

**SPECIALTY MENTAL HEALTH SERVICES AGREEMENT**

THIS CONTRACT, is made and entered into on this **DATE** by and between the **COUNTY OF ALAMEDA**, a body corporate and politic of the State of California, hereinafter referred to as "**County**," and CONTRACTOR hereinafter referred to as "**Contractor**".

WITNESSETH:

WHEREAS, County is desirous of contracting with Contractor for the provision of certain services, a description of which is presented in Exhibit A(s), attached hereto; and

WHEREAS, Contractor agrees to provide specialty mental health services to Medi-Cal beneficiaries and/or other members of the Mental Health Plan as defined by the Alameda County Behavioral Health Care Services ("**ACBH**"); and

WHEREAS, Contractor is willing to provide proof of insurance as specified in Exhibit C, attached hereto; and

WHEREAS, Contractor is a Business Associate as defined in the Health Insurance Portability and Accountability Act and its implementing federal regulations, Exhibit E (HIPAA), attached hereto; and

WHEREAS, Contractor is willing and able to perform duties and render services which are determined by the Board of Supervisors to be necessary or appropriate for the welfare of residents of County; and

WHEREAS, County desires that such duties and services be provided by Contractor, and Contractor agrees to perform such duties and render such services, as more particularly set forth below:

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

1. **Definitions.** Words and terms used in this contract are intended to have their usual meanings unless a particular or more limited meaning is associated with their usages in Section 14000 et. seq. of the Welfare and Institutions Code or Title 9 of the California Code of Regulations, Division 1 pertaining to the rendition of specialty mental health services or unless specifically defined in this Section or otherwise in this Contract.

**Contractor** shall mean any independent health provider credentialed or organization certified to provide services to Medi-Cal beneficiaries and/or to contract with the Mental Health Plan.

**Independent Health Provider** shall mean an individual or group of individual providers licensed to practice psychotherapy independently and credentialed by the Mental Health Plan.

**Organizational Provider** shall mean an organization or clinic which meets the Mental Health Plan provider certification standards and has been certified by the Mental Health Plan.

**Beneficiary** shall mean any person who meets medical necessity criteria with moderate to severe impairment and is certified as eligible for services under the Medi-Cal program and/or other eligible programs as defined by ACBH in accordance with Code of California Regulations.

**Mental Health Plan** shall mean the entity responsible for managing specialty mental health services.

**Mental Health Plan Provider Network Handbook** shall mean the Mental Health Plan's manual developed by ACBH containing the policies and procedures of the Mental Health Plan.

**Retrospective Review** shall mean the process by which the Mental Health Plan reserves the right to review services provided to beneficiaries and/or members in order to determine the medical necessity thereof.

**State-County Plan** shall mean the Plan that governs the relationship between the State of California and ACBH.

**Quality Assurance Manual** shall mean the ACBH Quality Assurance Manual made available to Contractor on County's website<sup>1</sup> and which may be amended by County from time to time.

2. **Term of Agreement.** The Term of this Agreement shall be from the **DATE** and shall continue year to year until terminated in accordance with this Agreement. Termination of this Agreement shall be subject to the provision set forth in Paragraph III of Exhibit B of this Agreement.

Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Agreement will be purchased by County from Contractor under a new Agreement following expiration or termination of this Agreement. Contractor waives all rights or claims to notice or hearing respecting any failure by County to continue to purchase all or any such service from Contractor following the expiration or termination of this Agreement.

3. **Program Description and Performance Requirements – Exhibit A(s).** This Agreement shall be accompanied by Exhibit A(s), and by this reference made a part hereof, providing a description of the duties and services to be performed for County by Contractor, and Contractor agrees to comply with all provisions, to perform all work, and to provide all such duties and services set forth in Exhibit A(s) in a professional and diligent manner.
4. **Terms and Conditions of Payment – Exhibit B(s).** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A and the Mental Health Plan Provider Network Handbook, payment shall be made pursuant to the terms and conditions set forth in Exhibit B(s), attached hereto and by this reference made a part hereof. Unless an amendment to this Agreement otherwise provides, that amount shall in no event be exceeded by Contractor, and County shall under no circumstances be required to pay in excess of that amount.

Unless it is otherwise provided in Exhibit B(s) to this Agreement, Contractor shall submit all claims for reimbursement under the Agreement within sixty (60) days after the ending date of the Agreement. Any claims submitted after sixty (60) days after the ending date of the Agreement will not be subject to reimbursement by the County. Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after sixty (60) days following the ending date of the agreement will be disallowed under audit by the County.

Contractor agrees to comply with all requirements which are now, or may hereafter be, imposed by the funding government with respect to the receipt and disbursement of the funds referred to in Exhibit B(s), as well as such requirements as may be imposed by County. Without limiting the generality of the foregoing, Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal programs without prior written approval of County.

5. **Insurance – Exhibit C.** Contractor shall maintain in full force and effect, at all times during the term of this Agreement, those insurance and bonding documentation described in Exhibit C, attached hereto and made a part of this Agreement, and shall comply with all other requirements set forth in that Exhibit. Contractor shall provide Worker's Compensation insurance at Contractor's own cost and expense, and neither Contractor nor its carrier shall be entitled to recover from the County any costs, settlements, or expenses of Worker's Compensation claims arising out of this Agreement.
6. **Additional Fiscal Provisions.** Contractor shall not claim reimbursement from County for (or apply sums received from County with respect to) that portion of its obligations which has been paid by another source of revenue. Sums received as a result of applications for funds from public or private organizations shall be considered such revenue insofar as such sums are or can be applied to the work to be performed by Contractor pursuant to this Agreement.

Unrestricted or undesignated private charitable donations and contributions shall not be considered revenue applicable to this Agreement; Contractor has total freedom in planning for the usage of such resources in expanding and enriching programs, or in providing for such other operating contingencies as it may desire. Nothing herein shall be deemed to prohibit Contractor from contracting with more than one entity to perform additional work similar to or the same as that herein contracted for.

7. **Business Associate.** Contractor will be performing or assisting County in the performance of certain health care administrative duties that involve the use and/or disclosure of Protected Health Information as defined at 45 CFR, Part

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<sup>1</sup> [https://www.acbhcs.org/providers/network/provider\\_network.htm](https://www.acbhcs.org/providers/network/provider_network.htm)

160. As result, Contractor is a Business Associate of County and shall comply with the provisions set forth in Exhibit E to this agreement.

8. **Records.** Contractor shall maintain on a current basis complete financial records including, but not necessarily limited to, books of original entry, source documents in support of accounting transactions, a general ledger, personnel and payroll records, canceled checks, and related documents in accordance with generally accepted accounting principles and any specific requirements of the applicable funding source.

Contractor shall maintain on a current basis complete records pertaining to the provision of services and eligibility, including, but not limited to, medical records, client files, participant records, patient logs or other service related documentation in accordance with standards established in the Mental Health Plan Provider Network Handbook.

Patient records must comply with all appropriate State and Federal requirements, including but not limited to 45 C.F.R. Section 205.60.

Contractor will cooperate with County in the preparation of, and will furnish any and all information required for, reports to be prepared by County and/or Contractor as may be required by the rules, regulations, or requirements of County of any other governmental entity or applicable funding source. County shall specify in detail the cooperation required.

Financial records shall be retained by Contractor, and shall be made available for auditing and inspection, for no less than ten (10) years following the provision of any services pursuant to this Agreement, or for a longer period as required by the applicable funding source. If Contractor enters into any County-approved agreement with any related organization to provide services such agreement shall contain a clause to the effect that the related records of that organization shall be retained, and shall be made available for auditing and inspection, for no less than ten (10) years following its provision of services pursuant to the subcontract, or for a longer period as required by the applicable funding source.

Contractor shall allow **County, California Department of Health Care Services ("DHCS")**, Centers for Medicare and Medicaid Services (CMS), the U.S. Department of Health and Human Services Office of the Inspector General (HHS OIG), the Controller General of the United States, and other authorized Federal and State agencies to evaluate performance under this contract, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the contractor pertaining to such services at any time, **and to allow interviews of employees or contractors who might reasonably have information related to such records**. The maintenance, access, disposal, and transfer of records shall be in accordance with the ACBH Record Storage and Retention Policy and Procedure in the ACBH QA Manual and shall comply with professional standards and applicable local, State, and Federal laws and regulations, including but not limited to 45 C.F.R. Section 164.504(e)(2)(ii), 42 C.F.R. Sections 438.3(h), 438.230(c)(3).

Clinical records shall be retained by Contractor in accordance with standards established in the Mental Health Plan Provider Network Handbook. If Contractor enters into any County-approved agreement with any related organization to provide services such agreement shall contain a clause to this effect.

County reserves the right to issue further instructions regarding the extent of records required to be kept, the format to be used, and record retention and access requirements as is necessary to perform audits and to otherwise comply with requirements set forth by applicable funding sources.

9. **Audits.** Contractor's records, as defined in this Agreement, shall be accessible to County for audit and inspection to assure proper accounting of funds, and to certify the nature of, and evaluate Contractor's performance of its obligations as set forth in this Agreement. County shall be entitled to access onto Contractor's premises to observe operations, inspect records or otherwise evaluate performance at all reasonable times and without advance notice. County shall conduct inspections and manage information in a manner consistent with applicable laws relating to confidentiality of records and in a manner that will minimize disruption of Contractor's work. The right to audit, and Contractor's obligation to retain records, shall be for a period of ten (10) years from the termination of this Agreement, or in the event Contractor has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later.

Separate and apart from the audit and inspection provisions set forth immediately above, Contractor's records will be subject to audits as required by Federal and/or State agencies and/or other funding sources.

10. **Indemnification.** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.
11. **Subcontracting.** None of the work to be performed by Contractor shall be subcontracted without the prior written consent of County. Contractor shall be as fully responsible to County for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor. Contractor shall not transfer any interest in this Agreement (whether by assignment or novation) without prior written approval of County. However, Contractor may assign its rights to receive compensation from the County for performance of the Agreement to financial institutions for the purpose of securing financial resources, provided that written consent from the Mental Health Plan shall have first been obtained. No party shall, on the basis of this Agreement, in any way contract on behalf of, or in the name of, the other party to the Agreement, and any attempted violation of the provisions of this sentence shall confer no rights, and shall be void.
12. **Independent Contractor Status.** Contractor shall not by virtue of this Agreement be an employee of County for any purpose whatsoever, nor shall Contractor or its employees, if any, be entitled to any of the rights, privileges, or benefits of County employees. Contractor shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which Contractor performs the services required by the terms of this Agreement. Contractor assumes exclusively the responsibility for any acts as they relate to the services to be provided during the course and scope of its employment.
13. **Confidentiality.** Contractor agrees to maintain the confidentiality of any information which may be obtained with this work. Contractor shall comply with whatever special requirements in this regard as are described or referred to in the Mental Health Plan Provider Network Handbook. Confidential information is defined as all information disclosed to Contractor which relates to County's past, present and future activities, as well as activities under this Agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, Contractor will return to County all written or descriptive matter which contain any such confidential information.

Contractor shall comply with all confidentiality laws including but not limited to Welfare and Institutions Code Section 5328 et seq. Contractor shall inform its officers, employees and agents of the provisions for confidentiality of all information and records as set forth in applicable statutes and regulations.

County shall respect the confidentiality of information furnished by Contractor to County as specified in the Mental Health Plan Provider Network Handbook or as otherwise provided by law.

14. **Termination Provisions.** Termination for Cause – If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement or fails to meet credentialing or certification standards established by the Mental Health Plan, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due

to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause – County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 days written notice prior to the effective date of such termination.

Termination By Mutual Agreement – County and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions.

15. **Compliance with Laws and Policies and Procedures.** Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies, having jurisdiction over the scope of services or any part hereof, including Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall comply with ACBH policies and procedures, including but not limited to: (i) ACBH QA Manual; (ii) ACBH Policy and Procedures Manual; (iii) Mental Health Plan Provider Network Handbook; and (iv) State-County Plan. Consistent with paragraph 10 above, Contractor shall indemnify, save and hold harmless County from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes, regulations, and policies and procedures. A violation of such laws, ordinances, codes, regulations, or policies and procedures shall constitute a material breach of this Agreement and may lead to the termination of this Agreement and appropriate legal proceedings.
16. **Unusual Occurrence and Death Reporting.** If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the Mental Health Plan Quality Assurance Office by submitting a written report. The report must follow the Mental Health Plan's Policy and Procedure on "Unusual Occurrence and Death Reporting" which can be accessed through the following link: <https://www.acbhcs.org/providers/PP/1603-4-1%20Unusual%20Occurrence%20and%20Death%20Reporting%20P&P.pdf> .
17. **Service Verification.** On a regular basis, the Mental Health Plan performs service verification to verify with the beneficiary that they actually received the services that were claimed for by the Contractor. Contractor shall notify the Mental Health Plan of any beneficiary change of address per the Mental Health Plan's Policy and Procedure on "Service Verification" which can be accessed through the following link: [http://www.acbhcs.org/providers/QA/docs/qa\\_manual/15-1\\_SERVIC\\_VERIFICAT\\_POLICY.pdf](http://www.acbhcs.org/providers/QA/docs/qa_manual/15-1_SERVIC_VERIFICAT_POLICY.pdf)
18. **Non-Discrimination and Equal Opportunity.** Contractor assures that under the laws of the United States and the State of California, Contractor will not unlawfully discriminate against any person. Further, they will comply with the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964. Under the laws of the United States and the State of California, Contractor further agrees and that no person shall, on the grounds of race, creed, color, ethnic group identification, disability, ancestry, sex, sexual orientation or national origin, age, religion, genetic information, Vietnam Era Veteran's status, political affiliation, or any other non-merit factors, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.
19. **Drug-free Workplace.** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S.C. Section 812, including marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor, within five days thereafter, shall notify the Mental Health Plan Network Office. Violation of this provision shall constitute a material breach of this Agreement.
20. **Modifications to Agreement.** Unless otherwise provided in Exhibit A(s) and/or B(s) to this Agreement, any adjustments requested by the Contractor to an Exhibit of this Agreement may only be made upon written approval of the Mental Health Plan. Such adjustments shall not alter (1) services or other performance to be provided under this Agreement, or (2) the

time of performance of any act hereunder. This Agreement may be amended only by written agreement of the parties hereto.

- 21. **Designation of Authorized Personnel.** Contractor shall provide County with a list of Contractor's employees or members of Contractor's Board of Directors who have been authorized to act on behalf of Contractor in its dealings with County. An "act" on behalf of Contractor includes but is not necessarily limited to, execution of Agreement, Agreement amendments and exhibits, signing of claims, and authorization of payment on invoices. The list shall be updated as necessary to accurately reflect such authorizations.
- 22. **Venue.** In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of Alameda County, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Francisco, California.
- 23. **Notice.** All notices required hereunder will be in writing and sent via email or by certified mail, return receipt requested, postage prepaid, at the addresses shown below:

CONTRACTOR:    **First Name Last Name, Degree License**  
                         **Shipping Street**  
                         **Shipping City, Shipping State/Province Shipping Zip/Postal Code**  
                         **Email Address**

COUNTY:            **Behavioral Health Care Services**  
                         **1900 Embarcadero Cove, Suite 205**  
                         **Oakland, CA 94606-5235**

- 24. **Billing Address.** All payments and billing correspondence will be sent to the address below:

CONTRACTOR:    **Billing Street**  
                         **Billing City, Billing State/Province Billing Zip/Postal Code**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in on the date first mentioned above.

**COUNTY OF ALAMEDA**

**CONTRACTOR**

\_\_\_\_\_  
**Karyn L. Tribble, PsyD, LCSW**  
**Director**  
**Behavioral Health Care Services**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Physical Street**  
Street Address

**Approved as to form:**  
  
Donna R. Ziegler,  
County Counsel, County of Alameda

\_\_\_\_\_  
**Physical City, Physical State Physical Zip Code**  
City, State, Zip Code

\_\_\_\_\_  
**Tax ID**  
Federal ID No.

By \_\_\_\_\_  
Raymond J. Leung, Deputy County Counsel

By \_\_\_\_\_  
Authorized Signature of Contractor

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### ADDITIONAL PROVISIONS

1. Contractor agrees to comply with debarment and suspension certification as referenced in Exhibit F.
2. Item 25, Debarment and Suspension Certification, is added:
  25. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
    - a) By signing this agreement and Exhibit F, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 246.3, 246.4, 246.6, 248.3, 248.22; 24 CFR 200.31, 1003.608; 28 CFR 83.630, 83.670, 29 CFR 95.13, 97.35, 1470.35; 34 CFR 84.630, 84.670, 206.4, 222.19, 225.3, 226.3, 270.6, 280.3, 303.3, 350.4; 45 CFR 75.205, 75.213, 630.630, 630.670, 1325.9, 1329.3, 1330.2, 1355.30, 1370.3, and Executive Orders 12549 and 12689.
    - b) By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
      - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;
      - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
    - c) County will verify Contractor, its principal and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at the System for Award Management website (SAM), [www.SAM.gov](http://www.SAM.gov):
      - (1) There is NO FEE to register or maintain your SAM.gov registration;
      - (2) County requires SAM.gov registration to include a DUNS number:
      - (3) DUNS = Data Universal Numbering System: A code required by the federal government for all organizations applying for federal grants. The 9-digit code is issued by the Dun and Bradstreet (D&B) at NO FEE and gives organizations, such as the County useful information for making credit, purchasing and marketing decisions. This code is thus used by the County to evaluate the creditworthiness of grants applicants. Contractors and bidders to various government procurements are also evaluated using DUNS.
      - (4) Get a DUNS: <http://www.dnb.com/DUNS-number.html>

County Counsel Signature:

\_\_\_\_\_  
Raymond J. Leung, Deputy County Counsel

**EXHIBIT A**

1. **Scope of Services:** In consideration of the payments hereinafter set forth in Exhibit B, Contractor shall perform specialty mental health services as detailed in the rate schedule attached hereto, for County in accordance with the terms, conditions and specifications set forth herein and in the Mental Health Plan Provider Network Handbook which is incorporated by reference herein.
2. **Prior Review:** In order to assess eligibility, responsibility for treatment and/or medical necessity, County reserves the right to require prior review of service requests for any client population County deems appropriate for review. Therefore, Contractor will comply with County requirements for prior review of services as contained in the Mental Health Plan Provider Network Handbook. Contractor retains the right of appeal of any prior review decision made by County for sixty (60) days after being notified of the decision, as **set forth under the Mental Health Plan Provider Network Handbook.** If County determines that Contractor has failed, or will fail, through any cause, the County's prior review requirements, it shall be considered a material breach of this Agreement. County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of that termination.
3. **Criteria for Beneficiary Access to Specialty Mental Health Services:** Contractor assumes responsibility for and is delegated to ensure that all services provided under this Agreement meet Criteria for Beneficiary Access in accordance with DHCS definitions. Contractor agrees to attest in writing that services meet Criteria for Beneficiary Access as part of the claiming process in accordance with service provision, documentation, and claiming procedures established by County and contained in the Mental Health Plan Provider Network Handbook. Contractor's attestations of compliance with Criteria for Beneficiary Access are subject to audit by County. If County determines that Contractor is granting inappropriate determinations of Beneficiary Access, County shall thereupon have the right to withhold payments and/or demand refund of payments made for those services deemed to not meet Criteria for Beneficiary Access and also has the right to revoke Contractor's authority to make Beneficiary Access determinations as part of this Agreement.
4. **Beneficiary Level of Care:** Contractor shall comply with federal contracting requirements as provided in Title 42, Code of Federal Regulations, Section 434.6. Provisions include that Contractor shall ensure beneficiaries and/or members will receive the same level of care as provided to all other patients served and assures that beneficiaries and/or members will not be discriminated against in any manner. Contractor will provide the same hours of operation as provided to all other patients served regardless of the Mental Health Plan-sponsored health care coverage.
5. **No Wrong Door:** Contractors providing Medi-Cal Services shall comply with ACBH and DHCS requirements relating to No Wrong Door, including but not limited to the ACBH Policy on No Wrong Door for Mental Health.
6. **Leveraging Technology to Meet Client Needs:** Contractor may utilize technology, such as telehealth, to serve clients as specified by DHCS and ACBH.
7. **Minimum Number of Clients:** Contractor will make available a minimum number of three slots for ACBH clients who meet Specialty Mental Health Services.
8. **Timeliness of Service:** Upon receipt of a referral letter from the Mental Health Plan ACCESS Office, Contractor shall outreach to the prospective client immediately. Provider shall provide services in a timely manner and within time frames as specified by the Mental Health Plan.
9. **Beneficiary Grievances and Appeals:** Provider shall make grievance and appeal materials accessible to beneficiaries per requirements listed in the Mental Health Plan Provider Network Handbook. Contractor will make records available for authorized review for beneficiary grievances and appeals in accordance with standards established in the Mental Health Plan Provider Network Handbook.
10. **Appeals:** All appeals regarding the provision of services performed under this Agreement and/or the payment thereof, shall be made in writing to the Alameda County Mental Health Plan as specified in the Mental Health Plan Provider Handbook. The resolution of all disputes shall be made by the Alameda County Mental Health Plan. To the fullest extent permitted by law, all such decisions will be final and binding.

11. **Credentialing and Monitoring for Exclusion and Debarment:** Alameda County Mental Health Plan will credential new practitioners before becoming part of the Mental Health Plan Provider Network, ensure providers are in good standing with Centers for Medicare and Medicaid Services (CMS) and DHCS on an ongoing basis and conduct re-credentialing every three years.

Organizational Providers shall be responsible for verifying the credentials and licensing of their staff and employees at initial hire and every three years. In addition, ongoing monitoring for exclusions and debarment through CMS and DHCS shall be performed according to the guidelines set forth in the Mental Health Plan Policy and Procedure: "OIG and Other Exclusion List Monitoring, Oversight, and Reporting" which can be found at the following link: <https://www.acbhcs.org/providers/PP/OCS.C.001%20HCSA%20Exclusion%20Screening%20Policy.pdf>.

12. **Training:** From time to time ACBH may administer trainings for contractors on issues relating to the provision of services. Contractor shall participate in such trainings upon advanced notice provided by ACBH.
13. **Licensure and Insurance Documentation:** Upon renewal of Contractor's license and/or insurance coverage, Contractor will provide the Alameda County Mental Health Plan or designee with a copy of their renewed license and/or certificate of insurance which documents the revised effective dates of licensure or coverage as appropriate. Group contractors will provide the Mental Health Plan with a list of their current providers. Any updates to the Contractor's license, including legal name changes as a result of marriage, divorce or a court-approved legal name change, and changes in license type (i.e., from MFT or LCSW to PsyD) shall be reported to the Mental Health Plan within 30 days with supporting documentation.
14. **Medi-Cal Site Certification for Organizational and Group Providers:** Contractor shall ensure that all service delivery sites are Medi-Cal certified by the Alameda County Mental Health Plan Quality Assurance Office and have a valid fire clearance at all times. A fire clearance is valid for one year; a new fire clearance certificate shall be submitted to the Mental Health Plan Quality Assurance Office. Address changes must be reported a minimum of 30 days prior to the move and the new site must have a valid fire clearance in order for the Contractor to operate. In addition, the new site must be Medi-Cal certified per the Mental Health Plan's Agreement with DHCS.
15. **Ownership Disclosure for For-Profit Entities:** Contractor shall be responsible for complying with ownership disclosure requirements under 42 CFR section 455.104. Contractor shall complete the Ownership Disclosure Form annually upon receipt from ACBH.
16. **Special Reporting Requirements:** Contractor will provide such reports as required by Alameda County Social Services Agency and/or other funding agencies for clients served through this contract as a designated beneficiary of a specialized funding program.
17. **Non-compliance:** Contractors not in compliance with contract provisions, or State or Federal law and/or regulation shall be immediately responsible for remedy. ACBH may, at its discretion, issue a Plan of Correction, Quality Improvement Plan, Corrective Action Plan, or Contract Compliance Plan. The cost to implement the Plan of Correction, Quality Improvement Plan, Corrective Action Plan, or Contract Compliance Plan shall be borne by the Contractor. Failure to address identified issues may result in further action by ACBH up to and including program termination, as specified in the ACBH QA Manual's [ACBH Contract Compliance and Sanctions for ACBH-Contracted Providers](#).

## **EXHIBIT B**

### **I. PAYMENT**

#### A. Recovery from Other Sources or Providers

Contractor shall recover the value of covered services rendered to beneficiaries whenever the beneficiaries are covered for the same services, either fully or partially, under any other State or Federal medical care program or under other contractual or legal entitlement including but not limited to, a private group or indemnification program, but excluding instances of the tort liability of a third party.

#### B. Third Party Tort Liability

Contractor shall make no claim for recovery of the value of covered services rendered to a beneficiary when such recovery would result from an action involving the tort liability of a third party or casualty liability insurance including Workers' Compensation awards and uninsured motorists coverage. Contractor will identify and notify County of cases in which an action by the beneficiary involving the tort or Workers' Compensation liability of a third party could result in recovery by the recipient of funds to which the County and/or the State Department of Health Services has lien rights.

#### C. Hold Harmless

Contractor agrees to hold harmless both the State of California and the beneficiary in the event of non-payment by County for services performed pursuant to this contract.

#### D. Invoicing

Contractor shall submit claims to the Mental Health Plan Provider Relations' Claim Processing Center within 60 days from the end of the service month and must conform to the billing and claims instructions specified in the Mental Health Plan Provider Network Handbook.

#### E. Retrospective Review

All payments are subject to retrospective review and approval or denial.

#### F. Outstanding Claims

If this contract is terminated by either party pursuant to the Termination Provisions, Contractor agrees to supply County with all information necessary for the reimbursement of any outstanding Medi-Cal and/or other eligible claims within sixty (60) days of the termination date.

#### G. Rates

The rates in the Exhibit B-1 are effective as of the Effective Date as listed on the Exhibit. The payment of the established rate will constitute the sole obligation of the Mental Health Plan.

#### H. Available Resources

Parties to this contract acknowledge the uncertainty of the funding resources supporting this contract, which may impact payment rates for contracted services. Should it be necessary to adjust the amount of payment rates during the term of this contract, ACBH shall notify Contractor at least thirty days prior to the effective date of the adjustment

#### I. Withholding of Payments

Contractor acknowledges and agrees that its failure to comply with the following requirements may result in the withholding of payment by Mental Health Plan:

- Failure to complete application and/or credentialing requirements for Urgent Interim agreements only.
- Re-credentialing every three years;
- Monitoring for and maintaining good standing with CMS and DHCS;
- Maintaining valid license and professional liability insurance;
- Obtaining and maintaining Medi-Cal certification and valid fire clearance for all service delivery sites (for Organizational providers only);
- Timely invoicing; or
- Non-conformance with any part of the Contractor's responsibility contained in the Mental Health Plan Provider Network Handbook.

J. Prohibited Billing

Group and individual practitioners are prohibited from billing services provided by interns, trainees, practicum students or unlicensed staff.

**II. AUTOMATIC CONTRACT EXTENSION**

Notwithstanding the Term of Agreement of this contract, if this contract is terminated by either party pursuant to the Termination Provisions, this contract shall be automatically extended sixty (60) days at reimbursement rates established by the most recently accepted rate structure. This two-month extension will allow for the orderly transfer of clients to other health providers who contract with the Mental Health Plan. All obligations of Contractor and County contained in this contract will remain in force during the period covered by this contract extension.