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Contract Number

SAP Number

Department of Behavioral Health

Department Contract Representative	<u>Francisco Ramos</u>
Telephone Number	<u>(909) 388-0887</u>
Contractor	<u>Qualified Service Providers</u>
Contractor Representative	_____
Telephone Number	_____
Contract Term	<u>July 1, 2022 – June 30, 2023</u>
Original Contract Amount	_____
Amendment Amount	_____
Total Contract Amount	<u>\$21,910,337 Total Aggregate</u>
Cost Center	_____

THIS CONTRACT is entered into in the State of California by and between San Bernardino County, hereinafter called the County, and (insert contractor's name here) referenced above, hereinafter called Contractor.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County desires to purchase and Contractor desires to provide certain medical services, and,

WHEREAS, this Agreement is authorized by law,

NOW, THEREFORE, the parties hereto do mutually agree to terms and conditions as follows:

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I. Definition of Terminology

- A. Wherever in this document and in any attachments hereto, the terms "Contract" and/or "Agreement" are used to describe the conditions and covenants incumbent upon the parties hereto, these terms are interchangeable.
- B. The terms beneficiary, client, consumer, customer, participant, or patient are used interchangeably throughout this document and refers to the individual(s) receiving services.
- C. Definition of May, Shall and Should. Whenever in this document the words "may," "shall" and "should" are used, the following definitions shall apply: "may" is permissive; "shall" is mandatory; and "should" means desirable.
- D. Subcontractor - An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Contractor who is performing services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor.
- E. The term "County's billing and transactional database system" refers to the centralized data entry system used by the Department of Behavioral Health (DBH) for patient and billing information.
- F. The term "Director," unless otherwise stated, refers to the Director of DBH for San Bernardino County.
- G. The "State and/or applicable State agency" as referenced in this Contract may include the Department of Health Care Services (DHCS), the Department of State Hospitals (DSH), the Department of Social Services (DSS), the Mental Health Services Oversight and Accountability Commission (MHSAOC), the Department of Public Health (CDPH), and the Office of Statewide Health Planning and Development (OSHPD).
- H. The U.S. Department of Health and Human Services (HHS) mission is to enhance and protect the health and well-being of all Americans by providing for effective health and human services and fostering advances in medicine, public health, and social services.
- I. The "provisional rates" are the interim rates established for billing and payment purposes and are subject to change upon request and approval by DBH Administrative Services - Fiscal Division.
- J. The term Emergency Shelter means "any facility with overnight sleeping accommodations, the primary purpose of which is to provide temporary shelter for the homeless in general or for specific populations of the homeless."
- K. A person is considered homeless only when he/she resides in one of the following places: in places not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings (on the street). In an emergency shelter. In transitional or supportive housing for homeless persons who originally came from the streets or emergency shelters. In any of the above places but is spending a short time (up to 90 consecutive days) in a hospital or other institution.

II. General Contract Requirements

A. Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

B. Change of address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C. Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

D. Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

E. Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

F. Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair" dealing.

G. Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

H. Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

I. Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

III. Contract Supervision

- A. The Director or designee shall be the County employee authorized to represent the interests of the County in carrying out the terms and conditions of this Contract. The Contractor shall provide, in writing, the names of the persons who are authorized to represent the Contractor in this Contract.
- B. Contractor will designate an individual to serve as the primary point of contact for this Contract. Contractor shall not change the primary contact without written notification and acceptance of the County. Contractor shall notify DBH when the primary contact will be unavailable/out of the office for one (1) or more workdays and will also designate a back-up point of contact in the event the primary contact is not available. Contractor or designee must respond to DBH inquiries within two (2) business days.
- C. Contractor shall provide DBH with contact information, specifically, name, phone number and email address of Contractor's staff member who is responsible for the following processes: Business regarding administrative issues, Technical regarding data issues, Clinical regarding program issues; and Facility.

IV. Performance

- A. Under this Agreement, the Contractor shall provide those services, which are dictated by attached Addenda, and/or Attachments; specifically, contractor will provide the services listed on **Addendum I Department of Behavioral Health Provision of Emergency Shelter Services Description of Program Services.** The Contractor agrees to be knowledgeable in and apply all pertinent local, State, and Federal laws and regulations; including, but not limited to those referenced in the body of this Agreement. In the event information in the Addenda, Schedules and/or Attachments conflicts with the basic Agreement, then information in the Addenda, Schedules and/or Attachments shall take precedence to the extent permitted by law.
- B. Contractor shall provide emergency shelter services to homeless, mentally ill or co-occurring consumers who are participating in comprehensive mental health and substance abuse disorder treatment services through the San Bernardino County Department of Behavioral Health Adult Forensic Services (AFS), Regional Outpatient Services, 24 Hour & Emergency Services, Homeless Outreach Support Team (HOST), Transitional Age Youth (TAY), or other programs as approved by DBH Administration in accordance with applicable provisions of law and Addendum I.
- C. Limitations on Moral Grounds
 - 1. Contractor shall not be required to provide, reimburse for, or provide coverage of a counseling or referral service if the Contractor objects to the service on moral or religious grounds.
 - 2. If Contractor elects not to provide, reimburse for, or provide coverage of a counseling or referral service because of an objection on moral or religious grounds, it must furnish information about the services it does not cover as follows:

- a. To DBH:
 - i. After executing this Contract;
 - ii. Whenever Contractor adopts the policy during the term of the Contract;
- b. Consistent with the provisions of 42 Code of Federal Regulations part 438.10:
 - i. To potential beneficiaries before and during enrollment; and
 - ii. To beneficiaries at least thirty (30) days prior to the effective date of the policy for any particular service.

D. Right to Monitor and Audit Performance and Records

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have right to review and audit all records, books, papers, documents, corporate minutes, financial records, staff information, patient records, the premises and other applicable items as requested, and shall have right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any monitoring conducted, according to this agreement.

Contractor shall make all of its premises pertaining to DBH clients furnished under the terms of this Contract available for inspection or examination by the County.

Contractor shall cooperate with the County in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by the County. Should the County identify an issue or receive notification of a complaint or potential/actual/suspected violation of requirements, County may audit, monitor, and/or request information from Contractor to ensure compliance with laws, regulations, and requirements, as applicable.

County reserves the right to place Contractor on probationary status, as referenced in the Probationary Status Article, should Contractor fail to meet contractual requirements; including, but not limited to violations such as failure to report incidents and changes as contractually required, failure to correct issues, inappropriate invoicing, and violations issued. Additionally, Contractor may be subject to Probationary Status or termination if contract monitoring and auditing corrective actions are not resolved within specified timeframes.

2. Availability of Records

Contractor and subcontractors, shall retain, all records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract, including beneficiary grievance and appeal records, and the data, information and documentation specified in 42 Code of Federal Regulations parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten (10)

years from the term end date of this Contract or until such time as the matter under audit or investigation has been resolved. Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

Contractor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program.

Records, should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the Code of Federal Regulations (CFR), Title II, Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of a Contract.

Contractor shall maintain client and community service records in compliance with all regulations set forth by local, State, and Federal requirements, laws and regulations, and provide access to clinical records by DBH staff.

Contractor shall comply with Medical Records/Protected Health Information Article regarding relinquishing or maintaining medical records.

Contractor shall submit audited financial reports on an annual basis to DBH. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards.

In the event the Contract is terminated, ends its designated term or Contractor ceases operation of its business, Contractor shall deliver or make available to DBH all financial records that may have been accumulated by Contractor or subcontractor under this Contract, whether completed, partially completed or in progress within seven (7) calendar days of said termination/end date.

3. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of Contractor.

- E. Notwithstanding any other provision of this Agreement, the County may withhold all payments due to Contractor, if Contractor has been given at least thirty (30) days notice of any deficiency(ies) and has failed to correct such deficiency(ies). Such deficiency(ies) may include, but are not limited to: failure to provide services described in this Agreement; violations of pertinent Federal and State laws and regulations, and significant performance problems as determined by the Director or designee from monitoring visits.
- F. County has the discretion to revoke full or partial provisions of the Contract, delegated activities or obligations, or application of other remedies permitted by State or Federal law when the County or DHCS determines Contractor has not performed satisfactorily.

G. Cultural Competency

The State mandates counties to develop and implement a Cultural Competency Plan (CCP). This Plan applies to all DBH services. Policies and procedures and all services must be culturally and linguistically appropriate. Contract agencies are included in the implementation process of the most recent State approved CCP for San Bernardino County and shall adhere to all cultural competency standards and requirements. Contractor shall participate in the County's efforts to promote the delivery of services in a culturally competent and equitable manner to all enrollees, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. In addition, contract agencies will maintain a copy of the current DBH CCP.

1. Cultural and Linguistic Competency

Cultural competence is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals that enables that system, agency, or those professionals and consumer providers to work effectively in cross-cultural situations.

- a. To ensure equal access to quality care for diverse populations, Contractor shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.
- b. Contractor shall be required to assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective mental health and substance use disorder treatment services.
- c. Upon request, Contractor shall provide DBH with culture-specific service options available to be provided by Contractor.
- d. Contractor shall have the capacity or ability to provide interpretation and translation services in threshold and prevalent non-English languages, free of charge to beneficiaries. Upon request, Contractor will provide DBH with language service options available to be provided by Contractor.

Including procedures to determine competency level for multilingual/bilingual personnel.

- e. Contractor shall provide cultural competency training to personnel.

NOTE: Contractor staff is required to complete cultural competency trainings. Staff who do not have direct contact providing services to clients/consumers shall complete a minimum of two (2) hours of cultural competency training, and direct service staff shall complete a minimum of four (4) hours of cultural competency training each calendar year. Contractor shall upon request from the County, provide information and/or reports as to whether its provider staff completed cultural competency training.

- f. DBH recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Providing mental health and substance use disorder treatment services in a culturally appropriate and responsive manner is fundamental in any effort to ensure success of high quality and cost-effective behavioral health services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers does not reflect high quality of care and is not cost-effective.

- g. To assist Contractor's efforts towards cultural and linguistic competency, DBH shall provide the following:

- i. Technical assistance to Contractor regarding cultural competency implementation.

- a) Monitoring activities administered by DBH may require Contractor to demonstrate documented capacity to offer services in threshold languages or contracted interpretation and translation services.

- b) Procedures must be in place to determine multilingual and competency level(s).

- ii. Demographic information to Contractor on service area for service(s) planning.

- iii. Cultural competency training for DBH and Contractor personnel, when available.

- iv. Interpreter training for DBH and Contractor personnel, when available.

- v. Technical assistance for Contractor in translating mental health and substance use disorder treatment services information to DBH's threshold language (Spanish). Technical assistance will consist of final review and field testing of all translated materials as needed.
- vi. The Office of Equity and Inclusion (OEI) may be contacted for technical assistance and training offerings at cultural_competency@dbh.sbcounty.gov or by phone at (909) 386-8223.

H. Access by Public Transportation

Contractor shall ensure that services provided are accessible by public transportation.

I. Accessibility/Availability of Services

Contractor shall ensure that services provided are available and accessible to beneficiaries in a timely manner including those with limited English proficiency or physical or mental disabilities. Contractor shall provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities [(42 C.F.R. § 438.206(b)(1) and (c)(3)].

J. Internal Control

Contractor must establish and maintain effective internal control over the County Fund to provide reasonable assurance that the Contractor manages the County Fund in compliance with Federal, State and County statutes, regulations, and terms and conditions of the Contract.

K. Site Inspection

Contractor shall permit authorized County, State, and/or Federal Agency(ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract support activities and the premises which it is being performed. Contractor shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work.

L. Collections Costs

Should the Contractor owe monies to the County for reasons including, but not limited to, Quality Management review, cost-settlement, and/or fiscal audit, and the Contractor has failed to pay the balance in full or remit mutually agreed upon payment, the County may refer the debt for collection. Collection costs incurred by the County shall be recouped from the Contractor. Collection costs charged to the Contractor are not a reimbursable expenditure under the Contract.

M. 2-1-1 Registration

Contractor shall submit request to register with 2-1-1 San Bernardino County Inland Empire United Way within thirty (30) days of Contract effective date and follow

necessary procedures to be included in the 2-1-1 database. The Contractor shall notify the 2-1-1 San Bernardino County Inland Empire United Way of any changes in program services, location, or contact information within ten (10) days of the change. Services performed as a result of being included in the 2-1-1 database are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the County.

N. **Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

V. **Funding**

- A. This Agreement is contingent upon sufficient funds being made available by State, County or Federal governments for the term of the Agreement. Funding is by fiscal year period July 1 through June 30. Costs and services are accounted for by fiscal year.
- B. The total contract amount is \$21,910,337.

VI. **Payment**

- A. During the term of this Agreement, the County shall make payments to Contractor on a monthly basis as follows:
- Reimbursement for services provided by Contractor will be paid to Contractor at the contract rate in this Article, Paragraphs F
- B. Contractor shall bill the County monthly in arrears for services provided by Contractor on claim forms provided by DBH. All claims submitted shall clearly reflect all required information specified regarding the services for which claims are made. Each claim shall reflect any and all payments made to Contractor by, or on behalf of patients. Claims for Reimbursement shall be completed and forwarded to DBH within ten (10) days after the close of the month in which services were rendered. Following receipt of a complete and correct monthly claim, the County shall make payment within a reasonable period.
- C. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- D. Contractor(s) should note that it can take as long as 60 days after DBH Fiscal Services receives an approved, correct and complete Claim for Reimbursement, Reimbursement Form and Referral Voucher to receive reimbursement for a service month; contractor(s) must be able to continue to provide all services as agreed to during the interim while waiting for reimbursement.
- E. Contractor shall be in compliance with the Deficit Reduction Act of 2005, Section 6032 Implementation. As a condition of payment for services, goods, supplies and merchandise provided to beneficiaries in the Medical Assistance Program ("Medi-Cal"), providers must comply with the False Claims Act employee training and policy

requirements in 1902(a) of the Social Security Act [42 U.S.C. 1396(a) (68)], set forth in that subsection and as the Federal Secretary of the United States Department of Health and Human Services may specify.

- F. The reimbursement rate for this agreement for all consumers is \$44.00 per filled bed, per day.
- G. County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- H. In the event this Agreement is terminated, the last reimbursement claim shall be submitted within sixty (60) days after the Contractor discontinues operating under the terms of this Agreement. No claims for reimbursement shall be accepted after the sixtieth (60th) day following the date of contract termination.
- I. Prohibited Payments
 - 1. County shall make no payment to Contractor other than payment for services covered under this Contract.
 - 2. Federal Financial Participation is not available for any amount furnished to an excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the County failed to suspend payments during an investigation of a credible allegation of fraud [42 U.S.C. section 1396b(i)(2)].
 - 3. In accordance with Section 1903(i) of the Social Security Act, County is prohibited from paying for an item or service:
 - a. Furnished under contract by any individual or entity during any period when the individual or entity is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act.
 - b. Furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person).
 - c. Furnished by an individual or entity to whom the County has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the County determines there is good cause not to suspend such payments.

- d. With respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.
- J. If DHCS or the County determines there is a credible allegation of fraud, waste or abuse against government funds, the County shall suspend payments to the Contractor.
- K. In the event this Agreement is terminated, the last reimbursement claim shall be submitted within sixty (60) days after the Contractor discontinues operating under the terms of this Agreement. No claims for reimbursement shall be accepted after the sixtieth (60th) day following the date of contract termination.

VII. Annual Cost Report Settlement

- A. Method of Payments for Amounts Due to the County
 - 1. Contractor will notify DBH-Fiscal and Compliance of overpayment within five (5) business days at the following email addresses:

DBH-Fiscal-ProviderPayments@dbh.sbcounty.gov
Compliance_questions@dbh.sbcounty.gov.
 - 2. Within five (5) business days after the contractor identifies overpayment or after written notification by the County to Contractor of any amount due by Contractor, Contractor shall notify the County as to which payment option will be utilized. Payment options for the amount to be recovered will be outlined in the settlement letter.
 - 3. Contractor is responsible for returning overpayments to the County within sixty (60) calendar days from the date the overpayment was identified regardless if instruction from DBH-Fiscal is received.

VIII. Fiscal Award Monitoring

- A. County has the right to monitor the Contract during the award period to ensure accuracy of claim for reimbursement and compliance with applicable laws and regulations.
- B. Contractor agrees to furnish duly authorized representatives from the County and the State access to patient/client records and to disclose to State and County representatives all financial records necessary to review or audit Contract services and to evaluate the cost, quality, appropriateness and timeliness of services. Contractor shall attain a signed confidentiality statement from said County or State representative when access to any patient records is being requested for research and/or auditing purposes. Contractor will retain the confidentiality statement for its records.
- C. If the appropriate agency of the State of California, or the County, determines that all, or any part of, the payments made by the County to Contractor pursuant hereto are not reimbursable in accordance with this Agreement, said payments will be repaid by Contractor to the County. In the event such payment is not made on demand, the County may withhold monthly payment on Contractor's claims until such disallowances are paid by Contractor.

IX. Single Audit Requirement

Pursuant to CFR, Title II, Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Contractors expending the threshold amount or more in Federal funds within the Contractor's fiscal year must have a single or program-specific audit performed in accordance with Subpart F, Audit Requirements. The audit shall comply with the following requirements:

- A. The audit shall be performed by a licensed Certified Public Accountant (CPA).
- B. The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, latest revision, issued by the Comptroller General of the United States.
- C. At the completion of the audit, the Contractor must prepare, in a separate document from the auditor's findings, a corrective action plan to address each audit finding included in the auditor's report(s). The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. If Contractor does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.
- D. Contractor is responsible for follow-up on all audit findings. As part of this responsibility, the Contractor must prepare a summary schedule of prior audit findings. The summary schedule of prior audit findings must report the status of all audit findings included in the prior audit's schedule of findings and questioned costs. When audit findings were fully corrected, the summary schedule need only list the audit findings and state that corrective action was taken.
- E. Contractor must electronically submit within thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months following the end of the Contractor's fiscal year, to the Federal Audit Clearinghouse (FAC) the Data Collection Form SF-SAC (available on the FAC Web site) and the reporting package which must include the following:
 - 1. Financial statements and schedule of expenditures of Federal awards
 - 2. Summary schedule of prior audit findings
 - 3. Auditor's report(s)
 - 4. Corrective action plan

Contractor must keep one copy of the data collection form and one copy of the reporting package described above on file for ten (10) years from the date of submission to the FAC or from the date of completion of any audit, whichever is later.

- F. The cost of the audit made in accordance with the provisions of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards can be charged to applicable Federal awards. However, the following audit costs are unallowable:
 - 1. Any costs when audits required by the Single Audit Act that have not been conducted or have been conducted but not in accordance with the Single Audit requirement.

2. Any costs of auditing that is exempted from having an audit conducted under the Single Audit Act and Subpart F – Audit Requirements because its expenditures under Federal awards are less than the threshold amount during the Contractor's fiscal year.

Where apportionment of the audit is necessary, such apportionment shall be made in accordance with generally accepted accounting principles, but shall not exceed the proportionate amount that the Federal funds represent of the Contractor's total revenue.

The costs of a financial statement audit of Contractor's that do not have a Federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.

- G. The work papers and the audit reports shall be retained for a minimum of ten (10) years from the date of the final audit report, and longer if the independent auditor is notified in writing by the County to extend the retention period.
- H. Audit work papers shall be made available upon request to the County, and copies shall be made as reasonable and necessary.

X. Contract Performance Notification

- A. In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, Contractor shall provide notification within one (1) working day, in writing and by telephone, to DBH.
- B. Contractor shall notify DBH in writing of any change in mailing address within ten (10) calendar days of the address change.

XI. Probationary Status

- A. In accordance with the Performance Article of this Agreement, the County may place Contractor on probationary status in an effort to allow the Contractor to correct deficiencies, improve practices, and receive technical assistance from the County.
- B. County shall give notice to Contractor of change to probationary status. The effective date of probationary status shall be five (5) business days from date of notice.
- C. The duration of probationary status is determined by the Director or designee(s).
- D. Contractor shall develop and implement a corrective action plan, to be approved by DBH, no later than ten (10) business days from date of notice to become compliant.
- E. Should the Contractor refuse to be placed on probationary status or comply with the corrective action plan within the designated timeframe, the County reserves the right to terminate this Agreement as outlined in the Duration and Termination Article.
- F. Placement on probationary status requires the Contractor disclose probationary status on any Request for Proposal responses to the County.
- G. County reserves the right to place Contractor on probationary status or to terminate this Agreement as outlined in the Duration and Termination Article.

XII. Duration and Termination

- A. The term of this Agreement shall be from July 1, 2022 through June 30, 2023 inclusive.

- B. This Agreement may be terminated immediately by the Director at any time if:
1. The appropriate office of the State of California indicates that this Agreement is not subject to reimbursement under law; or
 2. There are insufficient funds available to County; or
 3. There is evidence of fraud or misuse of funds by Contractor; or
 4. There is an immediate threat to the health and safety of Medi-Cal beneficiaries; or
 5. Contractor is found not to be in compliance with any or all of the terms of the herein incorporated Articles of this Agreement or any other material terms of the Contract, including the corrective action plan; or
 6. During the course of the administration of this Agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
- C. Either the Contractor or Director may terminate this Agreement at any time for any reason or no reason by serving thirty (30) days written notice upon the other party.
- D. This Agreement may be terminated at any time by the mutual written concurrence of both the Contractor and the Director.
- E. Contractor must immediately notify DBH when a facility operated by Contractor as part of this Agreement is sold or leased to another party. In the event a facility operated by Contractor as part of this Agreement is sold or leased to another party, the Director has the option to terminate this Agreement immediately.

XIII. Personnel

- A. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff as required by Title 9 of the California Code of Regulations for the mode(s) of service described in this Agreement. Contractor shall also satisfy any other staffing requirements necessary to participate in the Short-Doyle/Medi-Cal program, if so funded.
- B. Contractor agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

- C. Contractor shall confirm the identity of its providers, employees, DBH-funded network providers, contractors and any person with an ownership or controlling interest, or who is an agent or managing employee by developing and implementing a process to conduct a review of applicable Federal databases in accordance with Title 42 of the Code of Federal Regulations, Section 455.436. In addition to any background check or Department of Justice clearance, the Contractor shall review and verify the following databases:
1. List of Excluded Individuals/Entities and General Services Administration's System for Award Management (SAM), the Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and DHCS Suspended and Ineligible Provider (S&I) List (if Medi-Cal reimbursement is received under this Contract), to ensure providers, employees, DBH-funded network providers, contractors and any person with an ownership or controlling interest, or who is an agent or managing employee are not excluded, suspended, debarred or otherwise ineligible to participate in the Federal and State health care programs. See the Licensing, Certification and Accreditation section of this Contract for further information on Excluded and Ineligible Person checks.
- D. Contractor shall obtain records from the Department of Justice of all convictions of persons offered employment or volunteers as specified in Penal Code Section 11105.3.
- E. Contractor shall inform DBH within twenty-four (24) hours or next business day of any allegations of sexual harassment, physical abuse, etc., committed by Contractor's employees against clients served under this Contract. Contractor shall report incident as outlined in Notification of Unusual Occurrences or Incident/Injury Reports paragraph in the Administrative Procedures Article.
- F. Iran Contracting Act of 2010
- In accordance with Public Contract Code Section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 (https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/SCM/Iran_Contracting_Act_Verification_Form.pdf) as a person [as defined in Public Contract Code Section 2202(e)] engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.
- Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code Section 2205.
- G. Trafficking Victims Protection Act of 2000
- In accordance with the Trafficking Victims Protection Act (TVPA) of 2000, the Contractor certifies that at the time the Contract is signed, the Contractor will remain in compliance with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104). For access to the full text of the award term, go to:

<http://www.samhsa.gov/grants/grants-management/policies-regulations/additional-directives>.

The TVPA strictly prohibits any Contractor or Contractor employee from:

1. Engaging in severe forms of trafficking in persons during the duration of the Contract;
2. Procuring a commercial sex act during the duration of the Contract; and
3. Using forced labor in the performance of the Contract.

Any violation of the TVPA may result in payment withholding and/or a unilateral termination of this Contract without penalty in accordance with 2 CFR Part 175. The TVPA applies to Contractor and Contractor's employees and/or agents.

XIV. Prohibited Affiliations

- A. Contractor shall not knowingly have any prohibited type of relationship with the following:
 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)].
 2. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in this section [42 C.F.R. § 438.610(a)(2)].
- B. Contractor 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 in section 1128B(f) of the Social Security Act) under either Section 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act [42 C.F.R. §§ 438.214(d)(1), 438.610(b); 42 U.S.C. § 1320c-5].
- C. Contractor shall not have any types of relationships prohibited by this section with an excluded, debarred, or suspended individual, provider, or entity as follows:
 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. § 438.230. [42 C.F.R. § 438.610(c)(2)].
 3. A person with beneficial ownership of 5 percent (5%) or more of the Contractor's equity [(42 C.F.R. § 438.610(c)(3)].
 4. An individual convicted of crimes described in section 1128(b)(8)(B) of the Act [42 C.F.R. § 438.808(b)(2)].
 5. 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)].

6. Contractor shall not employ or contract with, directly or indirectly, such individuals or entities 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)].

D. Conflict of Interest

1. Contractor shall comply with the conflict of interest safeguards described in 42 Code of Federal Regulations part 438.58 and the prohibitions described in section 1902(a)(4)(C) of the Act [42 C.F.R. § 438.3(f)(2)].
2. Contractor shall not utilize in the performance of this Contract any County officer or employee or other appointed County official unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular County employment [Pub. Con. Code § 10410; 42 C.F.R. § 438.3(f)(2)].
3. Contractor shall submit documentation to the County of current and former County employees who may present a conflict of interest.

XV. Licensing, Certification and Accreditation

- A. Contractor shall operate continuously throughout the term of this Agreement with all licenses, certifications and/or permits as are necessary to the performance hereunder. Failure to maintain a required license, certification, and/or permit may result in immediate termination of this Contract.
- B. Contractor shall comply with the United States Department of Health and Human Services OIG requirements related to eligibility for participation in Federal and State health care programs.
 1. Ineligible Persons may include both entities and individuals and are defined as any individual or entity who:
 - a. Is currently excluded, suspended, debarred or otherwise ineligible to participate in the Federal and State health care programs; or
 - b. Has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal and State health care programs after a period of exclusion, suspension, debarment, or ineligibility.
 2. Contractor shall review the organization and all its employees, subcontractors, agents, physicians and persons having five percent (5%) or more of direct or indirect ownership or controlling interest of the Contractor for eligibility against the following databases: SAM and the OIG's LEIE respectively to ensure that Ineligible Persons are not employed or retained to provide services related to this Contract. Contractor shall conduct these reviews before hire or contract start date and then no less than once a month thereafter.
 - a. SAM can be accessed at <https://www.sam.gov/SAM/>.
 - b. LEIE can be accessed at <http://oig.hhs.gov/exclusions/index.asp>.

3. Contractor shall certify or attest that no staff member, officer, director, partner or principal, or sub-contractor is “excluded” or “suspended” from any Federal health care program, federally funded contract, state health care program or state funded contract. This certification shall be documented by completing the Attestation Regarding Ineligible/Excluded Persons (**Attachment II**) at time of the initial contract execution and annually thereafter. Contractor shall not certify or attest any excluded person working/contracting for its agency and acknowledges that the County shall not pay the Contractor for any excluded person. The Attestation Regarding Ineligible/Excluded Persons shall be submitted to the following program and address:

DBH Office of Compliance
303 East Vanderbilt Way
San Bernardino, CA 92415-0026

Or send via email to: Compliance_Questions@dbh.sbcounty.gov

4. Contractor acknowledges that Ineligible Persons are precluded from employment and from providing Federal and State funded health care services by contract with County.
5. Contractor shall have a policy regarding the employment of sanctioned or excluded employees that includes the requirement for employees to notify the Contractor should the employee become sanctioned or excluded by the OIG, General Services Administration (GSA), and/or DHCS.
6. Contractor acknowledges any payment received for an excluded person may be subject to recovery and/or considered an overpayment by DBH/DHCS and/or be the basis for other sanctions by DHCS.
7. Contractor shall immediately notify DBH should an employee become sanctioned or excluded by the OIG, GSA, and/or DHCS.

XVI. Administrative Procedures

- A. Contractor agrees to adhere to all applicable provisions of:
 1. State Notices,
 2. County DBH Standard Practice Manual (SPM). Both the State Notices and the DBH SPM are included as a part of this Contract by reference.
- B. Contractor shall have a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, any required State or Federal notices (Deficit Reduction Act), and procedures for reporting unusual occurrences relating to health and safety issues.
- C. Provider List
Contractor shall ensure that staff is knowledgeable of and compliant with State and DBH policy/procedure regarding DBH Provider Directories. Contractor agrees to demonstrate that staff knows how to access Provider List as required by DBH.
- D. Beneficiary Informing Materials

Contractor shall ensure that staff is knowledgeable of and compliant with State and DBH policy/procedure regarding Beneficiary Informing Materials which includes, but is not limited to the Guide to Medi-Cal Mental Health Services. Contractor shall only use the DBH and DHCS developed and approved handbooks, guides and notices.

- E. If a dispute arises between the parties to this Agreement concerning the interpretation of any State Notice or a policy/procedure within the DBH SPM, the parties agree to meet with the Director to attempt to resolve the dispute.
- F. State Notices shall take precedence in the event of conflict with the terms and conditions of this Agreement.
- G. In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

H. Grievance and Complaint Procedures

Contractor shall ensure that staff are knowledgeable of and compliant with the San Bernardino County Beneficiary Grievance and Appeals Procedures and ensure that any complaints by recipients are referred to DBH in accordance with the procedure.

I. Notification of Unusual Occurrences or Incident/Injury Reports

1. Contractor shall notify DBH, within twenty-four (24) hours or next business day, of any unusual incident(s) or event(s) that occur while providing services under this Contract, which may result in reputational harm to either the Contractor or the County. Notice shall be made to the assigned contract oversight DBH Program Manager with a follow-up call to the applicable Deputy Director.
2. Contractor shall submit a written report to DBH within three (3) business days of occurrence on DBH Unusual Occurrence/Incident Report form or on Contractor's own form preapproved by DBH Program Manager or designee.
3. If Contractor is required to report occurrences, incidents or injuries as part of licensing requirements, Contractor shall provide DBH Program Manager or designee with a copy of report submitted to applicable State agency.
4. Written reports shall not be made via email unless encryption is used.

J. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge San Bernardino County Department of Behavioral Health as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in

part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with and approved by the County prior to publication. Contractor shall receive written permission from DBH prior to publication of said training materials.

K. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Contract or Contractor's relationship with the County may be made or used without prior written approval of DBH.

L. Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor or subcontractor pursuant to the Agreement shall be considered property of the County upon payment for services. All such items shall be delivered to DBH at the completion of work under the Agreement. Unless otherwise directed by DBH, Contractor may retain copies of such items.

XVII. Laws and Regulations

A. Health and Safety

Contractor shall comply with all applicable State and local health and safety requirements and clearances for each site where program services are provided under the terms of the Contract:

1. Any space owned, leased or operated by the Contractor and used for services or staff must meet local fire codes.
2. The physical plant of any site owned, leased or operated by the Contractor and used for services or staff is clean, sanitary and in good repair.
3. Contractor shall establish and implement maintenance policies for any site owned, leased or operated that is used for services or staff to ensure the safety and well-being of beneficiaries and staff.

B. Drug and Alcohol-Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, Contractor agrees that Contractor and Contractor's employees, while performing service for the County, on County property, or while using County equipment:

1. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of any substance.
3. Shall not sell, offer, or provide alcohol or a drug to another person. This shall not be applicable to Contractor or Contractor's employees who, as part of the

performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

4. Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
5. The County may terminate for default or breach of this Contract and any other contract Contractor has with County, if Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C. Pro-Children Act of 1994

Contractor will comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994.

D. Privacy and Security

1. County requires Contractor to adhere to the protection of Personally Identifiable Information (PII). PII includes any information that can be used to search for or identify individuals such as but not limited to name, social security number or date of birth. Reporting of Improper Access, Use or Disclosure or Breach

Contractor shall report to DBH's Office of Compliance any unauthorized use, access or disclosure of unsecured PII or any other security incident with respect to PII no later than one (1) business day upon the discovery of a breach. Upon discovery of a breach or suspected breach, Contractor shall complete the following actions:

- a. Provide Office of Compliance with the following information to include but not limited to:
 - 1) Date the breach or suspected breach occurred;
 - 2) Date the breach or suspected breach was discovered;
 - 3) Number of staff, employees, subcontractors, agents or other third parties and the titles of each person allegedly involved;
 - 4) Number of potentially affected patients/clients; and
 - 5) Description of how the breach or suspected breach allegedly occurred.
- b. Conduct and document a risk assessment by investigating without reasonable delay and in no case later than five (5) calendar days of discovery of the breach or suspected breach to determine the following:
 - 1) The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;
 - 2) The unauthorized person who used PHI or to whom it was made;
 - 3) Whether the PHI was actually acquired or viewed; and

- 4) The extent to which the risk to PHI has been mitigated.
- c. Provide a completed risk assessment and investigation documentation to Covered Entity's Office of Compliance within ten (10) calendar days of discovery of the breach or suspected breach with decision whether a breach has occurred.
 - 1) If a breach has not occurred, notification to Individual(s) is not required.
 - 2) If a breach has occurred, notification to the Individual(s) is required and Contractor may be required to notify affected Individual(s).
- d. Make available to County and governing State and Federal agencies in a time and manner designated by Covered Entity or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a breach or suspected breach for the purposes of audit or should the Covered Entity reserve the right to conduct its own investigation and analysis.

E. Program Integrity Requirements

1. General Requirement

Pursuant to Title 42 C.F.R Section 438.608, contractor must have administrative and management arrangements or procedures, including a mandatory compliance plan, that are designed to detect and prevent fraud, waste or abuse.

- a. If Contractor identifies an issue or receives notification of a complaint concerning an incident of possible fraud, waste, or abuse, Contractor shall immediately notify DBH; conduct an internal investigation to determine the validity of the issue/complaint; and develop and implement corrective action if needed.
- b. If Contractor's internal investigation concludes that fraud or abuse has occurred or is suspected, the issue if egregious, or beyond the scope of the Contractor's ability to pursue, the Contractor shall immediately report to the DBH Office of Compliance for investigation, review and/or disposition.
- c. Contractor shall develop a method to verify whether services were actually furnished to beneficiaries and demonstrate the results to DBH.

2. Code of Conduct

- a. Contractor shall either adopt the DBH Code of Conduct or develop its own Code of Conduct.
 - i. Should the Contractor develop its own Code of Conduct, Contractor shall submit the Code prior to implementation to the following DBH Program for review and approval:

DBH Office of Compliance

303 East Vanderbilt Way
San Bernardino, CA 92415-0026

Or send via email to: Compliance_Questions@dbh.sbcounty.gov.

- ii. Contractor shall distribute to all Contractor's employees, subcontractors, interns, volunteers, and members of Board of Directors a copy of the Code of Conduct. Contractor shall document annually that such persons have received, read, understand and will abide by said Code.

b. Excluded/Ineligible Persons

Contractor shall comply with Licensing, Certification and Accreditation Article in this Contract related to excluded and ineligible status in Federal and State health care programs.

Contractor shall not submit false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind.

F. Sex Offender Requirements

Contractor shall ensure client registration protocols for non-DBH referrals include a screening process to ensure clients ever convicted of a sex offense against a minor or currently registered as a sex offender with violations of CA Penal Code (PC) § 208 or 208.5, are not accepted into housing or treatment in facilities within one-half (1/2) mile (2640 feet) of any school, including any or all of kindergarten and grades 1 to 12, as required by PC § 3003, subdivision (g). Contractor shall obtain criminal history information for any client residing longer than twenty-four (24) hours, prior to rendering services.

Additionally, if Contractor's facility(ies) is a licensed community care facility and within one (1) mile of an elementary school, Contractor must seek/obtain disclosure from each client to confirm client has not been convicted of a sex offense of a minor as described herein, and assure residence in Contractor facility (for the duration of treatment and/or housing) is not prohibited, pursuant to CA Health and Safety Code (HSC) § 1564

XVIII. Confidentiality

Contractor agrees to comply with confidentiality requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), commencing with Subchapter C, and all State and Federal statutes and regulations regarding confidentiality, including but not limited to applicable provisions of Welfare and Institutions Code Sections 5328 et seq. and 14100.2, Title 22, California Code of Regulations Section 51009 and Title 42, Code of Federal Regulations Part 2.

- A. Contractor shall have all employees acknowledge an Oath of Confidentiality mirroring that of DBH's, including confidentiality and disclosure requirements, as well as sanctions related to non-compliance. Contractor shall have all employees sign acknowledgement of the Oath on an annual basis.

- B. Contractor shall not use or disclose PII other than as permitted or required by law.

XIX. Admission Policies

- A. Contractor shall develop shelter admission policies, which are in writing and available to the public.
- B. Contractor's admission policies shall adhere to policies that are compatible with Department of Behavioral Health service priorities, and Contractor shall admit clients according to procedures and time frames approved by DBH.
- C. If Contractor is found not to be in compliance with the terms of Admission Policies Article, this Agreement may be subject to termination.

XX. Personally Identifiable Information

- A. Contractor agrees to maintain and retain medical records according to the following:
 - 1. The minimum maintenance requirement of shelter service records.
 - 2. The minimum legal requirement for the retention of shelter service records:
 - a. For adults and emancipated minors, ten (10) years following discharge (last date of service), the final date of the contract period or from the date of completion of any audit, whichever is later;
 - b. For unemancipated minors, a minimum of ten (10) years after they have attained the age of 18, but in no event less than ten (10) years following discharge (last date of service), the final date of the contract period or from the date of completion of any audit, whichever is later.
 - c. County shall be informed within three (3) business days, in writing, if client medical records are defaced or destroyed prior to the expiration of the required retention period.
- B. Should client records be misplaced and cannot be located after the Contractor has performed due diligence, the Contractor shall report to DBH as a possible breach of PII.
- C. Contractor shall ensure that all client records are stored in a secure manner and access to records is limited to those employees of Contractor who have a business need. Security and access of records shall occur at all times, during and after business hours.
- D. The PII under this Contract shall be and remain the property of the County. The Contractor agrees that it acquires no title or rights to any of the types of client information.

XXI. Independent Contractor Status

Contractor understands and agrees that the services performed hereunder by its officers, agents, employees, or contracting persons or entities are performed in an independent capacity and not in the capacity of officers, agents or employees of the County.

All personnel, supplies, equipment, furniture, quarters, and operating expenses of any kind required for the performance of this Contract shall be provided by Contractor.

XXII. Subcontractor Status

- A. If Contractor intends to subcontract any part of the services provided under this Contract to an individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Contractor who is performing services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor, Contractor must submit a written Memorandum of Understanding (MOU) with that agency or agencies with original signatures to DBH. The MOU must clearly define the following:
1. The name of the subcontracting agency.
 2. The amount (units, minutes, etc.) and types of services to be rendered under the MOU.
 3. The amount of funding to be paid to the subcontracting agency.
 4. The subcontracting agency's role and responsibilities as it relates to this Contract.
 5. A detailed description of the methods by which the Contractor will insure that all subcontracting agencies meet the monitoring requirements associated with funding regulations.
 6. A budget sheet outlining how the subcontracting agency will spend the allocation.
 7. Additionally, each MOU shall contain the following requirements:
 - a. Subcontractor shall comply with the Right to Monitor and Audit Performance and Records requirements, as referenced in the Performance Article.
 - b. Subcontractor agrees to comply with Personnel Article related to the review of applicable Federal databases in accordance with Title 42 of the Code of Federal Regulations, Section 455.436, and applicable professional disciplines' and licensing and/or certifying boards' code of ethics and conduct.
 - c. Subcontractor shall operate continuously throughout the term of the MOU with all licenses, certifications, and/or permits as are necessary to perform services and comply with Licensing, Certification, and Accreditation Article related to excluded and ineligible status.
 - d. Subcontractor agrees to perform work under this MOU in compliance with confidentiality requirements, as referenced in the Confidentiality and Laws and Regulations Articles.
 - e. MOU is governed by, and construed in accordance with, all laws and regulations, and all contractual obligations of the Contractor under the primary contract.
 - f. Subcontractor's delegated activities and reporting responsibilities follow the Contractor's obligations in the primary contract.

- g. Subcontractor shall be knowledgeable in and adhere to primary contractor's program integrity requirements and compliance program, as referenced in the Laws and Regulations Article.
 - h. Subcontractor agrees to not engage in unlawful discriminatory practices, as referenced in the Nondiscrimination Article.
- B. Any subcontracting agency must be approved in writing by DBH and shall be subject to all applicable provisions of this Contract. The Contractor will be fully responsible for the performance, duties and obligations of a subcontracting agency, including the determination of the subcontractor selected and the ability to comply with the requirements of this Contract. DBH will not reimburse contractor or subcontractor for any expenses rendered without DBH approval of MOU in writing in the fiscal year the subcontracting services started.
- C. At DBH's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by DBH, resumes of proposed subcontractor personnel.
- D. Contractor shall remain directly responsible to DBH for its subcontractors and shall indemnify the County for the actions or omissions of its subcontractors under the terms and conditions specified in Indemnification and Insurance Article.
- E. Ineligible Persons
Contractor shall adhere to Prohibited Affiliations and Licensing, Certification and Accreditation Articles regarding Ineligible Persons or Excluded Parties for its subcontractors.
- F. Upon expiration or termination of this Contract for any reason, DBH will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with DBH.

XXIII. Attorney Costs & Fees

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Article, Part A.

XXIV. Indemnification and Insurance

- A. Indemnification
Contractor agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as

“passive” negligence but does not apply to the County’s “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.

B. Additional Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

C. Waiver of Subrogation Rights

Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor’s employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

D. Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

E. Severability of Interests

Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

F. Proof of Coverage

Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the contract is executed. Additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and all endorsements immediately upon request.

G. Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A-VII”.

H. Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

I. Failure to Procure Coverage

In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

J. Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

K. Insurance Specifications

Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

1. Workers' Compensation/Employers Liability

A program of Workers' Compensation insurance or a State-approved, Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with

\$250,000 limits, covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the County’s Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

2. Commercial/General Liability Insurance

Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal Injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

3. Automobile Liability Insurance

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

4. Umbrella Liability Insurance

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability

not covered by the primary policy. The coverage shall also apply to automobile liability.

L. Professional Services Requirements

1. Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate.

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) per occurrence and two million (\$2,000,000) aggregate.

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

2. Abuse/Molestation Insurance – The Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation, and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

3. If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The “claims made” insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

XXV. Nondiscrimination

A. General

Contractor agrees to serve all clients without regard to race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability pursuant to the Civil Rights Act of 1964, as amended (42 U.S.C., Section 2000d), Executive Order No. 11246, September 24, 1965, as amended, Title IX of the Education Amendments of 1972, and Age Discrimination Act of 1975.

Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.

B. Americans with Disabilities Act/Individuals with Disabilities

Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto. Contractor shall report to the applicable DBH Program Manager if its

offices/facilities have accommodations for people with physical disabilities, including offices, exam rooms, and equipment.

C. Employment and Civil Rights

Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:

1. Equal Employment Opportunity Program

Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of San Bernardino County and rules and regulations adopted pursuant thereto: Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000); the California Fair Employment and Housing Act; and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

During the term of the Contract, Contractor shall not discriminate against any employee, applicant for employment, or service recipient on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, political affiliation or military and veteran status.

2. Civil Rights Compliance

a. Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. Consistent with the requirements of applicable Federal or State law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical disabilities. The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified individuals with disabilities in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of the United States Department of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977. The Contractor shall include the nondiscrimination and compliance provisions of this Contract in all subcontracts to perform work under this Contract. Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to Title 9, CCR, Section 1820.205, Section 1830.205 or Section 1830.210, prior to providing covered services to a beneficiary.

- b. Contractor shall prohibit discrimination on the basis of race, color, national origin, sex, gender identity, age, disability, or limited English proficiency (LEP) in accordance with Section 1557 of the Affordable Care Act (ACA), appropriate notices, publications, and DBH Non-Discrimination-Section 1557 of the Affordable Care Act Policy (COM0953).

D. Sexual Harassment

Contractor agrees that clients have the right to be free from sexual harassment and sexual contact by all staff members and other professional affiliates.

- E. Contractor shall not discriminate against beneficiaries on the basis of health status or need for health care services, pursuant to 42 C.F.R. Section 438.6(d)(3).

F. Policy Prohibiting Discrimination, Harassment, and Retaliation

- 1. Contractor shall adhere to the County's Policy Prohibiting Discrimination, Harassment and Retaliation (07-01). This policy prohibits discrimination, harassment, and retaliation by all persons involved in or related to the County's business operations.

The County prohibits discrimination, harassment, and/or retaliation on the basis Race, Religion, Color, National Origin, Ancestry, Disability, Sex/Gender, Gender Identity/Gender Expression/Sex Stereotype/Transgender, Sexual Orientation, Age, Military and Veteran Status. These classes and/or categories are Covered Classes covered under this policy; more information is available at www.dfeh.ca.gov/employment.

The County prohibits discrimination against any employee, job applicant, unpaid intern in hiring, promotions, assignments, termination, or any other term, condition, or privilege of employment on the basis of a Protected Class. The County prohibits verbal harassment, physical harassment, visual harassment, and sexual harassment directed to a Protected Class.

- 2. Contractor shall comply with 45 C.F.R. § 160.316 to refrain from intimidation or retaliation. Contractors may not threaten, intimidate, coerce, harass, discriminate against, or take any other retaliatory action against any individual or other person for:
 - a) Filing of a complaint
 - b) Testifying, assisting, or participating in an investigation, compliance review, proceeding, or hearing
 - c) Opposing any unlawful act of practice, provided the individual or person has a good faith belief that the practice opposed is unlawful, and the manner of opposition is reasonable and does not involve a disclosure of protected health information.

XXVI. Contract Amendments

Contractor agrees that any alterations, variations, modifications, or waivers of the provisions of the Contract shall be valid only when they have been reduced to writing, duly signed by both parties and attached to the original of the Contract and approved by the required persons and organizations.

XXVII. Assignment

- A. This Agreement shall not be assigned by Contractor, either in whole or in part, without the prior written consent of the Director.
- B. This Contract and all terms, conditions and covenants hereto shall insure to the benefit of, and binding upon, the successors and assigns of the parties hereto.
- C. If the ownership of the Contractor changes, both the licensee and the applicant for the new license shall, prior to the change of ownership, provide the State and DBH with written documentation stating:
 - 1. That the new licensee shall have custody of the clients' records and that these records or copies shall be available to the former licensee, the new licensee and the County; or
 - 2. That arrangements have been made by the licensee for the safe preservation and the location of the clients' records, and that they are available to both the new and former licensees and the County; or
 - 3. The reason for the unavailability of such records.

XXVIII. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

XXIX. Improper Consideration

- A. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.
- B. The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.
- C. Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

XXX. Venue

The venue of any action or claim brought by any party to the Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning the Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

XXXI. Conclusion

- A. This Agreement consisting of thirty-seven (37) pages, Schedules, Addenda, and Attachments inclusive is the full and complete document describing the services to be rendered by Contractor to the County, including all covenants, conditions and benefits.
- B. IN WITNESS WHEREOF, the Board of Supervisors of San Bernardino County has caused this Agreement to be subscribed by the Clerk thereof, and Contractor has caused this Agreement to be subscribed on its behalf by its duly authorized officers, the day, month, and year first above written.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH

► _____
Georgina Yoshioka, Interim Director

Dated: _____

**APPROVED AS TO LEGAL FORM
COUNTY COUNSEL**

By _____
Dawn Martin, Deputy County Counsel

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

DEPARTMENT OF BEHAVIORAL HEALTH PROVISION OF EMERGENCY SHELTER SERVICES

DESCRIPTION OF PROGRAM SERVICES

July 1, 2022 through June 30, 2023

The Department of Behavioral Health is receiving emergency shelter services from the following named Contractor for the terms noted below:

Contractor Name:
Contractor Billing Address:
Emergency Shelter Name:
Shelter Address:
Consumer Description (Population and gender preference):
Emergency Shelter Owner Name:
Emergency Shelter Owner Contact Information:

A. Population Definitions

1. **Adult Criminal Justice (ACJ)**: This population includes the following:
 - a. **CHOICE**: Consumers on adult formal probation supervision ages 18 and above who are participating in the Choosing Health Options to Instill Change and Empowerment (CHOICE) program and are in need of housing for maintaining stabilization upon their release into the community from a restrictive correctional setting or transition from a lower level of care within an involuntary or voluntary setting upon acquiring stabilization.
 - b. **STAR**: Consumers on adult formal probation supervision ages 18 and above who are participating in the Supervised Treatment after Release (STAR) program through the Mental Health Court, including aftercare services when requirements are met by the consumer and acceptable by program, court, and probation.
 - c. **Community STAR (CSTAR)**: Consumers ages 18 and above who are in need of stable housing during their transition to a lower level of care. Unlike CHOICE and STAR, these consumers are no longer under supervision within the criminal justice system.
 - d. **Re-Integration Supportive Engagement Services (RISES)**: Consumers ages 18-59 who are being linked to behavioral health services after being diverted or released from San Bernardino County Detention Centers.
 - e. **Diversion Opportunity for Outpatient Recovery Services (DOORS)**: Consumers ages 18-64 who are participating in the DOORS program through Mental Health Diversion Courts and are in need of housing to maintain stabilization upon their release into the community from a restrictive correctional setting or during transition to a lower level of care upon completion of Mental Health Diversion requirements.

2. **Regional Outpatient Services:** This population includes the following:
 - a. Adults: Consumers ages 18-58 who are receiving services due to temporary homelessness and co-occurring disorders.
 - b. Older Adults: Consumers ages 59 and above who are receiving services due to temporary homelessness and co-occurring disorders.
 - c. Adults with special requirements: Consumers ages 18-58 with previous convictions relating to registered sexual offenses (Penal Code 290 Registrants).
3. **Homeless Outreach Support Team (HOST):** Consumers ages 18 and above who are chronically homeless and living with a mental illness or co-occurring disorder and require emergency shelter during an interim period (bridge housing) while the program works to obtain permanent supportive housing for the consumer.
4. **Transitional Age Youth (TAY):** This population includes the following:
 - a. TAY: Consumers ages 18-25 who are receiving services due to temporary homelessness and co-occurring disorders. Consumers are in need of age appropriate housing that will assist their recovery along with the overall TAY program goals.
 - b. Pregnant and/or Mothering TAY: Consumers ages 18-25 who are receiving services due to temporary homelessness and co-occurring disorders. Consumers will either have legal custody of younger children (ages 0-7) or an approved reunification plan from the appropriate County department. Consumers are in need of family appropriate housing that will assist their recovery along with the overall TAY program goals.
5. **24 - Hour and Emergency Services:** This population includes the following:
 - a. Triage Transitional Services (TTS): Adult consumers ages 18-59 who voluntarily walk-in to Arrowhead Regional Medical Center Behavioral Health Unit (ARMC BHU), evaluated and do not meet medical necessity for inpatient hospitalization, are homeless, and require emergency shelter.
 - b. Community Crisis Response Team (CCRT): Adult consumers ages 18-59 who are in the community experiencing a behavioral health crisis, evaluated, and do not meet medical necessity for inpatient hospitalization, are homeless, and require emergency shelter.
 - c. Placement After Stabilization (PAS): Adult consumers ages 18-59 who are transitioning from a Crisis Residential Treatment (CRT) facility, are homeless, and require emergency housing.
 - d. Adult Continuing Care Program (ACCP): Adult consumers ages 18-59 who are transitioning from an acute psychiatric inpatient hospital, at risk of homelessness, and require emergency housing during an interim period (bridge housing) while the program works to obtain more permanent housing.
 - e. Community Reintegration Services (CRS): Adult consumers ages 18-59 who are transitioning from locked residential settings or State Hospitals who are at risk of homelessness and require emergency housing during an interim period (bridge housing) while the program works to obtain more permanent housing.

- f. Therapeutic Alliance Program (TAP): Adult consumers ages 18-59 living with co-occurring behavioral health condition who are transitioning from co-occurring treatment at a Substance Use Disorder Recovery Services (SUDRS) residential facility, homeless, and require emergency housing.
- g. Triage Engagement and Support Teams (TEST): Adult consumers ages 18-59 living with a behavioral health condition whom law enforcement has made contact with and are homeless requiring emergency housing.

B. Program Description

1. **Program Objective** – The objective of this program is to provide emergency shelter services to homeless, mentally ill or co-occurring consumers who are participating in comprehensive mental health and substance abuse disorder treatment services.
2. **NO TRANSPORTATION IS TO BE PROVIDED TO ANY DBH CONSUMER AT ANY TIME.**
3. **Emergency Shelter Program Requirements** – The following requirements are for all of the types of consumers noted in this Addendum I. Pregnant and/or Mothering TAY emergency shelters are held to these requirements as well as the specific requirements noted below in Article B, Section 4. Any requests for exceptions to these items will need to be approved by both the emergency shelter owner and the respective Program Manager II.

All Contractors shall perform, provide and abide by the following:

- a. Placements will typically be between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. However, the contractor must be willing to accept placements after 5:00 p.m. during weekends and on holidays, with prior notification and agreement.
 - Contractor and/or House Manager should verify the identity of the DBH employee making a consumer placement along with the population the consumer is under.
 - Appropriate Referral Voucher for Emergency Shelter Services form should also be provided upon consumer placement. See Attachment I for Emergency Shelter Services Referral Voucher Procedure.
 - **Consumers required to register as a sexual offender may have special requirements for placement:** Individuals previously convicted of sexual offenses may be required to register as a sex offender and may be restricted on where they may reside, including for the duration of treatment services. This is determined by several factors including, but not limited to, severity of the crime, time elapsed since conviction and changes to relevant legislation. DBH will follow all applicable laws and regulations regarding appropriate placement for these individuals. The following regulations may apply: Penal Code 290 Registrants, California Health and Safety Code (HSC) 1502, HSC 1564.
- b. Provide and maintain a safe and sanitary living environment and physical plant conducive to quality care and treatment of mentally ill or co-occurring individuals; this includes the provision of utilities and appliances in continual, correct working order, and ongoing maintenance repair and/or replacement as needed of beds, linen, flooring, paint, window coverings, fixtures, landscape, etc.
 - Emergency shelter site must have a properly functioning cooling and heating system.

- Windows, sliding doors, etc., shall be in working order and door and window screens shall be intact with no tears.
- c. Provide each consumer a safe and sanitary bedroom, on a nightly basis which includes the provision of clean bed linens, blankets and a pillow and does not include common areas.
- Emergency Shelter House Rules will state that the consumer will wash bed linens on a weekly basis.
- d. Bedrooms shall not be used as a passageway to other bedrooms and must each have their own dedicated entrance or must be accessible via a common hallway.
- e. Contractor must ensure that emergency shelter site is free of any alcohol, marijuana or illegal substances.
- f. Provide a working landline telephone (if multiple units, access in each unit) that is available 24 hours per day, 7 days a week for emergency and/or local use.
- g. Security and video cameras may only be placed in common areas and must be monitored by the contractor internally. Third party camera or video monitoring is not permitted.
- h. Firearms or weapons that can cause great bodily injury are prohibited and cannot be stored on the property or be in the possession of managers or consumers while on the property.
- i. Provide clean, functional and safe toilet and shower facilities for consumers. Personal hygiene supplies, such as, but not limited to, shampoo, soap, toothpaste, toilet paper, deodorant, lotion and feminine hygiene products shall be provided. Each consumer will be issued their own bath towel for use while at the facility and consumer shall not be required to share towel with another consumer.
- j. Provide an individual, lockable storage box for each consumer. Boxes are to have two keys, one is to be given to the consumer and one is kept by the House Manager. Boxes are to be kept in a secondary secured/locked location and are not to be kept in the consumer's room. The House Manager shall oversee these requirements and ensure consumers shall have access to their storage box upon request. Note: Consumer owned over the counter medications are to be kept in the consumer's locked storage box.
- k. The House Manager or emergency shelter staff shall not dispense nor provide assistance or verbal reminders to the consumer in taking prescription medication.
- l. Contractor shall assure that bedroom doors do not have locks that restrict House Manager, DBH or Probation staff from complete access during required inspections.
- m. Prepare and provide three (3) adult sized, well-balanced meals and two (2) separate snacks on-site and on a daily basis, as per USDA guidelines. Reasonable accommodations shall be made for special diets.
- Providing "store-cards" is not sufficient for this requirement.
 - Food for meals shall not be acquired from community based agencies or organizations such as food banks and/or churches.
 - Contractor may not provide expired food items, as identified per manufacturer's label.

- Consumers are not eligible for Food Stamp benefits (CalFresh benefits). Encouraging consumers to apply for CalFresh is considered fraud.
- Consumers shall not be asked to pay for their food.

Meals/snacks must be available to consumers at pre-set times throughout the day. Menus are to be posted and updated on a weekly basis at minimum. Meals and snacks are two separate services. Snacks are to be available in the mid-morning and the mid-afternoon and should be kept on site and available to the consumers. For those consumers attending day treatment, lunch and snacks are to be prepared for the consumers to take with them.

Well-balanced meals may be prepared off-site, delivered to the emergency shelter and served to consumers at the emergency shelter at pre-set times on a daily basis. This provision does not allow “fast-food” to be served to consumers.

- n. Emergency shelter must have on-site, working laundry facilities available to DBH consumers. This includes a clothes washer and clothes dryer and the provision of laundry soap.
- o. Due to consumer health and general hygiene concerns, contractor shall not allow animals to reside inside the emergency shelter (unless prior approval is received from Program Manager). However, contractor shall be ADA compliant in the instance of a consumer with a registered indoor service animal.
- p. Contractor shall not allow smoking at the emergency shelter other than outdoors in a designated area.
- q. Contractor shall obtain an appropriate business license, Community Care License, Conditional Use Permit and/or Fire Clearance, as designated by local ordinances. All licenses and/or necessary permits shall remain current throughout the term of the agreement and will be reviewed annually or as necessary.
 - When obtaining business licenses, contractors should verify with the appropriate agency that the correct type of license is obtained for the services to be performed and for the number of consumers proposed to be served.
 - For consumer safety, fire clearances will be conducted/updated annually by an appropriate agency, at contractors’ expense, if not required annually by local ordinance.
- r. Contractor can contact a program representative via telephone or email to request assistance with and/or the possible removal of consumer(s) from the residence. Email requests shall not be made unless encryption is used. Information regarding consumers is protected and, therefore, return responses from the programs cannot be disclosed or addressed through email correspondence.
- s. In the event that the consumer leaves without notice or does not return to retrieve their personal belongings, the Contractor shall notify the program immediately and will be responsible for storing consumer belongings, including prescription drugs, for thirty (30) days after the consumer has been discharged or removed from the site. The Contractor can request assistance from program staff with the storage or disposal of personal belongings.
- t. Contractor shall have house rules posted and copies made available to each consumer upon admission and request.

- u. Contractor shall have an Emergency Disaster Plan (LIC 610D) posted in the home next to the telephone along with an attached Earthquake Preparedness Checklist (LIC 9148). These forms can be located and printed at: www.ca.gov.

Posted list of contacts must include, but is not limited to:

- Fire/Paramedics
 - Police/Sheriff
 - Hospital
 - Adult Protective Services
 - Access Unit
 - Child Protective Services
 - Poison Control
 - Program Specific Hotline Numbers
 - DBH Community Crisis Response Team (CCRT)
- v. Contractor shall have a Home Evacuation Plan mapped, posted and provided to all consumers upon arrival. Contractor is to execute periodic evacuation drills with consumers.
- w. Contractor shall have consumer Grievance Procedures posted for consumer use.
- x. Contractor shall give DBH and Probation staff 24/7 access to consumers and facility for the purpose of evaluation regarding meeting consumer and program needs and unannounced inspections.
- y. All Contractors will be required to attend mandatory scheduled contractor meetings; an agency representative from each facility must attend. Failure to attend may result in the agency's removal from the Emergency Shelter Contractor List. The date, location and time will be provided in advance of each meeting.
- z. Emergency shelter inspections will be performed at random intervals by DBH staff. If there are any deficiencies found in service provision or physical plant, per the agreement, the contractor will be given an opportunity with an appropriate amount of time to correct such deficiencies. The DBH Program Manager or designee has the discretion to remove consumers temporarily from the residence until deficiencies that address safety are resolved. If contractor fails to make necessary corrections, the DBH Program Manager or designee, at his/her discretion, may authorize the removal of all consumers, if not already removed, and the agreement may be terminated.
- aa. Contractors who are found to be in gross violation of contractual guidelines, policies or procedures, that compromise the safety or well-being of DBH consumers as outlined in this agreement and as identified by DBH staff will be placed on the Contractor "Do Not Use List." For ongoing violations that do not compromise the safety or well-being of DBH consumers, contractors may be placed on the "No New Referrals List" until identified deficiencies are corrected by the contractor and approved by DBH.

- bb. In instances where DBH staff identify an infestation of pests or vermin (e.g., cockroaches, bed bugs and mice), the Contractor will be required to obtain professional extermination services. DBH staff will determine if routine professional preventive pest maintenance is required.
- cc. Only two (2) consumers may be placed in a bedroom (except TAY), unless prior approval is given by DBH Program Manager or designee. However, **no more than two (2)** Criminal Justice-Involved consumers shall be placed in a bedroom at any time.
- dd. Minor children shall not be allowed on-site at any time (except TAY).
- ee. Contractor shall not house known felony offenders (on probation and/or parole) with DBH Criminal Justice-Involved consumers.
- ff. Perimeter fencing is required for all back yards. At least one latched gate, prohibiting outside entrance onto the property is required. Gates should be operable and in good working order. For consumer safety and in the event of an emergency, gates shall remain unlocked at all times.
- gg. If at any time it becomes necessary for the Contractor to change the emergency shelter location due to a physical plant concern (e.g., mold or loss of lease) or a natural disaster outside the Contractor's control (e.g., earthquake, fire or flood), the Contractor will notify the Program Manager immediately and if a replacement site is identified by the Contractor, the site shall require DBH approval prior to resuming services.
- hh. If a Contractor requests to change their population group for a respective site, the Contractor will notify the DBH Program Manager for the current population served via a written request. Requests will be evaluated and reviewed by the Program Manager and a decision will be mailed to the Contractor.
- ii. If DBH identifies a need for additional emergency shelter beds in a specific region of the County, for a specific priority population(s), DBH will reach out to the Contractor and that Contractor will be given the option to add additional shelter locations during the term of this contract. These additional sites will require a DBH site visit, shelter required documentation, and an amended contract to be issued to the Contractor prior to approval and referral of DBH consumers.
- jj. If a Contractor requests to close a location or cease business with DBH per Duration and Termination Article of this contract, the Contractor must notify DBH at least 30 days prior to the closing of the site to allow for the relocation of DBH consumers.
- kk. Contractor shall use a consumer sign-in/out log on a daily basis. Sign-in/out sheets will be stored by the Contractor in a binder and made available to all program staff upon request.
- ll. Contractor shall complete all necessary forms, as requested, including but not limited to:
 - 1) Claim for Reimbursement
 - 2) Referral Voucher
 - 3) Reimbursement Form
 - 4) Contractors Request for House Manager Review, Clearance and PM Approval

Approved forms will be provided by DBH Program staff as appropriate.

4. **Pregnant and/or Mothering TAY Requirements:**

- a. Contractor is not responsible for providing food for infants or toddlers; Mothers will provide food for infants/toddlers.
- b. Contractor must have appropriate bedding/furniture for infants/toddlers; this would include cribs and/or smaller beds/bedding and high-chairs for meals.
- c. Contractor shall take all home precautions to ensure the safety of infants/toddlers. This includes, but is not limited to, child locks on cabinets, review of “items within reach”, furniture secured properly, gates for stair access on upper and lower floors, window shade/curtain ties, bathroom safety, kitchen safety, etc.
- d. Any outdoor play areas shall be fenced properly.
- e. House Manager shall be currently certified in infant/child CPR and First Aid; this certification must be maintained throughout agreement period and shall be submitted to DBH Program Manager on an annual basis.
- f. If the emergency shelter has any bodies of water on the property, which includes, but is not limited to, pools, spas, fish ponds, etc., the area must have appropriate fencing of at least 5 feet in height with a self-latching gate that opens away from the pool or body of water. If using a cover, it must support the weight of a full grown adult and shall be kept covered **and** locked when not in use.
- g. Due to a high instance of injury, baby walkers, bouncers, jumpers and similar items shall **NOT** be used for children in care and must be kept inaccessible.

5. **Emergency Shelter/House Manager Requirements**

- a. All emergency shelters must have an **on-site** House Manager who is approved by DBH. If they live on-site they must have separate sleeping quarters (unless other arrangements are approved by DBH prior to manager placement.) The House Manager or an approved designated Back-up House Manager must be on the premises between the hours of 3 p.m. to 8 a.m.. If the House Manager or the assigned Back-up House Manager is off-site for any reason, s/he must be able to report to the facility within fifteen (15) minutes. Note: At the discretion of the DBH Program Manager or designee, more than one (1) House Manager may be required on site to ensure adequate monitoring and safety of consumers.
- b. The House Manager must have no previous convictions with any correlation to that position, which may cause risk to consumers. The following is to be followed:
 - 1) Potential House Managers shall submit fingerprints to the California Department of Justice (DOJ) for a criminal record review.
 - i. There are over 40 locations in San Bernardino County to obtain the Live Scan/DOJ Clearance. Any required fees for this service are the responsibility of the Contractor. Locations can be found by accessing the following link: <http://aq.ca.gov/fingerprints/publications/contact.php>.
 - 2) Contractor(s) shall obtain potential House Manager’s records from the DOJ and review for any convictions.
 - i. Following Contractor review and approval of the DOJ report, if no convictions are noted, Contractor shall complete and submit the Emergency Shelter Services Contractors Request for House Manager Review, Clearance and PM Approval Form to the DBH Shelter Coordinator for approval.

- ii. If the DOJ report indicates a conviction for any crime other than a minor traffic violation, an exemption is required and must be granted by DBH. The Contractors Request for House Manager Review, Clearance and PM Approval Form must note the conviction information upon submission to the DBH Shelter Coordinator. In assessing for an exemption, the Department will consider convincing evidence that the individual has been rehabilitated and is currently of good moral character by considering the following items:
 - 1. Nature of the crime
 - 2. Length of time since last conviction and number of convictions
 - 3. Circumstances surrounding the commission of the crime
 - 4. Activities since commission of the crime that demonstrate the behavior has changed
 - 5. Two character references
 - 6. Certificate of rehabilitation
 - 7. Written statement/explanation from the individual of the conviction and circumstances surrounding the arrest.

No exemptions shall be provided from the Department for the following crimes:

- 1. Gang related activity PC186.22/186.1
- 2. Murder/attempted murder PC 664/187
- 3. Mayhem PC 203
- 4. Torture PC 206
- 5. Kidnapping PC 207-9-9-10
- 6. Robbery PC 211
- 7. Carjacking PC 215
- 8. Assault with intent to commit mayhem, rape, sodomy PC 220
- 9. Sexual battery PC 243.4
- 10. Rape PC 261 and 262(a) and 264.1
- 11. Enticing a minor into prostitution PC 266
- 12. Induce sexual intercourse by fear PC 266 (c)
- 13. Pimping a minor PC 266 (h) (b)
- 14. Pandering a minor PC 266 (i) (b)
- 15. Lewd lascivious acts with minor PC 266 (j)
- 16. Contributing to the delinquency of a minor PC 272
- 17. Child endangerment PC 273 (a)(1)
- 18. Corporal punishment on a child PC 273 (d)

19. Oral copulation PC 288 (a)
20. Distributing lewd material to a minor PC 288.2
21. Continuous sexual abuse of a minor PC 288.5 (a)
22. Anal penetration PC 289
23. All crimes requiring registration as a sex offender PC 290 (a)
24. Child pornography PC 311.2 (b) (c) (d), 311.4, 311.10
25. Obscene exposure PC 314 (1) (a)
26. Poisoning or altering food, drink, meds PC 347 (a)
27. Elder/dependent abuse PC 368 (b) (c)
28. Exhibiting a firearm PC 417 (b)
29. Arson PC 451 (a) (b)
30. First degree burglary PC 460 (a)
31. Gang extortion PC 786.22/518
32. Child molestation PC 647.6
33. Solicit rape of another PC 653 (f) (c)

Findings of the DBH background clearance review will be sent in writing to the individual and the emergency shelter owner.

- c. Contractors are required to have at least one (1) approved Back-up House Manager and no more than five (5) approved Back-up House Managers listed per each emergency shelter site. Contractors may utilize each other's approved Back-up House Managers on a temporary basis when they do not have one available. Final determination for this requirement will be made by the DBH Emergency Shelter Program Manager or the Deputy Director, if necessary.
- d. House Managers shall not have any friends or family members visiting or residing in the emergency shelter, either on a temporary or permanent basis, at any time, **unless they are functioning as an approved Back-up House Manager.**
- e. House Manager shall not possess alcohol, marijuana or illegal substances on the emergency shelter premises at any time.
- f. The owner of the emergency shelter agrees to have the House Managers' room searched by Probation Department staff in the presence of the House Manager during routine Probation Department visits.
- g. At no time will the Emergency Shelter Owner, House Manager or facility employees request that DBH consumers "fund-raise", "pan-handle" or otherwise request donations, public or private, or payment of any kind on behalf of the emergency shelter.
- h. Consumers may not be employed by the Emergency Shelter Owner, House Manager or facility as long as they are a resident.

- i. House Manager and Back-up House Managers shall be familiar and well oriented to the contract for emergency shelter services. In addition, House Manager and Back-up House Managers shall be familiar and well versed with their respective Contractor's house rules.
- j. House Manager shall have knowledge and ability to handle the oversight of general operation of the emergency shelter, including, but not limited to, housekeeping, meal preparation, assisting consumers with activities of daily living (e.g., hygiene, bed-making and keeping doctor/therapy/case management/ court appointments), and assigning and overseeing chores of consumers. No consumer can be placed in the temporary position of House Manager while the House Manager is away from the facility. The emergency shelter shall be appropriately staffed at all times.
- k. House Manager, and all who handle food are required to have a valid San Bernardino County food handler card approved by the San Bernardino County Department of Public Health prior to providing services.

Information regarding food handler training and testing can be accessed online at: http://www.sbcounty.gov/dph/dehs/Depts/EnvironmentalHealth/FIRST/food_worker_training.aspx or by calling the San Bernardino County Department of Public Health at (800) 442-2283.
- l. If at any time during the agreement period it becomes necessary to change House Managers, the Contractor shall notify the appropriate Program Manager or designee within 24 hours of change. Contractor shall follow the requirements to obtain approval for replacement House Manager.
- m. House Manager will be required to enforce any restrictions imposed on the consumer by DBH program staff and/or Probation. This includes notifying the appropriate program staff of any absences from the facility without authorization and when a consumer placed on any restrictions has violated that restriction.

6. Notice of Unusual Occurrences or Incident/Injury Reports

Any unusual incident(s) or event(s) that occur while providing emergency shelter services under this Contract, which may result in reputational harm to either the Contractor or the County, shall be reported as follows:

- a. If the incident occurs within normal business hours, Contractor shall notify the appropriate DBH Program Manager or designee immediately by contacting the Program business telephone number provided.
- b. If the incident occurs outside of normal business hours, Contractor shall contact the ACCESS Unit immediately and the Program Manager the beginning of the next business day. This shall include contacting the Program when a consumer has not returned to the designated home by curfew. Additionally, a follow-up phone call shall be made to the Program if the consumer returns to the home.
- c. If the event involves an attempted suicide or death of a consumer, the appropriate DBH program must be notified immediately either through the program business line or hotline number, or the ACCESS number if a hotline number is not available.
- d. Contractor shall submit a written report to the DBH Program Manager within three (3) business days following the occurrence on a DBH Unusual Occurrence/Incident Report form

or on the Contractor's own DBH approved form. The written report shall be submitted by hand or faxed to the program facility. Reports shall not be submitted via email unless encryption is used. Appropriate form(s) will be provided to Contractors.

- e. If Contractor is required to report occurrences, incidents or injuries as part of licensing requirements, Contractor shall provide DBH with a copy of the report submitted to the applicable State agency. Written reports shall not be made via email unless encryption is used.

C. REQUIRED LINKAGE WITH COUNTY SYSTEM

Contractor will be expected to work cooperatively with the San Bernardino County DBH Program staff. Contractor will maintain close communication with the existing San Bernardino County referral system in the coordination of consumer placement so that emergency shelter services can be accessed in a timely manner.

1. Facilities

- a. Emergency shelter settings shall be as close to a normal home environment as possible without sacrificing consumer safety or care.
- b. Emergency shelter settings shall have the appearance of a non-institutional setting; exteriors shall be aesthetically pleasing.
- c. Mentally ill individuals, where possible, should be in separate facilities, and not part of one large facility attempting to serve an entire range of consumers. Individuals who have a history of violence shall not be housed with mentally ill consumers.
- d. In order to meet the clinical needs of the target population, several facilities may be designated as either male or female only.

2. Services

- a. Emergency Shelter services are encouraged to exist in every geographic area to the extent resources are available for consumers in the target population categories.
- b. Services to the target population shall be delivered county-wide to ensure access by members of the target populations.
- c. Automotive Insurance

While automotive insurance language is noted in the Indemnification and Insurance Article, Paragraph K Insurance Specifications, sub-section 3 of this agreement, DBH is suspending the requirement for Automobile Insurance for Emergency Shelter Services Contractors since Contractors are not allowed to transport DBH consumers at any time. If at a future date the requirement for transportation changes, Contractors will be notified of appropriate steps.

3. Coordination

- a. Contractor shall allow DBH Program staff 24/7 access to the facility.
- b. Contractor shall notify the DBH Program contact immediately following the departure, for any reason, of a consumer who was referred to that facility by DBH.
- c. Contractor shall cooperate with the DBH Program staff in all matters related to the monitoring of this program.

- d. Placements into Emergency Shelter will take place as necessary, which will be determined by DBH staff.

4. **Consumer Admission Criteria (as determined by DBH Program Manager)**

Contractor shall collaborate with DBH regarding appropriateness of admission and discharge of consumers. DBH will determine the length of stay for consumers, and has sole authority to relocate a consumer if it deems necessary to better meet consumer needs.

- a. Consumers who have a qualifying mental health condition and have no income.
- b. Consumers who are linked to a DBH/Contract program and are willing to participate in treatment.
- c. Consumers must be able to provide for their own personal care, including taking any prescribed medications.
- d. Consumers who need convalescent or nursing care will not be admitted to emergency shelters.
- e. Consumers must not display any acts of violence or intentions to harm self or others within the month prior to admission.
- f. Consumers who have a substance abuse diagnosis only will not be admitted to the program. Contractor is not authorized to perform or obtain drug screen tests of the consumer.
- g. Contractor shall develop, in writing, a consumer admission policy and make it available to the public, upon their request.

5. **Consumer Exit Criteria (as determined by DBH Program Manager)**

- a. Consumers may stay no longer than 6 months in Emergency Shelter.
 - This does not pertain to consumers in “bridge housing”
 - DBH program staff can request an extension for an additional month with their Program Manager II approval.
 - DBH program staff must have a housing plan for consumer for any additional extensions.
- b. When alternative housing is acquired by the consumer.
- c. Any violations of prohibitions against violence, substance use, stealing, or negative interactions with other emergency shelter consumer.
- d. Upon the receipt of alternate funds, such as SSI benefits or employment.
 - Consumer may be granted one additional month, at the discretion of the DBH program staff in order to save money toward moving costs.
 - Consumer will be exited from the Emergency Shelter Voucher at the end of the month.
 - Consumer may make arrangements with Contractor to stay and pay on their own.
 - Consumers may not make “partial payment” and DBH make “partial payment” of bed.

- e. Consumers who need inpatient treatment, or those who display behavior which require a higher level of placement services, will be assisted by DBH Program staff to move to another facility.

Emergency Shelter Services Referral Voucher Procedure

1. DBH program staff will contact DBH Shelter Coordinator to determine if consumer is eligible for placement
2. DBH Shelter Coordinator will complete the Emergency Shelter Referral Voucher (Voucher) and email it to the placing DBH program staff.
3. DBH program staff will print the Voucher and give it to the receiving shelter staff upon consumer arrival. This Voucher will authorize placement from the starting date until the consumer leaves.
4. A copy of the Voucher will be uploaded into the consumer's electronic health record and a copy will be kept with DBH Shelter Coordinator.
5. At any point during month, if the consumer leaves the emergency shelter, the Contractor is to contact DBH Shelter Coordinator to inform them of the last night consumer was onsite.
6. DBH Shelter Coordinator will enter the Date of Last Shelter Night Authorized on the Voucher on file and send a copy to the Contractor.
7. The first day of the following month, the Contractor shall submit any Vouchers of terminated consumers along with the Emergency Shelter Monthly Summary – Claim for Reimbursement and the Emergency Shelter Reimbursement Form. The Vouchers should be signed by the Contractor, certifying that the placement was terminated on the date stated.
8. Form Descriptions:
 - a. **Emergency Shelter Referral Voucher** – This authorizes the placement of the consumer. The authorization remains active until the DBH program staff terminate placement.
 - b. **Emergency Shelter Reimbursement Form** – This is completed based on the consumers stay for the month. Please use only one form for each program. For example, do not put HOST and CHOICE clients on the same Reimbursement Form. You can put multiple clients on the same form as long as the clients are from the same program. Please leave designated DBH spaces blank, such as the DBH Signature lines or DBH Cost Center line.
 - c. **Emergency Shelter Monthly Summary – Claim for Reimbursement** – This is completed based on the total consumer nights and total monthly amount you are claiming based on the completed Emergency Shelter Reimbursement Form. Remember to check the appropriate program box.
9. Your completed packet should be sent to the DBH Shelter Coordinator for the program you are billing for payment. If you are unsure who the form should be sent to, please reach out to the Program Manager for DBH-Centralized Hospital Aftercare Services (CHAS) for assistance.
10. Reimbursement for providing emergency shelter services can take up to 60 days after the correct and complete packet is submitted for payment. If it has been at least 60 days since you turned in your completed packet, you can call the Program Manager for payment status. Emergency Shelter contractors are

expected to continue to provide all necessary emergency shelter services while awaiting payment for past services.

ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS

Contractor shall:

To the extent consistent with the provisions of this Agreement, comply with regulations found in Title 42 Code of Federal Regulations (CFR), Parts 1001 and 1002, et al regarding exclusion from participation in Federal and State funded programs, which provide in pertinent part:

1. Contractor certifies to the following:
 - a. it is not presently excluded from participation in Federal and State funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a Federal or State agency which is likely to result in exclusion from any Federal or State funded health care program, and/or
 - c. unlikely to be found by a Federal and State agency to be ineligible to provide goods or services.
2. As the official responsible for the administration of Contractor, the signatory certifies the following:
 - a. all of its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any Federal or State funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a Federal or State agency of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any Federal and State funded health care program, and/or
 - c. its officers, employees, agents and/or sub-contractors are otherwise unlikely to be found by a Federal or State agency to be ineligible to provide goods or services.
3. Contractor certifies it has reviewed, at minimum prior to hire or contract start date and monthly thereafter, the following lists in determining the organization nor its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any Federal or State funded health care programs:
 - a. OIG's List of Excluded Individuals/Entities (LEIE).
 - b. United States General Services Administration's System for Award Management (SAM).
 - c. California Department of Health Care Services Suspended and Ineligible Provider (S&I) List, if receives Medi-Cal reimbursement.
4. Contractor certifies that it shall notify DBH immediately (within 24 hours) by phone and in writing within ten (10) business days of being notified of:
 - a. Any event, including an investigation, that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under Federal or State funded health care programs, or
 - b. Any suspension or exclusionary action taken by an agency of the Federal or State government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which Federal or State funded health care program payment may be made.

Printed name of authorized official

Signature of authorized official

Date