to completion of a discharge summary.

Tracking Reminders:

- Users of the form shall have a system in place to track the expiration date of the authorization to release/exchange information.
- Users of the form shall have a system in place to track and adhere to any written revocation for authorization to release/exchange information.
- Users of the form shall have a system in place to track and discontinue release/exchange of information upon termination of treatment relationship. Upon termination of treatment the provider may only communicate the conclusion of treatment, but not the reason for termination.

Coordination and/or Referral of Physical & Behavioral Health Form

- ☐ Referral for *physical* healthcare – [Program Name] will continue to provide specialty behavioral health services
☐ Mental Health ☐ Alcohol and Drug
- ☐ Referral for *physical* healthcare & Medication Management – [Program Name] will continue to provide limited specialty behavioral health services
☐ Mental Health ☐ Alcohol and Drug
- ☐ Referral for *total* healthcare – [Program Name] is no longer providing specialty behavioral health services. Available for psychiatric consult.
- ☐ Coordination of care notification only.

Section A: CLIENT INFORMATION

Client Name: Last	First	Middle Initial	AKA	☒	Male	☐	Female
Street Address				Date of Birth			
City				Telephone #			
Zip				Alternate Telephone #			

Section B: BEHAVIORAL HEALTH PROVIDER INFORMATION

Name of Treatment Provider:	Name of Treating Psychiatrist (If applicable)
Agency/Program	
Street Address	City, State, Zip
Telephone #	Specific provider secure fax # or secure email address:
Date of Initial Assessment:	
Focus of Treatment (<i>Use Additional Progress Note if Needed</i>)	
Case Manager/ Mental Health Clinician/ Alcohol and Drug Counselor/ Program Manager:	Behavioral Health Nurse: Phone #:

Date Last Seen	Mental Health Diagnoses:
	Alcohol and Drug Related Diagnoses:

Current Mental and Physical Health Symptoms (*Use Additional Progress Note if Needed*)

Current Mental Health and Non-Psychiatric Medication and Doses
 (*Use Additional Medication/Progress Note if Needed*)

Last Psychiatric Hospitalization
☐ Date: ☐ None

Section C: PRIMARY CARE PHYSICIAN INFORMATION

Provider's Name

Organization OR Medical Group

Street Address

City, State, Zip

Telephone #:	Specific provider secure fax # or secure email address:
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**Section D: FOR PRIMARY CARE PHYSICIAN COMPLETION
 ACCEPTED FOR TREATMENT OR REFERRED BACK TO SDCBHS
 PROGRAM (PLEASE COMPLETE THE FOLLOWING INFORMATION AND
 RETURN TO BEHAVIORAL HEALTH PROVIDER WITHIN TWO WEEKS
 OF RECEIPT)**

☐ Coordination of Care notification received.
 If this is a primary care referral, please indicate appropriate response below:

- ☐ Patient accepted for physical health treatment only
- ☐ Patient accepted for physical healthcare and psychotropic medication treatment while additional services continue with behavioral health program
- ☐ Patient accepted for total healthcare including psychotropic medication treatment
- ☐ Patient not accepted for psychotropic medication treatment and referred back due to:

Sensitive Information: I understand that the information in my record may include information relating to sexually transmitted diseases, acquired immunodeficiency syndrome (AIDS), or infection with the Human Immunodeficiency Virus (HIV). It may also include information about mental health services or treatment for alcohol and drug abuse.

Right to Revoke: I understand that I have the right to revoke this authorization at any time. I understand if I revoke this authorization I must do so in writing. I understand that the revocation will not apply to information that has already been released based on this authorization.

Photocopy or Fax:

I agree that a photocopy or fax of this authorization is to be considered as effective as the original.

Redisclosure: If I have authorized the disclosure of my health information to someone who is not legally required to keep it confidential, I understand it may be redisclosed and no longer protected. California law generally prohibits recipients of my health information from redisclosing such information except with my written authorization or as specifically required or permitted by law.

Other Rights: I understand that authorizing the disclosure of this health information is voluntary. I can refuse to sign this authorization. I do not need to sign this form to assure treatment. I understand that I may inspect or obtain a copy of the information to be used or disclosed, as provided in 45 Code of Federal Regulations section 164.524.

SIGNATURE OF INDIVIDUAL OR LEGAL REPRESENTATIVE

SIGNATURE:

DATE:

Client Name (Please type or print clearly)

Last:

First:

Middle:

IF SIGNED BY LEGAL REPRESENTATIVE, PRINT NAME:

RELATIONSHIP OF INDIVIDUAL:

Expiration: Unless otherwise revoked, this authorization will expire on the following date, event, or condition: _____

If I do not specify an expiration date, event or condition, this authorization will expire in one (1) calendar year from the date it was signed, or 60 days after termination of treatment.

- ☐ Information Contained on this form
- ☐ Current Medication & Treatment Plan
- ☐ Substance Dependence Assessments
- ☐ Assessment /Evaluation Report

- ☐ Discharge Reports/Summaries
- ☐ Laboratory/Diagnostics Test Results
- ☐ Medical History
- ☐ Other _____

The above signed authorizes the behavioral health practitioner and the physical health practitioner to release the medical records and Information/updates concerning the patient. The purpose of such a release is to allow for coordination of care, which enhances quality and reduces the risk of duplication of tests and medication interactions. Refusal to provide consent could impair effective coordination of care.

I would like a copy of this authorization ☒ **Yes** ☐ **No**
Clients/Guardians Initials

→ Please place a copy of this Form in your client's chart

TO REACH A PLAN REPRESENTATIVE

Care1st Health Plan
 (800) 605-2556



Community Health Group
 (800) 404-3332



Health Net
 (800) 675-6110



Kaiser Permanente
 (800) 464-4000



Molina Healthcare
 (888) 665-4621



Access & Crisis Line
 (888) 724-7240





COORDINATION OF PHYSICAL AND BEHAVIORAL HEALTH UPDATE FORM

CLIENT NAME

Last	First	Middle
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Date of Birth	☐ Male	☐ Female
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BEHAVIORAL HEALTH UPDATE

Date: _____

Treating Provider Name	Phone	FAX
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Treating Psychiatrist Name (If applicable)	Phone	FAX
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☐ Medications prescribed on _____ Date	Name/Dosage: _____
☐ Medications changed on _____ Date	Name/Dosage: _____
☐ Medications discontinued on _____ Date	Name/Dosage: _____

☐ Medications prescribed on _____ Date	Name/Dosage: _____
☐ Medications changed on _____ Date	Name/Dosage: _____
☐ Medications discontinued on _____ Date	Name/Dosage: _____

☐ **Diagnosis Update :**

☐ **Key Information Update:**

☐ **Discharge from Treatment Date:**

☐ **Follow-up Recommendations:**

PRIMARY CARE PHYSICIAN UPDATE

Please provide any relevant Update/Change to Patient's Physical Health Status.

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 ProvidersInitial 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 member'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 beneficiary, the client will be issued a Notice of Adverse Benefit Determination (NOABD) and his or her beneficiary 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 member 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 beneficiary'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 beneficiary 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 beneficiary 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 beneficiary, 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 consumers, 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 members 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 members.

Objectives of the Grievance and Appeal Policy

- To assist individuals in accessing medically necessary, high quality, trauma informed, consumer centered mental health services and education.
- To provide a formal process for independent resolution of grievances and appeals.
- To respond to consumer 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 consumers during grievance and appeal processes.
- To provide education regarding, and easy access to, the grievance and appeal process through widely available informational brochures, posters, and self-addressed grievance and appeal forms located at all provider sites.
- To educate members, consumers, 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; or 6. The denial of a beneficiary's request to dispute financial liability.
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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 beneficiary or provider, and/or those granted when there is a need for additional information from the beneficiary or provider, when the extension is in the beneficiary's interest.
Beneficiary:	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 beneficiary 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 process.
Grievance Process:	A formal process for the purpose of hearing and attempting to resolve beneficiary 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):	Members must receive a written NOABD when the MHP takes any of the actions described in the Adverse Benefit Determination. The MHP must give members 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 beneficiary'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 beneficiary'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 beneficiary's adverse benefit determination.
Patient Advocacy Organizations:	Community based programs that provide education, information, outreach, and advocacy services, including investigation of patients' rights complaints, grievances from members 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 members.
QA Unit:	The Quality Assurance Unit, within County of San Diego Behavioral Health Services that provides monitoring and oversight 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 members 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). Members 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. Members 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.
- Members' rights and confidentiality shall be protected at all stages of the grievance process by all providers, advocates, and MHP representatives involved.
- Members 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.

Members 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.
- Members 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

- Members 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 beneficiary at the point of intake to a program and annually during the provision of services. Members will be given copies of the available grievance brochures upon request. Members 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 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 consumers at all provider sites in a visible location, without the consumer 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 beneficiary, the MHP must provide a Medi-Cal beneficiary with a Notice of Adverse Benefit Determination (NOABD), which informs the beneficiary of his or her right to a State Fair Hearing, and the right to call a patient advocate. The consumers are not required to wait for the NOABD before requesting a State Fair Hearing.

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 of the expression of dissatisfaction brought up with the provider or program management is unsatisfactory, the Members 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 beneficiary by advocacy organization, and includes the date of receipt, as well as the name, telephone number, and address of the representative whom the beneficiary 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 Improvement Unit. The client may inquire about the status of the grievance at any time by calling the involved contractor.

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 beneficiary 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 90 calendar days of receipt, in accordance with Title 9 requirements. This timeline may only be extended for good cause and cannot exceed 14 calendar days. Consumer agreement to any good cause extension must also be documented.
- If the timeline will be extended beyond 90 days not at the request of the enrollee, the MHP will give the enrollee an applicable Notice of Adverse Benefit Determination (NOABD) and include the status of the grievance and the estimated date of resolution, which shall not exceed 14 calendar days. If the Patient Advocacy Organization extends the timeframe, it must: a) give the beneficiary prompt oral notice of the delay; b) within two (2) calendar days of making the decision, give the beneficiary written notice of the reason for the decision to extend the timeframe and inform the beneficiary of the right to file a grievance if he/she disagrees with that decision; and c) resolve the grievance no later than the date of the extension expires.
- The contractor shall document all efforts made on behalf of the consumer 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 beneficiary or documentation of the reason(s) that there was not a final disposition.
- The beneficiary and/or the authorized representative shall be notified in writing of the determination and his/her right to an appeal. Medi-Cal members 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 beneficiary contacts one of the Patient Advocacy Organizations to file an appeal to review 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 beneficiary's request to dispute financial liability.

- Federal regulations require Members to file an appeal within 60 calendar days from the date of the NOABD.
- The beneficiary 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 beneficiary require a written consent. The beneficiary 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 beneficiary requests to see the log, the content pertaining to the beneficiary will be summarized in writing.

- The beneficiary 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. If the extension is required, the Patient Advocacy Organizations will contact the beneficiary to discuss the extension that shall not exceed 14 days. If the Patient Advocacy Organization extends the timeframe, it must: a) give the beneficiary prompt oral notice of the delay; b) within two (2) calendar days of making the decision, give the beneficiary written notice of the reason for the decision to extend the timeframe and inform the beneficiary of the right to file a grievance if he/she disagrees with that decision; and c) resolve the appeal no later than the date of the extension expires.
- A written acknowledgment of the appeal receipt must be provided to the beneficiary and must be postmarked within five (5) calendar days of receipt.
- The beneficiary 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 beneficiary 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 beneficiary is deemed to have exhausted the MHP's appeals process and may initiate a State Fair Hearing.

Expedited Appeal Procedures

- Expedited appeals can be requested if a beneficiary or the provider certifies that the standard appeal timeline could seriously jeopardize the beneficiary's life, health or ability to attain, maintain or regain maximum function.
- When a Medi-Cal beneficiary, or his/her designated representative, files an expedited appeal against the MHP or a provider, the appeal shall be handled expeditiously. The beneficiary 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 members' discharge from the services, the beneficiary 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 beneficiary is notified orally and in writing no later than 72 hours from the date of receipt of the expedited appeal. However, in some limited instances, it may be necessary for the timeframe to be extended by up to 14 calendar days if the beneficiary requests an extension.
- If the MHP requests an extension of the expedited appeal, the MHP will give the beneficiary written notice of the reason for delay within two (2) calendar days and inform the beneficiary of the right to file a grievance if he/she disagrees with that decision.
- A Medi-Cal beneficiary has the right to request a State Fair Hearing after receiving notice that the

- If the MHP fails to adhere to the notice and timing requirements, the beneficiary 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 members may request a State Fair Hearing. A beneficiary 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. Members must exhaust the MHP's appeal process prior to requesting a State Fair hearing. A beneficiary, 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 Members 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 Members 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 beneficiary'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 beneficiary 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 beneficiary may call (800) 952-8349. The beneficiary 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 BHS QA Unit shall be responsible for monitoring grievances and appeals, identifying issues and making recommendations for needed system improvement.
- On a monthly basis, by the 20th of each 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 will keep centralized records regarding all grievance procedures. Records shall include: the nature of the grievances; timelines for grievance or appeal receipt and resolution; and disposition details. The records shall also include a mechanism for tracking outcomes of grievances and State Fair Hearings which were referred to other entities. An Annual Managed Care Program Annual Report (MCPAR) shall be submitted to DHCS on the 1st of September of every year.

ATTACHMENT H2

SAMPLE BOILERPLATE CONTRACT



**COUNTY CONTRACT NUMBER [#Insert Number]
AGREEMENT WITH [#CONTRACTOR'S NAME] FOR [#SERVICES TO BE PROVIDED]**

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.*

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, describe company, 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, *[# 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]*. 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:

ARTICLE 1
PERFORMANCE OF WORK

- 1.1 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.
- 1.2 Contractor's Representative. The person identified on the signature page ("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.
- 1.3 Contractor as Independent Contractor. Contractor is, for all purposes of this Agreement, an independent contractor, and neither Contractor nor Contractor's employees or subcontractors shall be deemed to be employees of the County. Contractor shall

**COUNTY CONTRACT NUMBER [#Insert Number]
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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 employees, which shall include inspection of property to identify potential hazards. Neither Contractor nor Contractor's employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.

- 1.4 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 agents, employees, subcontractors, and consultants 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 agent, employee, subcontractor, or consultant shall be at Contractor's sole cost and expense, and County shall have no obligation to pay Contractor's agents, employees subcontractors, or consultants; 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.

- 1.4.1 "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.
- 1.4.2 Required Subcontract Provisions: Contractor shall notify all Related Subcontractors of Contractor's relationship to County. Contractor shall include in its Related Subcontracts and require Related Subcontractors' compliance with the provisions of Articles 3, 7, 8, 9, 10, 11, 13, 14 and 16, and section 4.6.1 of Article 4, hereunder except altered as necessary for proper identification of the contracting parties.
- 1.4.3 *[# 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.
- 1.4.4 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 1.4.4 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.

- 1.5 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.

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- 1.6 **DVB Participation.** If this Agreement resulted from a solicitation containing Disabled Veteran Business (“DVB”) requirements and forms, 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 DVB requirements, including meeting the DVB Percent of Utilization on Contractor’s DVB Subcontractor Participation Plan. Contractor shall maintain a rate of DVB 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.

If in County’s determination, Contractor is not in compliance with all DVB 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 DVB requirements and/or (ii) withholding of payments to Contractor equivalent to the amount of DVB underutilization. Such corrective actions shall be in addition to any other remedies the County may have under this Agreement or at law or equity.

- 1.7 **Preferred Vendor.** If this Agreement resulted from a solicitation where Contractor claimed Preferred Vendor 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 California Military and Veterans Code § 999 or successor statute) throughout the term of this Agreement.

**ARTICLE 2
SCOPE 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 **[# 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 **Right to Acquire Equipment and Services.** 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.
- 2.3 **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 any of Contractor’s employees, 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 employees 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.
- 2.3.1 Contractor shall repair or replace, at Contractor’s expense, all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.
- 2.4 **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

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purchase and disposition of the property. Inventory records on non-expendable equipment 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
DISENTANGLEMENT**

3.1 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.

3.2 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.

3.3 Specific Obligations.

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

3.3.1 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.

3.3.2 Client Authorizations.

Contractor shall obtain from clients served by Contractor all client consents or authorizations legally necessary to transfer client data to Replacement Provider.

3.3.3 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.

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3.3.4 Return, Transfer, and Removal of Assets.

Contractor shall return to County all County assets in Contractor's possession, pursuant to section 2.4 of this Agreement.

County shall be entitled to purchase at net book value Contractor assets used primarily for the provision of Disentangled Services to or for County, other than those assets expressly identified as not being subject to this provision. Contractor shall promptly remove from County's site any Contractor assets that County, or its designee, chooses not to purchase under this provision.

3.3.5 Delivery of Documentation.

Notwithstanding section 13.5 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.

3.3.6 *[# only include this paragraph in software agreements.]* Licenses to Proprietary Software.

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 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 4.12 and 4.1.3 for cost reimbursement]

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 on the Signature Page.

4.2 Compensation. *[# include this wording for cost reimbursement. Otherwise, delete while leaving "4.2 Compensation." and 4.2.1 in place]* 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

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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. *[# optional – include for T&M, etc.]* Invoices must include a progress report documenting the status and accomplishments of Contractor.

- 4.3.2.2 Contractor invoices shall include the following language:

I certify, 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

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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 4.6.3.1 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 any 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 12.

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 12.

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,

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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 12 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 on the signature page 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.

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- 5.3 Agreement Progress Meeting. The COR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance, with the COR serving as meeting chair. At these meetings the COR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also 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. Appropriate action shall be taken to resolve outstanding issues. 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 15 "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.
- 7.1.2 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.
- 7.1.3 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 7.1.2 above.
- 7.1.4 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.
- 7.1.5 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,

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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 of San Diego 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.
- 7.5 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 or Contractor's employees, directors, officers, agents, subcontractors, vendors, consultants, or volunteers from 1) accessing County data systems and County owned software applications, including websites, domain names, platforms, physical files, 2) treating County's patients, clients, or facility residents, or 3) providing any other services under this Agreement.

**ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS**

- 8.1 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.
- 8.2 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 employees 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.
- 8.3 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

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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.

- 8.4 **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).
- 8.5 **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.
- 8.6 **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.
- 8.7 **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.
- 8.8 **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.
- 8.9 **Lobbying.** Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply 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.
- 8.9.1 **[# remove this clause unless federal funds are being used] 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.
- 8.10 **Religious Activity Prohibited.** There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 **[# may be removed for consultants unless federal funds are used] Audit Requirement.**
- 8.11.1 Contractor shall annually engage a Licensed Certified Public Accountant licensed to perform audits and attests in the State of California to conduct an annual financial audit of the organization. Contractors that expend \$750,000 or more of federal grant funds per year shall also 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

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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.

8.11.2 Contractor shall immediately notify County upon learning that Contractor's independent Certified Public Accountant may or will issue a disclaimer of opinion due to substantial doubt of Contractor's ability to continue as a going concern.

8.12 **Board of Supervisors' Policies.** Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors, available on the County of San Diego website: ***[# add other policies that may apply for certain types of services]***

8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and

8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and veteran owned businesses in County procurements; and

8.12.3 **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; and

8.12.4 **Interlocking Directorate.** 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; and

8.12.5 **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 and perform services as safely, effectively, and efficiently as possible, 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.

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

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

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

8.12.5.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.

8.12.5.2 Contractor shall inform all employees who are performing applicable services of the County's Board Policy C-25 and the above prohibitions.

8.13 **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.

8.14 **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

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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.

8.15 Clean Air Act and Federal Water Pollution Control Act.

8.15.1 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.

8.15.1.1 ***[# remove unless federal funds are being used and contract amount exceeds \$150,000]*** Contractor agrees to 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. Contractor agrees to include this requirement in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

8.16 Debarment, Exclusion, Suspension, and Ineligibility.

8.16.1 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, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:

8.16.1.1 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; and

8.16.1.2 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;

8.16.1.3 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; and

8.16.1.4 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.

8.16.1.5 Are not proposed for debarment by any state, local, or federal department or agency.

8.16.1.6 Do not have a judgment rendered against them by a body described in 8.16.1.5 that is unsatisfied.

8.16.1.7 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 8.16.1.5 or (ii) had one or more public transactions (federal, state, or local) terminated for cause or default.

8.16.2 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 8.16 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.

8.16.3 *[# remove unless federal funds are being used]*** Debarment and Suspension.**

8.16.3.1 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).

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- 8.16.3.2 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.
- 8.16.3.3 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.

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

- 8.17.1 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;
- 8.17.2 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;
- 8.17.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster.

8.18 False Claims Act Training. 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 employees, directors, officers, agents, Related Subcontractors, or volunteers providing services under this Agreement. Contractor shall maintain verification of this training. Contractor shall retain verifications in accordance with the Agreement requirement for retention of records

8.19 Code of Ethics. As a material term and condition of this Agreement, Contractor shall develop and implement a Code of Ethics or similar document and maintain it during the term of this Agreement. Additionally, Contractor shall train all employees and volunteers on the Code of Ethics, and all employees, volunteers, directors, officers, and agents shall certify that they have received training and have been provided an opportunity to ask questions of their employer regarding the Code of Ethics. Contractor shall retain these certifications in accordance with the Agreement's provision regarding retention of records

8.20 Compliance Program. Contractors with an agreement that exceeds more than \$250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608, regardless of funding source or services.

8.21 Investigations. Unless prohibited by an investigating government authority, Contractor shall cooperate and participate fully in any investigation initiated by County relative to this Agreement. Upon County's request, Contractor shall promptly provide to County any and all documents, including any and all communications or information stored digitally, and make available for interviews any employee(s) of Contractor identified by County. Contractor further agrees to immediately notify County if any employee, director, officer, agent, subcontractor, vendor, consultant, or volunteer 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.

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, unless otherwise protected by applicable law or privilege.

8.22 [# include when applicable] Prevailing Wage. 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

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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:

- 8.22.1 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;
- 8.22.2 Contractor shall maintain and make available payroll and worker records in accordance with Labor Code sections 1771.4(a)(3), 1776 and 1812;
- 8.22.3 If apprentices are employed on the project, Contractor shall ensure compliance with Labor Code section 1777.5;
- 8.22.4 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;
- 8.22.5 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;
- 8.22.6 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;
- 8.22.7 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
- 8.22.8 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>.

[# 8.23 and following are applicable only to contracts with federal funding.]

- 8.23 ***[# remove this clause unless federal funds are being used]*** Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. Contractor shall, in accordance with 2 CFR 200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firms by:
 - 8.23.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 8.23.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 8.23.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 8.23.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - 8.23.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 8.24 ***[# remove this clause unless federal funds are being used]*** 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

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in the performance of this Agreement will be at least the amount required by applicable specifications or other contractual requirements.

8.24.1 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:

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

8.24.1.2 Meeting contract performance requirements; or

8.24.1.3 At a reasonable price.

8.24.2 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>.

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

8.24.3.1 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.

8.25 ***[# remove this clause unless federal funds are being used]*** 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).

8.25.1 "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.

8.25.2 "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.

8.26 ***[# remove this clause unless federal funds are being used]*** 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:

8.26.1 Procure or obtain;

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

8.26.3 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).

8.26.3.1 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).

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

8.26.3.3 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.

8.27 ***[# remove this clause unless federal funds are being used to employ mechanics or laborers]*** Contract Work Hours and Safety Standards. 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.

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

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- 8.28.1 Access to Records. The following access to records requirements apply to this Agreement:
- 8.28.1.1 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.
 - 8.28.1.2 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.
 - 8.28.1.3 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.
 - 8.28.1.4 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.
- 8.28.2 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.
- 8.28.3 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.
- 8.28.4 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.
- 8.28.5 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.
- 8.28.6 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.]***
- 8.28.6.1 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.
 - 8.28.6.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) 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 (a) 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 (a) of this section.
 - 8.28.6.3 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 (b) of this section.
 - 8.28.6.4 Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) 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 (a) through (d) of this section.

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**ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT**

- 9.1 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.
- 9.1.1 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.
- 9.2 Conduct of Contractor.
- 9.2.1 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.
- 9.2.2 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.
- 9.2.3 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.
- 9.2.4 Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers shall not offer, directly or indirectly, any unlawful gift, gratuity, favor, entertainment, or other item(s) of monetary value to an employee or official of the County.
- 9.2.5 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.
- 9.3 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:
- 9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;
- 9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
- 9.3.3. 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
- 9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.
- 9.4 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.
- 9.4.1 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.

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- 9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

**ARTICLE 10
INDEMNITY AND INSURANCE**

- 10.1 **Indemnity.** County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (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 or its Contractors, licensees, agents, servants or employees, 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 sections 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its 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 or its officers, employees, agents, contractors, licensees or servants. 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 but not limited to attorneys' fees) 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 the same 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.

- 10.2 **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 10.1 are independent of, and shall in no way limit, Contractor's and its insurer's requirements under this section 10.2 and Exhibit B.

**ARTICLE 11
AUDIT AND INSPECTION**

- 11.1 **Audit and Inspection.**
- 11.1.1 Authorized federal, State and County representatives and their designated inspectors shall each have the following rights ("Audit and Inspection"):
- 11.1.1.1 to monitor, assess, and evaluate Contractor's performance under this Agreement;
 - 11.1.1.2 to conduct audits, inspections, reviews of reports, and interviews of staff and participants involved with the services provided under this Agreement; and
 - 11.1.1.3 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.
- 11.1.2 Contractor shall fully cooperate with any Audit and Inspection. County shall perform Audits and Inspections in a manner so as not to unduly interfere with Contractor's performance.
- 11.1.3 At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or federal officials for examination 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 of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

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- 11.1.4 If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.
- 11.2 External Audits. Contractor shall provide the following to the COR:
- 11.2.1 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.
- 11.2.2 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.
- 11.2.3 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.
- 11.2.4 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.
- 11.3 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 15 "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.
- 11.3.1 Contractor shall maintain, and the records referred to in section 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 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 12
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 13
USE OF DOCUMENTS AND REPORTS**

- 13.1 Findings Confidential. 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

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disclose to any individual or organization any reports, records, data, or other information received, prepared, or assembled by Contractor under this Agreement

- 13.2 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.
- 13.3 Confidentiality. Contractor agrees to maintain the confidentiality of and take industry appropriate and 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 and pursuant to this section 13.3, 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.
- 13.4 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 10.1 of this Agreement extend to any Claim (as defined in section 10.1) against the County Parties (as defined in section 10.1) 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.
- 13.5 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.
- 13.6 ***[# may be removed for consultants unless federal funds are used]*** Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be requested by the COR and agreed to by the Contractor. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.

ARTICLE 14

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

ARTICLE 15

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,

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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 16
GENERAL PROVISIONS**

- 16.1 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.
- 16.1.1 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.
- 16.2 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 16.1 above. Any purported assignment or delegation in violation of this section shall be null and void
- 16.3 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.
- 16.4 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.
- 16.5 Sections and Exhibits. All recitals, sections, and exhibits referred to in this Agreement are incorporated herein by reference.
- 16.6 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.
- 16.7 Governing Law. This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
- 16.8 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.
- 16.9 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.
- 16.10 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.
- 16.11 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.
- 16.12 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.
- 16.13 Successors. Subject to the limitations set forth in sections 16.1 and 16.2 above, 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.
- 16.14 Time. Time is of the essence for each provision of this Agreement.

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- 16.15 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.
- 16.16 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.
- 16.17 Third Party Members 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.
- 16.18 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.
- 16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee 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 Personal Information (PI), Personally Identifiable Information (PII) and/or Personal Health Information (PHI); 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. However, if this Agreement includes Article 14, Contractor must adhere to the timelines and processes contained in Article 14.
- 16.20 Responsiveness to Community Concerns. 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 ("Complaints"), unless prohibited by applicable State, federal, or local law. Complaints include, but are not limited to, issues of abuse or quality of care, or issues regarding a program or facility applicable to this Agreement. Contractor shall take appropriate steps to acknowledge receipt of Complaint(s) from individuals or organizations and to address or resolve all Complaints. Contractor shall promptly notify the County of the status and disposition of all 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.
- 16.21 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant, or volunteer 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. Furthermore, for any individuals identified above who will be assigned to sensitive positions funded by this Agreement, background checks shall be in compliance with Board of Supervisors Policy C-28, available on the County of San Diego website. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. If this Agreement includes Article 14, Contractor must also adhere to requirements contained in Article 14.

Contractor shall have a documented process for reviewing the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients or risk to services to be performed under Agreement. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of such persons listed above in this section.

- 16.21.1 Contractor shall utilize a subsequent arrest notification service or perform a criminal background check annually during the term of this Agreement for any employee, director, officer, agent, subcontractor, consultant, or volunteer who will be providing any services under this Agreement. Contractor shall keep the documentation of their review and consideration of the individual's criminal history on file in accordance with paragraph 11.4 "Maintenance of Records."

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16.21.2 Definitions

16.21.2.1 Minor: Individuals under the age of eighteen (18) years old.

16.21.2.2 Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity that may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them. Activities of daily living are defined as the basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.

16.21.2.3 Volunteer: A person who performs a service willingly and without pay.

16.22 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 8.1, 8.21, 10.1, 16.4, 16.7, and Articles 3, 4, 7, 11, 12, and 13.

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SIGNATURE PAGE

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 below 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.

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.

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.

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 ###/###/#### - ###/###/#### \$ _____

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First Option Period	##/##/#### - ##/##/####	\$ _____
Second Option Period	##/##/#### - ##/##/####	\$ _____
Third Option Period	##/##/#### - ##/##/####	\$ _____
Fourth Option Period	##/##/#### - ##/##/####	\$ _____

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

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

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

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

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.

CONTRACTOR:

COUNTY OF SAN DIEGO:

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

JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

By:

By:

#NAME
#TITLE
#DATE

#NAME
#TITLE
#DATE