

**Exhibit F. California Department of Health Care Services
Specialty Mental Health Services Medi-Cal Contract Special Terms and Conditions**

Contractor agrees to comply, and to ensure the compliance of its employees, subcontractors, and agents, with all the requirements set forth in this Exhibit applicable to services provided for under the Agreement. Some requirements set forth in this Exhibit are covered in greater detail in the Provider Manual and are notated with an asterisk (*). The entire Provider Manual is hereby incorporated by reference as though fully set forth herein and will be made available to Contractor by County. Contractor shall comply with the Provider Manual as may be amended or updated from time to time during the term of this Agreement.

1. California Department of Health Care Services (“DHCS”) Mental Health Plan Standard Agreement

Contractor agrees to comply, and to ensure compliance by its employees, subcontractors, and agents, with all applicable terms and conditions set forth in the DHCS Mental Health Plan Standard Agreement with County, which is hereby incorporated by reference as though fully set forth herein. The Mental Health Plan Agreement is available on the Sonoma County Department of Health Services’ website at:

<http://sonomacounty.ca.gov/Health/Behavioral-Health/Forms-and-Materials/>.

2. Subcontractors

Contractor agrees that any employees or agents of Contractor that assist Contractor in the provision of services shall also satisfy the requirements of this Agreement. Contractor understands and agrees that all obligations and prohibitions imposed on Contractor pursuant to this Agreement are equally applicable to each and every individual providing services through Contractor under this Agreement, and Contractor shall assure that such individuals agree to comply with such obligations and prohibitions.

3. California Department of Health Care Services MHSUDS Bulletins, Information Notices, and Letters

Contractor agrees to comply with all applicable MHSUDS Bulletins, Information Notices, and Letters issued by DHCS, as they may be amended or promulgated from time to time during the term of this Agreement. MHSUDS Bulletins, Information Notices, and Letters can be found at the following DHCS website:

https://www.dhcs.ca.gov/formsandpubs/Pages/Behavioral_Health_Information_Notice.aspx

4. Compliance with State and County Corrective Action

When DHCS or County conducts a review, annual external quality review, or other monitoring activities that identify areas of non-compliance, Contractor agrees to comply with all required corrective actions applicable to Contractor as set forth in the state or county issued report.

5. Licensure and Staffing

Contractor warrants that it and all its employees and subcontractors providing or supervising services under this Agreement have a National Provider Identifier (NPI) number as required by law and all necessary licenses, permits, registrations, and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules, and regulations.

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Contractor agrees to maintain said licenses, permits, registrations, certificates, and a NPI number in good standing for the duration of this Agreement.

A copy of each of such licenses, permits, registrations, certificates, and an NPI number shall be made available upon request, not to exceed three (3) business days after the initial request, for inspection, review, and/or audit by authorized representatives and designees of County, state, and/or federal governments during the term of this Agreement and for the applicable records retention period. Failure to maintain said licenses, permits, registrations, certificates, and/or an NPI number in effect for the duration of this Agreement shall be deemed a material breach of this Agreement and constitutes grounds for immediate termination of this Agreement by County.

Staff shall only function within the scope of practice as dictated by licensing boards/bodies. At all times during the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County a list of all persons by name, title, professional degree, and experience who are providing any services under this Agreement. Contractor shall immediately and no later than two business days notify County in writing of any termination, suspension, reduction, or restriction of any requisite license, permit, registration, certificate or NPI number held by Contractor or its subcontractor. In addition, Contractor shall immediately notify County of any changes in ownership or location, significant physical plant or major staffing changes, corporate structure changes, or any reduction or modification of contracted services.

Upon request of County, Contractor shall provide documentation evidencing that its providers are credentialed as required.

Contractor shall only use licensed, registered, or waived providers acting within their scope of practice for services that require a license, waiver, or registration. (CCR Title 9, 1840.314(d).)

6. Notification of Adverse Proceedings

Contractor shall immediately, and no later than two (2) business days, report to the County if Contractor or their employees, volunteers, interns, subcontractors, or providers retained in any capacity by Contractor are notified, have reason to know, or have reason to believe that they are under investigation by their licensing or certifying agency, are found to be in violation of any rules or regulation of their licensing or certifying agency, or are the subject of a disciplinary action. Contractor shall e-mail SCBHPProviderRelation@sonomacounty.gov when notification of adverse proceeding is required.

7. Prohibited Affiliations

Contractor shall not knowingly have any prohibited type of relationship, as described in this section, with individuals or entities listed below. The Contractor shall further require that its subcontractors and contracted providers abide by this requirement.

- 1) An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)

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- 2) An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 C.F.R. § 2.101, of a person described in this section. (42 C.F.R. § 438.610(a)(2).)

Contractor, its contracted providers, and its subcontractors shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in federal health care programs (as defined 42 U.S.C. § 1320a-7b(f)) pursuant to 42 U.S.C. sections 1320a-7, 1320a-7a, 1320c-5, and 1395u(j)(2). (42 C.F.R. §§ 438.214(d)(1), 438.610(b).)

Contractor, its contracted providers, and its subcontractors shall not have the types of relationships prohibited by this section with an excluded, debarred, or suspended individual, provider, or entity.

- 1) A director, officer, agent, managing employee, or partner of the Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)
- 2) A subcontractor of the Contractor, as governed by 42 C.F.R. section 438.230. (42 C.F.R. § 438.610(c)(2).)
- 3) A person with beneficial ownership of 5 percent or more of the Contractor's equity. (42 C.F.R. § 438.610(c)(3).)
- 4) A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Contract. (42 C.F.R. § 438.610(c)(4).)

Contractor, its contracted providers, and its subcontractors shall not employ or contract with, directly or indirectly, individuals or entities described in Subsections A and B for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)

Contractor, its contracted providers, and its subcontractors shall not contract directly or indirectly with an individual convicted of crimes described in section 1128(b)(8)(B) of the Social Security Act. (42 C.F.R. § 438.808(b)(2).)

Contractor shall provide to the Department written disclosure of any prohibited affiliation identified by the Contractor, its contracted providers, or its subcontractors. (42 C.F.R. § 438.608(c)(1).)

8. Enrollment as Medi-Cal and Medicare Provider

Contractor warrants that during the term of this Agreement, Contractor and its subcontractors are enrolled in and eligible to participate as Medi-Cal providers in the Medi-Cal program as set forth in 42 CFR part 455, subparts B and E (42 CFR 438.608(b)). Contractor warrants that it has not opted out of participation in Medicare and that Contractor is currently enrolled in or eligible to participate in the Medicare program.

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Contractor shall ensure that all applicable staff and subcontractor staff eligible to participate in Fee-for-Service Medi-Cal, enroll in the Provider Application and Validation for Enrollment (PAVE) system prior to rendering Specialty Mental Health Services (“SMHS”) under this agreement. Provider types supported by PAVE include but are not limited to: Licensed Clinical Social Workers, Licensed Marriage & Family Therapist, Physician, Psychologist, Nurse Practitioner and Tribal Health Services.

Additional information about PAVE and PAVE enrollment requirements can be located at <https://www.dhcs.ca.gov/provgovpart/Pages/PAVE.aspx>

9. Medi-Cal Site Certification*

The County shall certify the Contractor provider sites, in accordance with CCR, Title 9, section 1810.435, and the requirements specified in Exhibit A of this contract. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this Agreement at these sites and once every three years after that date, unless the County determines an earlier date is necessary.

The on-site review required by CCR, Title 9, section 1810.435(e), shall be conducted of any site owned, leased, or operated by the Contractor and used to deliver covered services to members, except that on-site review is not required for public school or satellite sites.

At County’s sole discretion, County may allow Contractor to begin delivering covered services to members at a site subject to on-site review by County prior to the date of the on-site review, provided the site is operational and has any required fire clearances as determined by County.

The earliest date Contractor may begin delivering covered services at a site subject to on-site review by County is the date Contractor requested certification of the site in accordance with procedures established by County, the date the site was operational, or the date a required fire clearance was obtained, whichever date is latest.

In its sole discretion, County may allow Contractor to continue delivering covered services to members at a site subject to on-site review by County as part of the recertification process prior to the date of the on-site review, provided the site is operational and has all required fire clearances as determined by County.

Nothing in this section precludes County from establishing procedures for issuance of separate provider identification numbers for each of the organizational provider sites operated by Contractor to facilitate the claiming of Federal Financial Participation by Contractor and County's tracking of that information.

10. Cultural Competence Plan

Contractor shall comply with the provisions of the County’s Cultural Competence Plan and participate in the County’s efforts to promote the delivery of services in a culturally competent manner to all members, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. Contractor shall use professional skills, behaviors, and attitudes in its system that ensures its system and clients being seen in the system, will work effectively in a cross-cultural environment. Contractor shall adopt effective measures to enforce compliance with the County’s Cultural Competence Plan by its employees, subcontractors, and agents.

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Within 90 calendar days of hire, and annually thereafter, Contractor, its employees, subcontractors and agents shall read the latest edition of the County's Cultural Competence Plan and complete any training provided by the Contractor or County.

Contractor shall maintain records providing signatures (either actual or electronic) from each employee, subcontractor, and agent stating that they read the Cultural Competence Plan, completed the related training and agree to abide by its contents.

The County's Cultural Competence Plan may be found here:
<http://sonomacounty.ca.gov/Health/behavioral-Health/public-reports/>

11. Quality Assurance

Contractor agrees to conduct quality assurance and program review that meets all requirements of County and DHCS. Contractor agrees to cooperate fully with program monitoring or other protocols that may be established by County to promote the provision of high quality, cost effective mental health care to clients. County may request results of Contractor's quality assurance and program reviews.

12. Contractor Compliance Program

Contractors who are certified to provide Medi-Cal Specialty Mental Health Services shall implement and maintain a compliance program, consistent with 42 CFR 438.608, designed to ensure Contractor's compliance, and the compliance of its employees, subcontractors and agents, with all requirements of this Agreement and all applicable federal and state laws and regulations.

Contractor's Compliance Program shall include the following elements:

- a. A Compliance Officer and a Regulatory Compliance Committee at the Board of Directors and senior management levels charged with overseeing the contractor's compliance program;
- b. A system for training and education for the Compliance Officer, Contractor's senior management, and Contractor's employees which includes at a minimum the following topics: the elements of the Compliance Program; the name and contact information for the Compliance Officer; standards of conduct; reporting and non-retaliation, and fraud, waste and abuse.
- c. Standards of Conduct and compliance policies and procedures which include at a minimum:
 - i. A process for employees to report any known or suspected inappropriate activity or misconduct including fraud, waste and abuse;
 - ii. A process for immediately notifying the County Department of Health Services Compliance Officer via the Compliance hotline 707-565-4999 when Contractor identifies potential fraud, waste or abuse; and
 - iii. Detailed information about the False Claims Act and other federal and state laws including information about rights of employees to be protected as whistleblowers.
- d. Enforcement of standards through well-publicized disciplinary guidelines.

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- e. A process for auditing Medi-Cal documentation, including an overpayment refund policy and procedure, including requirements in Section 29 Reporting and Recovery of Overpayments. Overpayment includes any payment Contractor receives or retains under the Federal Health Care Programs Medicare and Medicaid to which Contractor, after applicable reconciliation, is not entitled.
- f. A method to verify whether paid Medi-Cal claims were actually furnished to the members (42 CFR 455.1(a)(2)).

13. Compliance Certification

Contractor shall certify in writing that it has complied with the following elements of this Agreement:

Agreement, Section 9.5: Conflict of Interest
Agreement, Section 9.14: Sanctioned Employee or Subcontractor
Agreement, Exhibit D: Privacy and Security Provisions
Agreement, Exhibit F, Section 5: Licensure and Staffing
Agreement, Exhibit F, Section 10: Cultural Competence Plan
Agreement, Exhibit F, Section 12: Contractor Compliance Program
Agreement, Exhibit F, Section 17: Disclosures (Ownership/Control & Convictions of Crimes)

Contractor shall sign the Contractor certification form attached hereto as Attachment A, in conjunction with signing this Agreement.

Contractor shall disclose as necessary information associated with agreements identified in the Compliance Certification. Contractor shall submit said disclosures to the following:

Physical Mail: Sonoma County Behavioral Health Plan Administration
ATTN: Provider Relations
2227 Capricorn Way
Santa Rosa, CA 95407
Phone: 707-565-4850 Provider Relations
Fax: 707-565-4892 ATTN: Provider Relations
Email: SCBHProviderRelation@sonomacounty.gov

14. Provider Problem Resolution*

- a. Contractor concerns or complaints must be submitted to the County Provider Relations by telephone, in person, or in writing by using the Provider Problem Resolution & Payment Appeal form, including any supportive documentation regarding the provider's claim.
- b. Contractor concerns or complaints may address, but are not limited to, the following issues:
 - i. Issues related to provider contracts including, but not limited to, payment agreement, scope of work, etc.
 - ii. Disagreement with compliance review findings by County Quality Assurance and Performance Improvement (QAPI) staff

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- iii. Disagreement with service decisions made by County staff
- iv. Other issues not limited to above
- c. Contractor may file an appeal related to the following three reasons only:
 - i. Denied request for payment
 - ii. Modified request for payment
 - iii. Dispute with County concerning the processing or payment of a provider's claim, including but not limited to, a delay of payment
- d. The County Provider Problem Resolution & Payment Appeal form can be found at:
<https://sonomacounty.ca.gov/Health/Behavioral-Health/Forms-and-Materials/>
- e. The completed form must be returned by mail, fax or email at the address below:
 - Physical Mail: Sonoma County Behavioral Health Plan Administration
 - ATTN: Provider Relations
 - 2227 Capricorn Way
 - Santa Rosa, CA 95407
 - Phone: 707-565-4850 Provider Relations
 - Fax: 707-565-4892 ATTN: Provider Relations
 - Email: SCBHProviderRelation@sonomacounty.gov

All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

15. Utilization Management

The Contractor shall operate a Utilization Management Program that is responsible for assuring that members have appropriate access to specialty mental health services.

The Utilization Management Program shall evaluate medical necessity, appropriateness and efficiency of services provided to Medi-Cal members prospectively or retrospectively.

Compensation to individuals or entities that conduct utilization management activities must not be structured so as to provide incentives for the individual or entity to deny, limit, or discontinue medically necessary services to any member.

The Contractor may place appropriate limits on a service based on criteria applied under the State Plan, such as medical necessity and for the purpose of utilization control, provided that the services furnished are sufficient in amount, duration or scope to reasonably achieve the purpose for which the services are furnished.

16. Sentinel Events*

Sentinel Events and Unusual Occurrences must be reported via written incident report within 5 business days of knowledge of the occurrence. Unusual occurrences and/or Sentinel Event reports may be submitted by secure email, by fax (707-565-2202) or by mail to: 2227 Capricorn Way, Santa Rosa, CA, 95407.

Unusual Occurrence: Is an event that: (a) causes a beneficiary direct or indirect harm or has the potential to do so and is outside of the beneficiary's established baseline and/or functioning or (b)

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involves a beneficiary causing direct or indirect harm, or the potential to do so, to individuals and/or staff. An unusual occurrence may include a sentinel event.

Sentinel Event: A clinical event that results in, or has the potential to result in, death; serious physical and/or psychological injury; including permanent loss of function or severe temporary harm. Sentinel events require timely review and response to reduce the likelihood of recurrence.

Any of the following occurrences shall be reported as a Sentinel Event or Unusual Occurrence when it resulted in or had the potential to result in death or serious harm:

- i. Adverse medication reactions, excluding common side effects
- ii. Medication Error: Order / Transcription / Administration
- iii. Assault by a client: sexual or physical
- iv. Abuse of a client: physical or sexual.
- v. Community Care Licensing reportable events
- vi. Death of a client (other than suicide or homicide if current client or if event occurred within 90 days of discharge)
- vii. Elopements of clients from a 24-hour facility who are on Conservatorship or who are otherwise at risk of danger to self or others
- viii. Homicides or homicide attempts
- ix. Seclusion/Restraint resulting in client injury or death
- x. Serious threats of harm to others, including Tarasoff-reportable events
- xi. Suicides or suicide attempts
- xii. Significant delays in treatment resulting in harm or exacerbation of condition

17. Disclosures

Pursuant to 42 CFR 455.104 and 42 CFR 455.106, Contractor shall submit the disclosures described in this section regarding the Contractor's ownership and control and convictions of crimes. Contractor must submit new or updated disclosures to County prior to entering into or renewing the Agreement. Contractor shall submit an updated disclosure to Provider Relations at SCBHProviderRelation@sonomacounty.gov within 35 calendar days of any change of ownership, conviction of crime by a Contractor employee, or upon request of County. Disclosures as provided herein:

For disclosure of 5 percent or More Ownership Interest, Contractor shall provide in writing the following:

- a. The name and address of any person (individual or corporation) with an ownership or control interest in the contractor/network provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
- b. Date of birth and Social Security Number (in the case of an individual);
- c. Other tax identification number, in the case of a corporation or other entity that uses a tax identification number for tax purposes;
- d. Whether the person (individual or corporation) with an ownership or control interest in the contractor/network provider is related to another person with ownership or control interest in the same or any other network provider of the Health Agency as a spouse,

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parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the managed care entity has a 5 percent or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;

- e. The name of any other disclosing entity in which the Contractor or subcontracting network provider has an ownership or control interest; and
- f. The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

For disclosure of Conviction of Crime(s), Contractor shall provide in writing the following:

- a. The identity of any person who is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 CFR 455.106(a)(1), (2).)
- b. The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 CFR 455.106(a)(1), (2).)
- c. The Contractor shall supply the written disclosures to the County before entering into the Agreement and at any time upon the County's request.
- d. Network providers should submit the same disclosures to the County regarding the network providers' criminal convictions. Network providers shall supply the disclosures before entering into the Agreement and at any time upon the Department's request.
- e. The County will deny enrollment or terminate the enrollment of any provider where any person with a 5 percent or greater direct or indirect ownership interest in the provider has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.

18. Access to Services and Assurance of Adequate Capacity (applicable only to Contractors located within Sonoma County)*

- a. Contractor shall ensure that all services provided under this Agreement are available and accessible to members in a timely manner.
- b. Contractor shall provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal members with physical or mental disabilities.
- c. Contractor shall meet the network adequacy standards as set forth in the Medicaid and Children's Health Insurance Program Final Rule (Managed Care Rule) including time and distance standards (42 CFR Part 438.68); availability of services (42 CFR Part 438.206); and assurance of adequate capacity and services (42 CFR Part 438.207).
- d. Contractor shall provide information as requested by County to assure that Contractor has the capacity to provide services required under this Agreement in compliance with the network adequacy standards set forth in the Medicaid Managed Care and Children's Health Insurance Program Managed Care Final Rule including 42 CFR Part 438.207 (Assurance of Adequate Capacity and Services).
- e. Failure to meet timeliness and availability standards may result in sanctions and penalties.

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- f. Contractor shall ensure that hours of operation during which services are provided to Medi-Cal members are no less than the hours of operation during which the provider offers services to non-Medi-Cal members.

19. Network Adequacy NACT Reporting Requirements*

- a. Contractor shall submit any data, documentation, or information to County relating to the performance of Contractor's obligations under this Agreement as required by County, State, or the United States Secretary of Health and Human Services. Contractor shall concurrently upon submission of this data, documentation, or information to the County provide a certification signed by either the Contractor's Chief Executive Officer (CEO), Chief Financial Officer (CFO), or an individual who reports directly to the CEO or CFO, which attests, based on Contractor's best knowledge and belief, that the data, documentation, and information is accurate, complete and truthful. (42 CFR 436.606(a-b))
- b. Contractor shall submit encounter data to the County at a frequency, level, and format specified by the County, California Department of Health Care Services, and Centers for Medicaid and Medicare Services. (42 CFR 48.242(c)(2))
- c. Contractor shall cooperate with County in its efforts to verify the accuracy and timeliness of data reported to County by Contractor related to services provided under this Agreement.
- d. Contractor must participate in all timely access survey(s) and network adequacy activities conducted by DHCS or its contractors.

20. Member Liability for Payment*

- a. Contractor agrees to not submit a claim to, or demand or otherwise collect reimbursement from, the member or persons acting on behalf of the member for any specialty mental health or related administrative services provided under this Agreement, except to collect other health insurance coverage, share of cost, and co-payments (Cal. Code Regs., tit. 9, § 1810.365 (a)).
- b. Contractor agrees to repay members for all medically necessary services that they were eligible to receive and that they paid for out-of-pocket during the three-month retroactive eligibility period, evaluation period for eligibility, and after eligibility was approved.
- c. Contractor and its subcontractors agree to hold harmless DHCS and members in the event the County for any reason cannot or does not pay Contractor for services rendered under this Agreement (Cal. Code Regs., tit. 9, § 1810.365 (a)).
- d. This Section 20 (member Liability for Payment) shall survive termination of this Agreement.

21. Member Rights*

In the provision of services under this Agreement Contractor shall comply with all applicable laws and regulations related to patients' rights, including but not limited to WIC 5325, CCR, Title 9, 862 through 868, and 42 CFR 438.100.

22. Language Assistance Services

Language assistance services shall be provided free of charge, be accurate and timely, and protect the privacy and independence of the limited English proficiency (LEP) individual. There are two primary types of language assistance services: oral and written. LEP individuals are not required to accept language assistance services, although a qualified interpreter may be used to assist in communicating with an LEP individual who has refused language assistance services.

Contractor shall comply with the following oral interpretation requirements:

- a. Shall provide oral interpretation services from a qualified interpreter, on a 24-hour basis, at all key points of contact, at no cost to members. Key points of contact refer to common points of access to covered services, including but not limited to the Contractor's member problem resolution process, Contractor-owned or -operated or contract hospitals, and any other central access locations established by the Contractor. Key points of contact may include medical care settings and non-medical care settings.
- b. Shall be provided in all languages and is not limited to threshold or concentration standard languages.
- c. Interpretation can take place in-person, through a telephonic interpreter, or internet or video remote interpreting (VRI) services. However, the Contractor is prohibited from using remote audio or VRI services that do not comply with federal quality standards, or relying on unqualified bilingual/multilingual staff, interpreters, or translators. The Contractor should not solely rely on telephone language lines for interpreter services. Rather, telephonic interpreter services should supplement face-to-face interpreter services, which are a more effective means of communication.

23. Effective Communication with Individuals with Disabilities

- a. Contractor shall comply with all applicable requirements of federal and state disability law and take appropriate steps to ensure effective communication with individuals with disabilities, as described in BHIN 24-007 or any subsequent BHINs.
- b. Contractor shall make member information available in large print (no less than 20-point font) alternative format.
- c. Contractor shall not require an individual with a disability to provide their own interpreter. Contractor is also prohibited from relying on an adult or minor child accompanying an individual with a disability to interpret or facilitate communication except as described in BHIN 24-007. Prior to using a family member, friend, or in an emergency only, a minor child as an interpreter for an individual with a disability, Contractor shall first inform the individual that they have the right to free interpreter services and second, ensure that the use of such an interpreter will not compromise the effectiveness for services or violate the individual's confidentiality. Contractor shall ensure that the refusal of free interpreter services and the individual's request to use a family member, friend, or a minor child as an interpreter is documented.
- d. Contractor shall make reasonable modifications to policies, practices, or procedures when such modifications are necessary to avoid discrimination based on disability.

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24. Member Problem Resolution*

- a. In accordance with 42 CFR 438.408 and Behavioral Health Information Notice (BHIN) No: 25-014 or any subsequent BHINs, the Contractor shall adhere to the notice and timing requirements for all grievances, requests for appeals, expedited appeals, and State Fair Hearing (SFH), as appropriate. Upon receipt of any grievances, requests for appeals, expedited appeals, and State Fair Hearing (SFH), Contractor shall immediately call the Grievance Coordinator at (707) 565-7895, and within 24 hours will submit all related documentation to BHQA@sonomacounty.gov.

All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

- b. Contractor shall post County notices explaining County's grievance, appeal, expedited appeal, and the DHCS SFH processes at all Contractor sites. For purpose of this Section, Contractor site shall include any office or facility owned and operated by Contractor at which members may obtain specialty mental health services under this Agreement.
- c. Contractor shall participate in the resolution of grievances, appeals, expedited appeals, SHF at the request of the County.
- d. Contractor shall give members any reasonable assistance in completing the forms and other procedural steps related to a grievance or appeal. This includes, but is not limited to, providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability.
- e. The Contractor shall not subject a member to discrimination or any other penalty for filing a grievance, appeal, or expedited appeal.
- f. Contractor shall log all grievances and provide to County quarterly grievance reports and ensure that all corresponding documents are submitted.
- g. The Contractor shall allow the County and DHCS to engage in reviews of the Contractor's records pertaining to Grievances and Appeals.
- h. Notwithstanding Title 9 C.C.R section 1850.215, Contractor must automatically continue providing the member while the appeal and State Hearing are pending if all of the following conditions are met:
 - a. The member filed their appeal within the required timeframes set forth in 42 C.F.R section 438.420;
 - b. The appeal involves the termination, suspension, or reduction of previously authorized Covered Services;
 - c. The disputed services were ordered by the member's provider; and
 - d. The period covered by the original authorization has not expired.
- i. Services provided to a member while an appeal or State Hearing is pending must continue until one of the following occur: (42 C.F.R 438.420(C)(1)-(3), 438.408(d)(2)):
 - a. The member withdraws their request for an appeal or State Hearing;

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- b. The member fails to request a State Hearing and continuation of disputed services within ten calendar days of when the NOABD was sent; or
 - c. The final State Hearing decision is adverse to the member.
 - j. Contractor must pay for disputed services if the member received the disputed services while the appeal or State Hearing was pending. (42. C.F.R 438.420 (d)). Contractor must ensure the member is not billed for services provided while the appeal or State Hearing is pending even if the State Hearing finds the disputed services were not medically necessary.
 - k. Contractor shall authorize or provide the disputed services promptly, and as expeditiously as the member's health condition requires, but no later than 72 hours from the date the Contractor receives notice reversing the determination if the services were not furnished while the appeal or State Hearing was pending and if the Contractor or State Hearing officer reverses a decision to deny, limit, or delay services (42 C.F.R 438.424(a).
 - l. The Client Grievance/Appeal/SFH Process and Form is available on the County website at: <http://sonomacounty.ca.gov/Health/Behavioral-Health/Medi-Cal-Informing-Materials/>.
25. Notice of Adverse Benefit Determination (NOABD)*
- a. As applicable, Contractor shall process NOABDs in accordance with BHIN No.: 25-014 or any subsequent BHINs NOABD forms can be found at:
<http://sonomacounty.ca.gov/Health/Behavioral-Health/Medi-Cal-Informing-Materials/>.
 - b. The Contractor shall provide a member with a NOABD under the following applicable circumstances:
 - i. The denial or limited authorization of a requested service, including determinations based on the type or level of service, requirements for medical necessity, appropriateness, setting, or effectiveness of a covered benefit. (42 CFR 438.400(b)(1).)
 - ii. The reduction, suspension, or termination of a previously authorized service. (42 CFR 438.400(b)(2).)
 - iii. The failure to provide services and service request authorizations in a timely manner, as defined by DHCS. (42 CFR 438.400(b)(4).)
 - c. The Contractor shall give members timely and adequate notice of an adverse benefit determination in writing and shall meet the language and format requirements of 42 Code of Federal Regulations part 438.10. (42 CFR 438.404(a); 42 CFR 438.10.)
 - d. Contractor shall deposit the NOABD with the United States Postal Service in time for pick-up on the date the applicable timeframe expires. (9 C.C.R. § 1850.210(f).)
 - e. Contractor agrees to log all issued NOABD forms and on a quarterly basis forward to County's Grievance Coordinator all issued NOABD forms and the corresponding quarterly report via e-mailed to BHQA@sonomacounty.gov. Quarterly report is provided to Contractor via e-mail.

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All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

- f. The Contractor shall retain copies of all NOABD issued to members in a centralized file accessible to the County.
- g. The Contractor shall allow the County and DHCS to engage in reviews of the Contractor's records pertaining to NOABD's so the County and DHCS may ensure that the Contractor is notifying members in a timely manner.

26. Provider Directory

Contractor hereby authorizes County to include in County's Provider Directory the following information: Contractor's name, group affiliation, street address, telephone number, website URL, specialty, cultural and linguistic capabilities, whether Contractor's office has accommodations for people with disabilities, and if provider is accepting new members. Contractor agrees to provide County 30 days advanced written notice of any changes to Contractor information listed above. Contractor shall post County's current Provider Directory (updated monthly) at all Contractor Sites. The Provider Directory is available on the County Website at: <http://sonomacounty.ca.gov/Health/Behavioral-Health/Medi-Cal-Informing-Materials/>.

27. Member Handbook

Contractor shall provide members with a copy of the member handbook (Medi-Cal Guide) when the member first accesses Specialty Mental Health Services and thereafter upon request (CCR, Title 9, 1810.360). The Handbook/Guide is available on the County Website at: <http://sonomacounty.ca.gov/Health/Behavioral-Health/Medi-Cal-Informing-Materials/>.

28. Advanced Directives

Contractor shall provide members with County's written information on advance directives related to the provision of health care when the individual is incapacitated.

29. Medi-Cal Self-Authorizer Requirements (if applicable)

If Contractor is identified under this Agreement, Exhibit A (Scope of Work) as Medi-Cal Self-Authorizing provider, Contractor shall comply with the requirements of the County's Medi-Cal Self-Authorizing Requirements incorporated herein by reference and available on the Sonoma County Department of Health Services web site at: <http://sonomacounty.ca.gov/Health/Behavioral-Health/Forms-and-Materials/>.

30. Medical Necessity Criteria

The Contractor shall ensure that Specialty Mental Health Services (SMHS) are provided only when clinically appropriate and medically necessary, as defined in Welfare and Institutions Code section 14059.5 and DHCS Behavioral Health Information Notice (BHIN) 26-001, 26-002, or superseding guidance.

31. Reporting and Recovery of Overpayments

- a. Contractor shall immediately and within five business days report to DHS Compliance Officer via Compliance hotline 707-565-4999 when Contractor identifies an

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overpayment, excluding routine service corrections (if applicable) which are reported using Service Correction Form referenced in Exhibit B Payment Terms and Conditions.

- b. Overpayment includes any payment Contractor receives or retains under the Federal Health Care Programs Medicare and Medicaid to which Contractor, after applicable reconciliation, is not entitled. In addition to overpayments, in the event Contractor claims or receives payment from County for services, reimbursement for which is later disallowed by County, State of California, or U.S. Government, Contractor shall refund the disallowed amount to County upon County's request, or, at its option, County may offset the amount disallowed from any payment due or that becomes due to Contractor under this Agreement or any other agreement.
- c. Contractor shall return all overpayments to County within sixty calendar days after the date on which the overpayment was identified. At its option, County may offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement. Contractor shall maintain records of recoveries of all overpayments, including overpayments due to fraud, waste or abuse, for ten years.

32. Federal Laws Governing this Contract

This section reminds Contractor of the need to comply with federal laws to the extent they are applicable, including but not limited to:

- Title 42 of the Code of Federal Regulations, including;
- 42 C.F.R. Part 438, Medicaid Managed Care, limited to those provisions that apply to Prepaid Inpatient Health Plans (PIHPs), except for the provisions that are inapplicable to this Contract pursuant to the current CalAIM 1915(b) Waiver Approved Application (see Section A, Part I.A).
 - i. 42 C.F.R. § 455.
 - ii. 42 C.F.R. §§ 8.1 through 8.6, regarding MAT.
 - iii. 42 C.F.R. Part 2.
- 21 C.F.R. §§ 1301.01 through 1301.93, Department of Justice, Controlled Substances;
- Title VI of the Civil Rights Act of 1964;
- Title VII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
- Title IX of the Education Amendments of 1972;
- Age Discrimination Act of 1975;
- Age Discrimination in Employment Act (29 CFR Part 1625).
- Rehabilitation Act of 1973;
- Americans with Disabilities Act;

Section 1557 of the Patient Protection and Affordable Care Act, including the implementing regulations at 45 C.F.R. Part 92;

- Deficit Reduction Act of 2005;

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- Balanced Budget Act of 1997;
- Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to:
<http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>
- The provisions of the Hatch Act (Title 5 USC, sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
- Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse
- The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- The Copeland Anti-Kickback Act, which requires that all contracts and subcontracts in excess of \$2000 for construction or repair awarded by the Contractor and its subcontractors shall include a provision for compliance with the Copeland Anti-Kickback Act.
- The Davis-Bacon Act, as amended, which provides that, when required by Federal Medicaid program legislation, all construction contracts awarded by the Contractor and its subcontractors of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations.
- The Contract Work Hours and Safety Standards Act, as applicable, which requires that all subcontracts awarded by the Contractor in excess of \$2,000 for construction and in excess of \$2,500 for other subcontracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards Act.
- Pursuant to W&I Code section 14704, a regulation or order concerning Medi-Cal SMHS adopted by the State Department of Mental Health pursuant to W&I Code, division 5 (commencing with Section 5000), as in effect preceding the effective date of section 14704, shall remain in effect and shall be fully enforceable, unless and until the readoption, amendment, or repeal of the regulation or order by the Department, or until it expires by its own terms. Such a regulation or order may also be superseded by information notice.

State Laws Governing this Contract. This section reminds Contractor of the need to comply with state laws to the extent they are applicable, including but not limited to:

- W&I Code, division 5

W&I Code section 14000 et seq., including:

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- Sections 14021, 14021.5, 14021.6
- Sections 14043 et seq.
- Sections 14059.5, 14184.402, and 14184.403
- Section 14100.2
- Sections 14680-14685.1
- Sections 14700-14727
- Chapter 7, Part 3, Division 9, W&I Code, division 9, part 3, chapter 7
- Health and Safety Code, division 10.5, part 2, commencing with section 11760.
- Government Code section 16367.8.
- Title 2, Division 3, Article 9.5 of the Gov. Code, commencing with Section 11135

Cal. Code Regs., tit. 9, including:

- Division 4, chapter 6, commencing with section 10800.
- Division 4, chapter 8, commencing with § 13000 (Certification of Alcohol and Other Drug Counselors).
- Sections 1810.100 et. seq. – Medi-Cal Specialty Mental Health Services, except for those regulations that are superseded by BHINs.
- Sections 9000-14240

Cal. Code Regs., tit. 22, including:

- Sections 50951 and 50953
- Sections 51014.1 and 51014
- Sections 51341.1, 51490.1 and 51516.1 (with the exception of the provisions superseded by W&I Code, division 9, part 3, chapter 7, article 5.51, as set forth in this contract and/or BHINs related to medical necessity, documentation requirements, and payment reform)
- State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).
- Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, Div. 4 § 7285.0 et seq.).
- No state funds, Federal funds, or mental health or substance use disorder realignment funds (e.g., Behavioral Health Subaccount of the Local Revenue Fund 2011, Mental Health Subaccount of the Local Revenue Fund) shall be used by the Contractor, or its subcontractors or contracted providers, for sectarian worship, instruction, and/or proselytization. No state funds shall be used by the Contractor, or its subcontractors or contracted providers, to provide direct, immediate, or substantial support to any religious activity.

Behavioral Health Contractor Compliance Certification

In accordance with Agreement Exhibit F, Section 13 (Compliance Certification), below are the required Certifications. Please review each Certification summary below and sign at bottom of page certifying acknowledgement of each statement.

Health Information Privacy & Security (Exhibit D):

Contractor certifies that its employees, contractors and agents have been trained at the time of hire and annually thereafter on the privacy and security of protected health information consistent with HIPAA regulations. Contractor further certifies that they maintain evidence of training in the form of employee signature or acceptable electronic means.

Name of Contractor's HIPAA Privacy Officer: _____

Contractor's HIPAA Privacy Officer Phone Number: _____

Name of Contractor's HIPAA Security Officer: _____

Contractor's HIPAA Security Officer Phone Number: _____

Compliance Program (Exhibit F, Section 12):

Contractor certifies that at the time of hire, and annually thereafter, its employees, contractors and agents have read, acknowledge receipt, and attest that they will comply with all provisions of the Contractor's compliance program, pursuant to 42 CFR 438.608. Contractor further certifies that they maintain signed acknowledgment and attestation from each employee in form of employee signature or acceptable electronic means.

Name of Contractor's Compliance Officer: _____

Contractor's Compliance Officer Phone Number: _____

Cultural Competence Plan (Exhibit F, Section 10)

Contractor certifies that it and all its employees, contractors, and agents have received and read a copy of the latest edition of the County's Cultural Competence Plan, completed all training provided by County, and agree to abide by the provisions of the Cultural Competence Plan, which can be located here: <http://sonomacounty.ca.gov/Health/behavioral-Health/public-reports/>

Screening for Sanctioned Employee or Subcontractor - Excluded Provider Lists (Agreement, Section 9.14):

Contractor certifies that it does not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity whose service is directly or indirectly, in whole or in part, payable by a Federal Healthcare Program (including Medicare and Medicaid) that is on any published federal or state lists regarding the sanctioning, suspension, or exclusion of individuals or entities.

The following lists are to be checked prior to employment and monthly thereafter:

- a. Inspector General list of excluded individuals or entities, which can be found at:
<http://exclusions.oig.hhs.gov/>;
- b. Medi-Cal list of suspended and ineligible providers, which can be found at:
<https://files.medi-cal.ca.gov/pubsdoco/SandILanding.aspx>, and
- c. System of Awards Management exclusion list, which can be found at:
<https://www.sam.gov/>.

The following lists are to be checked prior to employment:

- a. Social Security Death Master File, which can be found at: <https://ladmf.ntis.gov/>, and
- b. National Plan and Provider Enumeration System (NPPES), which can be found at:
<https://nppes.cms.hhs.gov/#/>.

Licensure and Staffing (Exhibit F, Section 5:

Contractor warrants that it and all its employees and sub-contractors providing or supervising services under this Agreement have a National Provider Identifier (NPI) number as required by law and all necessary licenses, permits, registrations, and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules, and regulations.

Conflicts of Interest (Agreement, Section 9.5):

Contractor certifies that Contractor, Contractor's employees, Board of Directors, officers and/or immediate family have no interest, and shall not acquire any interest, direct or indirect, which conflicts with the rendering of services under this Agreement or conflicts with the law.

Disclosures - Conviction of Crimes/Ownership Interest of Greater than 5% (Exhibit F, Section 17):

Contractor certifies that it has disclosed to the County, in writing, the name, date of birth, and Social Security number of any person(s) who:

1. has/have an ownership interest in the contractor of greater than 5%; and/or,
2. is/are a managing employee/s of the contractor and has/have been convicted of a crime related to federal health care programs.

FFP shall be withheld from the Contractor if it fails to disclose ownership or control information as required by this section (42 C.F.R. 455.104(f).

CONTRACTOR

Contractor/Entity Name: _____

Signature

Date

Printed Name and Title