



COUNTY OF SANTA BARBARA

PURCHASING AGENT
105 EAST ANAPAMU ST. RM. 304
SANTA BARBARA, CA 93101

ORDER	
CN17203	
Page No. 1 of 2	PO Date JUL/01/2014

REFER INQUIRIES TO BUYER:

GLORIA NESS
Phone: 805-568-2691
Fax: 805-568-2705

SHIP-TO: ADMHS - AS DIRECTED

SUPPLIER: Attn:

NANCY STERLIN, MFT
PO BOX 21723
SANTA BARBARA, CA 93121

BILL TO: ADMHS - FISCAL
429 N. SAN ANTONIO RD.
SANTA BARBARA, CA 93110
Phone: 805/681-5168

Phone: 805/570-5268
Fax: 805/962-5764

TERMS	FO.B.	SUPPLIER CODE	DELIVERY DATE	REQUESTED BY	REQ. NO.
NET 30	DESTINATION-PREPAY & ADD	20221	JUN/30/2015	D SPAHN	14-014

LN	QUANTITY	QTY ACCOUNT DESCRIPTION	PRICE/UNIT	EXTENSION
1	1 LOT	0044+043+7659+MULTI+0000+0000	100,000.00 /LOT	100,000.00

Nancy Sterlin MFT - Vendor #20221 - Mental Health Services

SERVICE CONTRACT

GENERAL: To provide independent contractor services as provided in Agreement, Exhibits A,B,B-1 and Attachment A-1 attached.

CONTRACT PERIOD: July 1, 2014 through June 30, 2015.

LIMITATIONS: Contract maximum amount not exceed \$87,000.00 (inclusive of \$75,000.00 mental health funds and \$15,000.00 CalWORKS funds). Any increase or decrease in this total amount may be authorized only upon written notice from the County Purchasing Manager.

STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS (ver. 2014 05 16) attached.

Insurance documents already on file in Purchasing Division.

THIS CONTRACT IS NOT VALID FOR AMOUNTS IN EXCESS OF ONE HUNDRED THOUSAND DOLLARS (\$100,000)

NOTE TO CONTRACTOR: No payment will be due or payable unless this contract is properly executed and returned to the County Purchasing Office. Do not commence performance until you have executed this contract and returned it to the County of Santa Barbara Purchasing Division, 105 E. Anapamu St, RM 304, Santa Barbara, CA 93101.

Accepted By: (X)

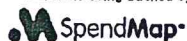
Print Name/Title: Nancy Sterlin, MFT Date: 7/1/14

Applicable License # (Medical/Contractor/Etc): 44267

Continued on next page...

- (1) The order number and Bill to dept. name shown above must appear on all Invoices, shipping papers, packages and correspondence.
- (2) Mail invoices to the "bill to" address.
- (3) All duty and/or taxes must be shown separately on invoice where applicable.
- (4) This order is subject to the terms and conditions stated, including non-discrimination in employment, hazardous chemicals and equipment safety standards, that are available for viewing at www.countyofsb.org

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 429 N. SAN ANTONIO RD.
 SANTA BARBARA, CA 93110
 Phone: 805/881-5168

Phone: 805/570-5268
 Fax: 805/962-5764

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NET 30	DESTINATION-PREPAY & ADD	20221		D SPAHN	14-014

LN	QUANTITY	G/L ACCOUNT DESCRIPTION	PRICE/UNIT	EXTENSION
			Tax 1:	0.00
			Tax 2:	0.00
			Total:	100,000.00

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Maui Marone
 COUNTY OF SANTA BARBARA



CHANGE ORDER

FAA 00300410/1 COUNTY OF SB MH

Date:
Order Number:
Change Number:
Department Name:
Requested By:
Phone #:

7/10/2014
CN17203
1
ADMHS
Denlee Morales
805-881-5168

Supplier Name and Address:

NANCY STERLIN, MFT
P.O. BOX 21723
SANTA BARBARA, CA 93101

Note to Supplier:

This is a change in the order specified, under which you are supplying us with certain goods or services. If the change is not acceptable to you, or you require additional data, please contact the Buyer identified below (or on the original order). No reply is awaited. If you do not object to this change in writing prior to taking any further action in fulfilling the order, (with all changes), you will be presumed to concur with this change and you will be bound by its terms.

The following change is requested and authorized:

FY 14-15 add the following attachment to Exhibit A.

Delete and replace Exhibit B1 Schedule of Fees with the attached new Exhibit B1 effective January 1, 2015.

Insurance on file and up to date.

All other terms and conditions remain the same.

[Signature]
Authorized Departmental Signature
Yentran Tran
Printed Name

12/17/2014
Date
805-681-5208
Phone (7 digit)

[Signature]
Buyer
Printed Name

12-22-14
Date
805/
Phone (7 digit)

CHANGE ORDER ENCUMBRANCE (This section for County Use Only)

(Refer to FIN Manual for Encumbrance Form Instructions)

Batch ID:

Choose what you want to do:

<input type="radio"/>	Enter Original Encumbrance
<input type="radio"/>	Increase Encumbrance
<input type="radio"/>	Reduce Encumbrance

Posting Date

Audit Trail #

Document # ENC

Action	Order P.O.#	Vendor#	Dept No	Fund	Line Item Account	Amount	Program	Org Unit	Project	Date ID
1	Q	CN17203		043	0044 7659	\$100,000	Multi			A
2										
3										
4										
Total						\$100,000				

A Add attachment to Exhibit A and replace Exhibit B-1 with attachment.

B

Denlee Morales
Form Prepared By

681-5168
Phone #

Deputy Auditor-Controller

Date

PA-209 (Rev 8/99)

Sterlin CN17203 FY 14-15 CO 1

Sign, save a copy, and send original to Purchasing, who will process, duplicate, and distribute

Purchasing Dept Auditor Supplier

EXHIBIT A

10. BILLING DOCUMENTATION.

- A. Contractor shall use County's MIS system to enter claims for all Drug Medi-Cal (DMC) services or submit manual claims as required as specified in Exhibit B. Contractor shall document progress note in the client's file. All progress notes shall adhere to Drug Medi-Cal guidelines. These notes will serve as documentation for billable Drug Medi-Cal units of service. Claims shall be submitted to the County MIS Unit within 72 hours of service delivery.
- B. County shall host annual training sessions regarding documentation requirements under Drug Medi-Cal and other related State, Federal and local regulations. Contractor shall ensure that each staff member providing clinical services attends annually.

EXHIBIT B1

SCHEDULE OF FEES

For outpatient services, the following schedule of fees shall apply as preauthorized by the appropriate POA:

TYPE OF SERVICE	PROVIDER QUALIFICATION	PROCEDURE CODES	ALLOTTED MINUTES PER SESSION	REIMBURSEMENT RATE Effective 07/1/2104-12/31/2014	REIMBURSEMENT RATE Effective 01/01/2015-6/30/2015
Assessment - Initial Psych Diagnostic Evaluation /Assessment, (60 Min face to face plus 15 minutes documentation)	LPHA	90791	75	\$1.00 per minute (\$60 per hour limit 2 hours total) (Assessment sessions are included in total PNSA)	\$1.10 per minute (\$82.50 per hour limit 2 hours total) (Assessment sessions are included in total PNSA)
Collateral	LPHA	2002	60	\$1.00 per minute (\$60 per hour)	\$1.10 per minute (\$66 per hour)
Family Therapy - Psychotherapy (conjoint therapy) (client present), (45 Min face to face plus 15 Min. documentation)	LPHA	90847	60	\$1.00 per minute (\$60 per hour)	\$1.10 per minute (\$66 per hour)
Group Therapy	LPHA			\$0.42 per minute per person (\$25.20 per hour)	N/A
Individual Therapy - Psychotherapy, (50 Min face to face plus 10 Min. documentation)	LPHA	90834	60	\$1.00 per minute (\$60 per hour)	\$1.10 per minute (\$66 per hour)
Medication Services by Physician (Evaluation and Management)	Licensed Medical Professional	Various E/M Codes	N/A	\$100/Hour	\$1.84 per minute (\$110.40/Hour)
Medication Training and Support	Licensed Medical Professional	2014	N/A	N/A	\$1.84 per minute (\$110.40/Hour)
Targeted Case Management	LPHA	2016	60	\$1.00 per minute (\$60 per hour)	\$1.00 per minute (\$60 per hour)

SOURCES OF FUNDS	
Funding	Source
\$15,000	CalWorks
\$85,000	Medi-Cal

Medi-Cal services may be offset by other qualified non-Medi-Cal services with prior approval by QA pursuant to the requirements of Exhibits A and B. Funding for non-Medi-Cal services shall be included in this maximum contract amount.

AGREEMENT

ADDITIONAL TERMS & CONDITIONS FOR SERVICES OF INDEPENDENT CONTRACTOR NETWORK PROVIDER

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. RECORDS, AUDIT, AND REVIEW

Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain all records until such time that the State Department of Health Care Services completes all actions associated with the final audit, including appeals, for the fiscal year(s) covered by this Agreement, or not less than four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the California State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Contractor shall participate in any audits and reviews, whether by County or the State, at no charge to County.

If federal, state or County audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification.

2. TERMINATION

A. By County. County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience, for nonappropriation of funds, or because of the failure of Contractor to fulfill the obligations herein.

1. **For Convenience**. County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.

2. **For Nonappropriation of Funds**.

A. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the

AGREEMENT

Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.

- B. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement as provided in Section 17. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.
 - C. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.
3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.
- B. By Contractor. Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B, Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
 - C. Upon termination, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County

AGREEMENT

shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

3. COMMUNICATION.

Contractor shall acknowledge in any public announcement regarding the program that is the subject of this Agreement that Santa Barbara County Alcohol, Drug, and Mental Health Department provides all or some of the funding for the program.

4. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the director of Alcohol, Drug & Mental Health Services. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

5. COMPLIANCE WITH HIPAA.

Contractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.

6. COURT APPEARANCES.

Upon request, Contractor shall cooperate with County in making available necessary witnesses for court hearings and trials, including Contractor's staff that have provided treatment to a client referred by County who is the subject of a court proceeding. County shall issue Subpoenas for the required witnesses upon request of Contractor.

7. PRIOR AGREEMENTS.

Upon execution, this Agreement supersedes all prior agreements between County and Contractor related to the scope of work contained in this Agreement.

AGREEMENT

8. THIS AGREEMENT INCLUDES:

- A. EXHIBIT A - Statement of Work
- B. EXHIBIT B - Payment Arrangements
- C. EXHIBIT B-1 – Schedule Of Fees
- D. ATTACHMENT A-1 – Documentation Standards for Client Records

EXHIBIT A

**STATEMENT OF WORK
FOR
ALCOHOL, DRUG, AND MENTAL HEALTH SERVICES (ADMHS)
NETWORK PROVIDER**

1. STANDARDS.

- A. Contractor will accept clients referred by County, for services within the scope of Contractor's practice and will provide services which are ethical, effective, legal and within professional standards of practice. If Contractor believes a client is inappropriate for Contractor's service, Contractor shall promptly notify County's Point of Authorization (POA) (see Exhibit A, Section 2). Contractor may refuse to provide services to such clients.
- B. Contractor shall make initial contact with an accepted referred client within 72 hours of the referral.
- C. Contractor shall cooperate with County POA to provide services within the scope of this Agreement.
- D. Contractor warrants that during the term of this Agreement, Contractor is and will remain licensed/registered to practice in (and is in compliance with all licensing provisions of) the State of California. Contractor warrants that any accreditation and licensing information furnished to County (Alcohol, Drug, and Mental Health Services Department) is complete and accurate, and agrees to notify County promptly of any change in this information.
- E. Contractor agrees to maintain safe facilities, and store and dispense medications in compliance with all applicable State and Federal laws and regulations, as per Title 9 California Code of Regulations (CCR), Chapter 11, Section 1810.435 (b)(2)&(3).

2. POINT OF AUTHORIZATION. Services for mental health programs shall be authorized by the Points of Authorization (POA) as follows:

PROGRAM	POINT OF AUTHORIZATION
Mental Health Plan (MHP)/ACCESS	Quality Assurance/Utilization Review (QA/UR) *
Children's System of Care	QA/UR
Child Welfare Services (CWS)	QA/UR
CalWORKs	CalWORKs Social Worker

EXHIBIT A

1. **SERVICE DEFINITIONS.** Contractor shall provide the following services, as defined in Title 9, California Code of Regulations (CCR), to Santa Barbara County clients in the amount, scope and duration expressly authorized in advance by the appropriate POA:
 - A. **Assessment.** Assessment is designed to evaluate the current status of a client's mental, emotional or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the client's clinical history; analysis of relevant cultural issues and history; diagnosis; and use of testing procedures, as defined in Title 9 CCR Section 1810.204. (May only be provided by a staff qualified as a Licensed Practitioner of the Healing Arts (LPHA). Individuals with the following license(s) are LPHAs: psychiatrists, psychologists, licensed clinical social workers (LCSW), marriage and family therapists (MFT), Registered Nurse (RN), Licensed Vocational Nurse (LVN) or Psychiatric Technician.)
 - B. **Collateral.** Collateral services are delivered to a client's significant support person(s) for the purpose of meeting the needs of the client and achieving the goals of the Client Service Plan, as defined in Title 9 CCR Section 1810.206. A significant support person is a person who has or could have a significant role in the successful outcome of treatment, including but not limited to parents of a client, legal guardians or representatives of a client, a person living in the same household as the client, the client's spouse, and the relatives of the client. Collateral may include, but is not limited to, family counseling with the significant support person(s), consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the client, and consultation and training of the significant support person(s) to assist in better understanding of mental illness. The client need not be present for this service activity. Consultation with other service providers is not considered a Collateral service.
 - C. **Mental Health Therapy.** Therapy is a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments, as defined in Title 9 CCR Section 1810.250. Therapy may be delivered to an individual and may include family therapy at which the client is present. (May only be provided by a staff qualified as an LPHA.)
 - D. **Rehabilitation/Behavioral Intervention/Alcohol and Drug Counseling** (as authorized). This service activity may include any or all of the following: assisting the individual and/or the individual with the family when the service is focused on the needs of the identified client; developing skills that address and/or decrease symptoms of mental illness or functional impairments.
 - E. **Medication Support Services.** Medication support services are services that include prescribing, administering, dispensing and monitoring psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. Service activities include but are not limited to, evaluation of the need for medication; evaluation of clinical effectiveness and side effects; the obtaining of informed consent; instruction in the use, risks and benefits of and alternatives for medication; and collateral and plan development related to the delivery of the service and/or assessment of the client, as defined in Title 9 CCR Section 1810.225. These services may only be provided by a licensed medical professional as defined in Title 9 CCR, Section 1840.346.
 - F. **Case Management.** Case management services are services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to,

EXHIBIT A

communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development, as defined in Title 9 CCR Section 1810.249. Case management services shall be provided only as authorized in advance by QA/UR.

- G. Placement Assessment (as applicable). Evaluation of placement needs for adolescents and children.

2. CREDENTIALS.

- A. Contractor must obtain and provide proof of the following certifications, as applicable. Contractor must provide a current copy of all certifications to County's QA/UR in order to provide services under this Agreement.
 - 1. Contractor's and/or Employee licensing documentation;
 - 2. Accreditation Certificate, if accredited;
 - 3. Contractor's Code of Conduct;
 - 4. Contractor's Confidentiality Policy;
 - 5. Drug Enforcement Agency Certification (M.D. and D.O.)
- B. Contractors providing services to Medi-Cal beneficiaries shall keep fully informed of all current Short-Doyle/Medi-Cal Policy Letters, including, but not limited to, procedures for maintaining Medi-Cal certification of all its facilities. Contractor agrees to comply with Medi-Cal requirements and be approved to provide Medi-Cal services based on Medi-Cal site certification.

3. SERVICE AUTHORIZATION.

- A. Contractor agrees to perform services in accordance with the Provider Network Service Authorization (PNSA). Contractor understands it is only authorized to perform services referred to in the PNSA.
- B. Upon completion of services performed, Contractor is required to refer the client back to the POA as described in this Exhibit A, Section 2. Services must be provided within the time limitations for delivery and duration as specified on individual PNSA forms.
- C. Medi-Cal eligibility must be maintained for Mental Health Plan clients for service authorization to remain valid.
- D. Service should be short-term, brief therapy designed to alleviate or resolve an emerging and/or acute mental health issue. Services should not be long-term in nature. Clients with long-term intensive needs should be referred to the ADMHS mental health clinics or other appropriate services.

4. NOTIFICATION REQUIREMENTS.

- A. Contractor shall notify County immediately in the event of any suspected or actual misappropriation of funds under Contractor's control; known serious complaints against licensed staff; restrictions in practice or license as stipulated by the State Bureau of

EXHIBIT A

Medical Quality Assurance, Community Care Licensing Division of the Department of Social Services of the State, or other State agency; staff privileges restricted at a hospital; legal suits initiated specific to the Contractor's practice; initiation of criminal investigation of the Contractor; or other action instituted which affects Contractor's license or practice (for example, sexual harassment accusations). "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the event. Contractor shall train all personnel in the use of the ADMHS Compliance Hotline.

- B. Contractor shall notify the County POA immediately in the event of any of the following client indices: suicidal risk factors, homicidal risk factors, assaultive risk factors, medication side effect complaints or observations, behavioral symptoms presenting possible health problems, or any behavioral symptom that may compromise the appropriateness of the service.
5. **CONFIDENTIALITY.** Contractor agrees to maintain the confidentiality of patient records pursuant to 45 CFR §205.50 (requires patient, or patient representative, authorization specific to psychiatric treatment prior to release of information or a judge signed court order if patient authorization unavailable), Welfare and Institutions Code, Section 5328 and Section 5330. Patient records must comply with all appropriate State and Federal requirements.
- Contractor agrees to implement and maintain an Oath of Confidentiality statement for each of staff member working with County clients. Said policy will be described in Contractor's Policy and Procedure Manual.
6. **PERIODIC REVIEW.** Periodic review meetings between Contractor's staff and County's staff shall be held on fiscal and overall performance activity. QA/UR staff, and/or the Program Managers or their designees shall conduct periodic on-site reviews of Contractor's patient charting.
7. **UTILIZATION REVIEW.** Contractor agrees to abide by County Quality Management standards and cooperate with the County's utilization review process which ensures medical necessity, appropriateness and quality of care. This review also includes clinical record review, Client survey, and other utilization review program monitoring practices. Contractor will cooperate with these programs, and will furnish necessary assessment, treatment plan and progress note information, subject to Federal or State confidentiality laws, and provisions of this Agreement.