

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

SAP Number

Department of Behavioral Health

Department Contract Representative	Shane Hibbard-Miller
Telephone Number	(909) 386-8264
Contractor	Superior Court of California County of San Bernardino
Contractor Representative	Joe Navarro
Telephone Number	(909) 708-8747
Contract Term	April 1, 2026 - March 31, 2031
Original Contract Amount	\$1,921,005
Amendment Amount	N/A
Total Contract Amount	\$1,921,005
Cost Center	9209211000
Grant Number (if applicable)	N/A

THIS CONTRACT is entered into in the State of California by and between San Bernardino County, hereinafter called the County, and the Superior Court of California County of San Bernardino referenced above, hereinafter called Contractor.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County desires to purchase and Contractor desires to provide mental health liaison, consultation, and support services, and,

WHEREAS, this Agreement is authorized by law,

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

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
I. Definition of Terminology	3
II. Contract Supervision	3
III. Performance	4
IV. Funding and Budgetary Restrictions	10
V. Provisional Payment	12
VI. Electronic Signatures	14
VII. Annual Cost Report Settlement	15
VIII. Fiscal Award Monitoring	18
IX. Final Settlement: Audit	18
X. RESERVED	19
XI. Contract Performance Notification	19
XII. Probationary Status	19
XIII. Duration and Termination	20
XIV. Accountability: Revenue	20
XV. Personnel	20
XVI. Prohibited Affiliations	23
XVII. Licensing, Certification and Accreditation	24
XVIII. Health Information System	26
XIX. Administrative Procedures	26
XX. Laws and Regulations	30
XXI. Patients' Rights	36
XXII. Confidentiality	36
XXIII. Medical Records/Protected Health Information	36
XXIV. Transfer of Care	38
XXV. Quality Assurance/Utilization Review	38
XXVI. Independent Contractor Status	38
XXVII. Subcontractor Status	38
XXVIII. Attorney Costs and Fees	40
XXIX. Indemnification and Insurance	40
XXX. Nondiscrimination	41
XXXI. Contract Amendments	43
XXXII. Assignment	43
XXXIII. Severability	44
XXXIV. Improper Consideration	44
XXXV. Venue	44
XXXVI. Conclusion	45

- Schedules A & B - Planning Estimates & Program Budget
- Addendum I - Description of Program Services
- Attachment I - Attestation Regarding Ineligible/Excluded Persons
- Attachment II - Data Security Requirements

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 term "head of service" as defined in the California Code of Regulations, Title 9, Sections 622 through 630, is a licensed mental health professional or other appropriate individual as described in these sections.
- H. 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 (MHSOAC), the Department of Public Health (CDPH), and the Office of Statewide Health Planning and Development (OSHPD).
- I. The U.S. Department of Health and Human Services (HHS) mission is to enhance and protect the health and wellbeing of all Americans by providing for effective health and human services and fostering advances in medicine, public health, and social services.
- J. 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.

II. 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 backup 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.

III. Performance

- A. Under this Agreement, the Contractor shall provide those services, which are dictated by attached Addenda, Schedules and/or Attachments; specifically, contractor will provide the services listed on **Addendum I Mental Health Counselors Service Description**. 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. 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.

- C. Contractor agrees to submit reports as requested and required by the County and/or the Department of Health Care Services (DHCS).

D. Data Collection and Performance Outcome Requirements

Contractor shall comply with all local, State, and Federal regulations regarding local, State, and Federal Performance Outcomes measurement requirements and participate in the outcomes measurement process, as required by the State and/or DBH.

Contractor shall comply with all requests regarding local, State, and Federal Performance Outcomes measurement requirements and participate in the outcomes measurement processes as requested.

MHSOAC, DHCS, OSHPD, DBH and other oversight agencies or their representatives have specific accountability and outcome requirements. Timely reporting is essential for meeting those expectations.

1. Contractor must collect, manage, maintain and update client, service and episode data as well as staffing data as required for local, State, and Federal reporting.
2. Data must be entered, submitted and/or updated in a timely manner for:

All service, program, and survey data will be provided in accordance with all DBH established timelines.
3. Contractor will ensure that data are consistent with DBH's specified operational definitions, that data are in the required format, that data is correct and complete at time of data entry, and that databases are updated when information changes.
4. Data collection requirements may be modified or expanded according to local, State, and/or Federal requirements.
5. Contractor shall submit, monthly, its own analyses of the data collected for the prior month, demonstrating how well the contracted services or functions provided satisfied the intent of the Contract, and indicating, where appropriate, changes in operations that will improve adherence to the intent of the Contract. The format for this reporting will be provided by DBH.
6. Independent research involving clients shall not be conducted without the prior written approval of the Director of DBH. Any approved research must follow the guidelines in the DBH Research Policy.

Note: Independent research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. Activities which meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program which is considered research for other purposes. For example, some demonstration and service programs may include research activities.

E. 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 absolute right to review and audit all records, books, papers, documents, corporate minutes, financial records, staff information, patient records, other pertinent items as requested, and shall have absolute 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 auditing or monitoring conducted, according to this agreement.

Contractor shall make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal related activities, services, and activities furnished under the terms of this Contract, or determinations of amounts payable available at any time for

inspection, examination, or copying by DBH, the State of California or any subdivision or appointee thereof, Centers for Medicare and Medicaid Services (CMS), U.S. Department of Health and Human Services (HHS) Office of Inspector General, the United States Comptroller General or their designees, and other authorized Federal and State agencies. This audit right will exist for at least ten (10) years from the final date of the contract period or in the event the Contractor has been notified that an audit or investigation of this Contract has commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies. Records and documents include, but are not limited to all physical and electronic records.

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 performance requirements; including, but not limited to violations such as high disallowance rates, failure to report incidents and changes as contractually required, failure to correct issues, inappropriate invoicing, timely and accurate data entry, meeting performance outcomes expectations, and violations issued directly from the State. 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 agree to maintain and retain all appropriate service and financial records for a period of at least ten (10) years from the date of final payment, the final date of the contract period, final settlement, or until audit findings are resolved, whichever is later.

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.

F. 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; Federal, State, and County audit exceptions resulting from noncompliance, violations of pertinent Federal and State laws and regulations, and significant performance problems as determined by the Director or designee from monitoring visits.

G. 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.

H. 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 languages. 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) 252-5150.

I. Access by Public Transportation

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

J. 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)].

K. 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.

Fiscal practices and procedures shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Additionally, fiscal practices and procedures must 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.

L. 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.

M. 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.

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.

O. Telehealth

Contractor shall utilize telehealth, when deemed appropriate, as a mode of delivering behavioral health services in accordance with all applicable state and federal requirements, DBH's Telehealth Policy (MDS2027) and Procedure (MDS2027-1), as well as DHCS Telehealth Policy, CMS Telehealth/Telemedicine Standards, and those related to privacy/security, efficiency, and standards of care.

DBH may at any time require documentation and/or other cooperation by Contractor to allow adequate monitoring of Contractor's adherence to telehealth practices.

IV. Funding and Budgetary Restrictions

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State, County or Federal governments which may in any way affect the provisions or funding of this Agreement, including, but not limited to those contained in the Schedules A and B. This Agreement is also 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. Any unspent fiscal year allocation does not roll over and is not available in future years. Each fiscal year period will be settled to Federal and/or State cost reporting accountability.

- B. The maximum financial obligation of the County under this Agreement shall not exceed the sum referenced in the Schedules A and B. The maximum financial obligation is further limited by fiscal year, funding source and service modalities as delineated on the Schedules A and B. Contractor may not transfer funds between funding sources, modes of services, or exceed ten percent (10%) of a budgeted line item without the prior written approval from DBH.
1. It is understood between the parties that the Schedules A and B are budgetary guidelines. Contractor must adhere to the budget by funding outlined in the Schedule A of the Contract as well as track year-to-date expenditures. Contractor understands that costs incurred for services not listed or in excess of the funding in the Schedule A shall result in nonpayment to Contractor for these costs.
- C. Contractor agrees to renegotiate the dollar value of this Contract, at the option of the County, if the annualized projected units of service (minutes/hours of time/days) for any mode of service based on claims submitted through March of the operative fiscal year, is less than ninety percent (90%) of the projected minutes/hours of time/days for the modes of service as reported in the Schedules A and B.
- D. If the annualized projected units of service (minutes/hours of time/days) for any mode of service, based on claims submitted through March of the operative fiscal year, is greater than/or equal to one hundred percent (110%) of the projected units (minutes/hours of time/days) reported in the Schedules A and B, the County and Contractor agree to meet to discuss the feasibility of renegotiating this Agreement. Contractor must timely notify the County of Contractor's desire to meet.
- E. County will take into consideration requests for changes to Contract funding, within the existing contracted amount. All requests must be submitted in writing by Contractor to DBH Fiscal no later than March 1 for the operative fiscal year. Requests must be addressed to the Fiscal Designee written on organizational letterhead and include an explanation of the revisions being requested.
- F. Contractor Prohibited From Redirections of Contracted Funds:
1. Funds under this Agreement are provided for the delivery of mental health services to eligible beneficiaries under each of the funded programs identified in the Scope of Work. Each funded program has been established in accordance with the requirements imposed by each respective County, State and/or Federal payer source contributing to the funded program.
 2. Contractor may not redirect funds from one funded program to another funded program, except through a duly executed amendment to this Agreement.
 3. Contractor may not charge services delivered to an eligible beneficiary under one funded program to another funded program unless the recipient is also an eligible beneficiary under the second funded program.
- G. The maximum financial obligation under this contract shall not exceed \$1,921,005 for the contract term.

V. Provisional Payment

- A. During the term of this Agreement, the County shall reimburse Contractor in arrears for eligible expenditures provided under this Agreement and in accordance with the terms. County payments to Contractor for performance of eligible services hereunder are provisional until the completion of all settlement activities.
- B. All expenses claimed to DBH must be specifically related to the contract. After fiscal review and approval of the billing or invoice, County shall provisionally reimburse Contractor, subject to the limitations and conditions specified in this Agreement, in accordance with the following:
1. The County will reimburse Contractor based upon Contractor's submitted and approved claims for rendered services/activities subject to claim adjustments, edits, and future settlement and audit processes.
 2. Reimbursement for Outreach, Education and Support services (Modes 45 and 60) provided by Contractor will be at net cost.
- C. 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. Contractor shall submit the organizations' Profit and Loss Statement with each monthly claim. 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. Payment, however, for any mode of service covered hereunder, shall be limited to a maximum monthly amount, which amount shall be determined as noted.
1. For FY 25/26, no single monthly payment for Outreach, Education, and Support services (Modes 45 and 60) shall exceed one-third (1/3) of the maximum allocations for the mode of service unless there have been payments of less than one-third (1/3) of such amount for any prior month of the Agreement. For each fiscal year period (FYs 26/27, 27/28, 28/29, 29/30), no single monthly payment for any mode of service shall exceed one-twelfth (1/12) of the maximum allocations for the mode of service unless there have been payments of less than one-twelfth (1/12) of such amount for any prior month of the Agreement. For FY 30/31, no single monthly payment for Outreach, Education, and Support services (Modes 45 and 60) shall exceed one-ninth (1/9) of the maximum allocations for the mode of service unless there have been payments of less than one-ninth (1/9) of such amount for any prior month of the Agreement. To the extent that there have been such lesser payments, then the remaining amount(s) may be used to pay monthly services claims which exceed one-twelfth (1/12) of the maximum for that mode of service. Each claim shall reflect the actual costs expended by the Contractor subject to the limitations and conditions specified in this Agreement.
- D. Contractor shall report to the County within sixty (60) calendar days when it has identified payments in excess of amounts specified for reimbursement of Medicaid services [42 C.F.R. § 438.608(c)(3)].
- E. All approved provisional rates, including new fiscal year rates and mid-year rate changes, will only be effective upon Fiscal Designee approval.

- F. Contractor shall make its best effort to ensure that the proposed provisional reimbursement rates do not exceed the following: Contractor's published charges and Contractor's actual cost.
- G. Pending a final settlement between the parties based upon the post Contract audit, it is agreed that the parties shall make preliminary settlement within one hundred twenty (120) days of the fiscal year or upon termination of this Agreement as described in the Annual Cost Report Settlement Article.
- H. 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.
- I. 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.
- J. Contractor agrees that no part of any Federal funds provided under this Contract shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at <http://www.opm.gov/> (U.S. Office of Personnel Management).
- K. 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.
- L. Contractor shall have a written policy and procedures which outline the allocation of direct and indirect costs. These policies and procedures should follow the guidelines set forth in the Uniform Grant Guidance, Cost Principles and Audit Requirements for Federal Awards. Calculation of allocation rates must be based on actual data (total direct cost, labor costs, labor hours, etc.) from current fiscal year. If current data is not available, the most recent data may be used. Contractor shall acquire actual data necessary for indirect costs allocation purpose. Estimated costs must be reconciled to actual cost. Contractor must notify DBH in writing if the indirect cost rate changes.
- M. As applicable, for Federal Funded Program, Contractor shall charge the County program a de Minimis ten percent (10%) of the Modified Total Direct Cost (MTDC) as indirect cost. If Contractor has obtained a "Federal Agency Acceptance of Negotiated Indirect Cost Rates", the contractor must also obtain concurrence in writing from DBH of such rate.

For non-Federal funded programs, indirect cost rate claimed to DBH contracts cannot exceed fifteen percent (15%) of the MTDC of the program unless preapproved in writing by DBH or Contractor has a "Federal Agency Acceptance of Negotiated Indirect Rates."

The total cost of the program must be composed of the total allowable direct cost and allocable indirect cost less applicable credits. Cost must be consistently charged as either indirect or direct costs but, may not be double charged or inconsistently charged as both, reference Title

II Code of Federal Regulations (CFR) §200.414 indirect costs. All cost must be based on actual instead of estimated costs.

N. 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.

- O. 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.

VI. Electronic Signatures

- A. The State has established the requirements for electronic signatures in electronic health record systems. DBH has sole discretion to authorize contractors to use e-signatures as applicable. If Contractor desires to use e-signatures in the performance of this Contract, Contractor shall submit the request in writing to the DBH Office of Compliance (Compliance) along with the E-Signature Checklist and requested policies to the Compliance general email inbox at compliance_questions@dbh.sbcounty.gov.

Compliance will review the request and forward the submitted checklist and policies to the DBH Information Technology (IT) for review. This review period will be based on the completeness of the material submitted.

Contractor will receive a formal letter with tentative approval and the E-Signature Agreement. Contractor shall obtain all signatures for staff participating in E-Signature and submit the Agreement with signatures, as directed in the formal letter.

Once final, the DBH Office of Compliance will send a second formal letter with the DBH Director's approval and a copy of the fully executed E-Signature Agreement will be sent to Contractor.

- B. DBH reserves the right to change or update the e-signature requirements as the governing State agency(ies) modifies requirements.
- C. DBH reserves the right to terminate e-signature authorization at will and/or should the contract agency fail to uphold the requirements.

VII. Annual Cost Report Settlement

- A. Section 14705 (c) of the Welfare and Institutions Code (WIC) requires contractors to submit fiscal year-end cost reports. Contractor shall provide DBH with a complete and correct annual cost report not later than sixty (60) days at the end of each fiscal year and not later than sixty (60) days after the expiration date or termination of this Contract, unless otherwise notified by County.
 - 1. Accurate and complete annual cost report shall be defined as a cost report which is completed on forms or in such formats as specified by the County and consistent with such instructions as the County may issue and based on the best available data provided by the County.
- B. The cost report is a multiyear process consisting of a preliminary settlement, final settlement, and is subject to audit by DHCS pursuant to WIC 14170.
- C. These cost reports shall be the basis upon which both a preliminary and a final settlement will be made between the parties to this Agreement. In the event of termination of this Contract by Contractor pursuant to Duration and Termination Article, Paragraph C, the preliminary settlement will be based upon the most updated State Medi-Cal approvals and County claims information.
 - 1. Upon initiation and instruction by the State, County will perform the Short-Doyle/Medi-Cal Cost Report Reconciliation and Settlement with Contractor.
 - a. Such reconciliation and settlement will be subject to the terms and conditions of this Agreement and any other applicable State and/or Federal statutes, regulations, policies, procedures, and/or other requirements pertaining to cost reporting and settlements for Title XIX and/or Title XXI and other applicable Federal and/or State programs.
 - 2. Contractor shall submit an annual cost report for a preliminary cost settlement. This cost report shall be submitted no later than sixty (60) days after the end of the fiscal year and it shall be based upon the actual minutes/hours/days which have been approved by DHCS up to the preliminary submission period as reported by DBH.
 - 3. Contractor shall submit a reconciled cost report for a final settlement. The reconciled cost report shall be submitted approximately eighteen (18) months after the fiscal year-end. The eighteen (18) month timeline is an approximation as the final reconciliation

process is initiated by the DHCS. The reconciliation process allows Contractor to add additional approved Medi-Cal units and reduce disallowed or denied units that have been corrected and approved subsequent to the initial cost report submission. Contractors are not permitted to increase total services or cost during this reconciliation process.

4. Each Annual Cost Report shall be prepared by Contractor in accordance with the Centers for Medicare and Medicaid Services' Publications #15-1 and #15-02; "The Providers Reimbursement Manual Parts 1 and 2;" the State Cost and Financial Reporting Systems (CFRS) Instruction Manual; and any other written guidelines that shall be provided to Contractor at the Cost Report Training, to be conducted by County on or before October 15 of the fiscal year for which the annual cost report is to be prepared.
 - a. Attendance by Contractor at the County's Cost Report Training is mandatory.
 - b. Failure by Contractor to attend the Cost Report Training shall be considered a breach of this Agreement.
 5. Failure by Contractor to submit an annual cost report within the specified date set by the County shall constitute a breach of this Agreement. In addition to, and without limiting, any other remedy available to the County for such a breach, the County may, at its option, withhold any monetary settlements due Contractor until the cost report(s) is (are) complete.
 6. Only the Director or designee may make exception to the requirement set forth in the Annual Cost Report Settlement Article, Paragraph A above, by providing Contractor written notice of the extension of the due date.
 7. If Contractor does not submit the required cost report(s) when due and therefore no costs have been reported, the County may, at its option, request full payment of all funds paid Contractor under Provisional Payment Article of this Agreement. Contractor shall reimburse the full amount of all payments made by the County to Contractor within a period of time to be determined by the Director or designee.
 8. No claims for reimbursement will be accepted by the County after the cost report is submitted by the contractor. The total costs reported on the cost report must match the total of all the claims submitted to DBH by Contractor as of the end of the fiscal year which includes revised and/or final claims. Any variances between the total costs reported in the cost report and fiscal year claimed costs must be justified during the cost report process in order to be considered allowable.
 9. Annual Cost Report Reconciliation Settlement shall be subject to the limitations contained in this Agreement but not limited to:
 - a. Available Match Funds
 - b. Actual submitted and approved claims to those third parties providing funds in support of specific funded programs.
- D. As part of its annual cost report settlement, County shall identify any amounts due to Contractor by the County or due from Contractor to the County.

1. Upon issuance of the County's annual cost report settlement, Contractor may, within fourteen (14) business days, submit a written request to the County for review of the annual cost report settlement.
2. Upon receipt by the County of Contractor's written request, the County shall, within twenty (20) business days, meet with Contractor to review the annual cost report settlement and to consider any documentation or information presented by Contractor. Contractor may waive such meeting and elect to proceed based on written submission at its sole discretion.
3. Within twenty (20) business days of the meeting specified above, the County shall issue a response to Contractor including confirming or adjusting any amounts due to Contractor by the County or due from Contractor to the County.
4. In the event the Annual Cost Report Reconciliation Settlement indicates that Contractor is due payment from the County, the County shall initiate the payment process to Contractor before submitting the annual Cost report to DHCS or other State agencies.
5. In the event the Annual Cost Report Reconciliation Settlement indicates that Contractor owes payments to the County, Contractor shall make payment to the County in accordance with Paragraph E below (Method of Payments for Amounts Due to the County).
6. Regardless of any other provision of this Paragraph D, reimbursement to Contractor shall not exceed the maximum financial obligation by fiscal year, funding source, and service modalities as delineated on the Schedules A and B.

E. Method of Payments for Amounts Due to the County

1. Within fourteen (14) business days 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.
2. If Contractor does not so notify the County within such fourteen (14) business days, or if Contractor fails to make payment of any such amount to the County as required, then recovery of such amount from Contractor will be deducted in its entirety from immediate future claim(s) until recovered in full.

F. Notwithstanding Final Settlement: Audit Article, Paragraph F, County shall have the option:

1. To withhold payment, or any portion thereof, pending outcome of a termination audit to be conducted by County;
2. To withhold any sums due Contractor as a result of a preliminary and final cost settlement, pending outcome of a termination audit or similar determination regarding Contractor's indebtedness to County and to offset such withholdings as to any indebtedness to County.

G. Preliminary and Final Cost Settlement: The cost of services rendered shall be adjusted to the lowest of the following:

1. Actual net cost for direct prevention and/or treatment services;

2. Maximum Contract amount.

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. Final Settlement: Audit

- A. Contractor agrees to maintain and retain all appropriate service and financial records for a period of at least ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later. This is not to be construed to relieve Contractor of the obligations concerning retention of medical records as set forth in Medical Records/Protected Health Information Article.
- 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 record 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, may refer for collections, and/or the County may terminate and/or indefinitely suspend this Agreement immediately upon serving written notice to the Contractor.
- D. The eligibility determination and the fees charged to, and collected from, patients whose treatment is provided for hereunder may be audited periodically by the County, DBH and the State.
- E. Contractor expressly acknowledges and will comply with all audit requirements contained in the Contract documents. These requirements include, but are not limited to, the agreement that the County or its designated representative shall have the right to audit, to review, and to

copy any records and supporting documentation pertaining to the performance of this Agreement. The Contractor shall have fourteen (14) days to provide a response and additional supporting documentation upon receipt of the draft post Contract audit report. DBH – Administration Audits will review the response(s) and supporting documentation for reasonableness and consider updating the audit information. After said time, the post Contract audit report will be final.

- F. If a post Contract audit finds that funds reimbursed to Contractor under this Agreement were in excess of actual costs or in excess of claimed costs (depending upon State of California reimbursement/audit policies) of furnishing the services, the difference shall be reimbursed on demand by Contractor to the County using one of the following methods, which shall be at the election of the County:
 - 1. Payment of total.
 - 2. Payment on a monthly schedule of reimbursement agreed upon by both the Contractor and the County.
- G. If there is a conflict between a State of California audit of this Agreement and a County audit of this Agreement, the State audit shall take precedence.
- 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. When such termination occurs, the County shall conduct a final audit of the Contractor within the ninety (90) day period following the termination date, and final reimbursement to the Contractor by the County shall not be made until audit results are known and all accounts are reconciled. No claims for reimbursement shall be accepted after the sixtieth (60th) day following the date of contract termination.

X. RESERVED

XI. 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.

XII. 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.

XIII. Duration and Termination

- A. The term of this Agreement shall be from April 1, 2026 through March 31, 2031 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.

XIV. Accountability: Revenue

- A. Total revenue collected pursuant to this Agreement from fees collected for services rendered and/or claims for reimbursement from the County cannot exceed the cost of services delivered by the Contractor. In no event shall the amount reimbursed exceed the cost of delivering services.
- B. Charges for services to either patients or other responsible persons shall be at actual costs.

XV. Personnel

- A. Contractor shall operate continuously throughout the term of this Agreement with at least the

minimum number of staff as required by this Agreement.

- B. Contractor must follow DBH's credentialing and recredentialing policy that is based on DHCS' uniform policy. Contractor must follow a documented process for credentialing and recredentialing of Contractor's staff [42 C.F.R. §§ 438.12(a)(2) and 438.214(b)].
- C. 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 (5) 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.
- D. 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. Pursuant to Title 42 of the Code of Federal Regulations, Section 455.410, all health care providers including all ordering or referring physicians or other professionals providing services, are required to be screened via the Social Security Administration's Death Master File to ensure new and current providers are not listed. Contractor shall conduct the review prior to hire and upon contract renewal (for contractor employees not hired at the time of contract commencement).
 - 2. National Plan and Provider Enumeration System (NPPES) to ensure the provider has a NPI number, confirm the NPI number belongs to the provider, verify the accuracy of the providers' information and confirm the taxonomy code selected is correct for the discipline of the provider.
 - 3. 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.
- E. 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.

F. 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.

G. Iran Contracting Act of 2010

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more) 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 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.

H. 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.
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.

I. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting

prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the County.

XVI. 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)].
 - a. Contractor shall submit documentation to the County of current and former County employees who may present a conflict of interest.

XVII. 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 maintain for inpatient and residential services the necessary licensing and certification or mental health program approval throughout the term of this Contract.
- C. Contractor shall inform DBH whether it has been accredited by a private independent accrediting entity [42 C.F.R. 438.332(a)]. If Contractor has received accreditation by a private independent accrediting entity, Contractor shall authorize the private independent accrediting entity to provide the County a copy of its most recent accreditation review, including:
 1. Its accreditation status, survey type, and level (as applicable).
 2. Accreditation results, including recommended actions or improvements, corrective action plans, and summaries of findings.
 3. The expiration date of the accreditation [42 C.F.R. § 438.332(b)].
- D. Contractor shall be knowledgeable of and compliant with State law and DBH policy/procedure regarding Medi-Cal Certification and ensure that the head of service is a licensed mental health professional or other appropriate individual.
- E. Contractor shall ensure all service providers apply for, obtain and maintain the appropriate certification, licensure, registration or waiver prior to rendering services. Service providers must work within their scope of practice and may not render and/or claim services without a valid certification, licensure, registration or waiver. Contractor shall develop and implement a policy and procedure for all applicable staff to notify Contractor of a change in licensure/certification/waiver status, and Contractor is responsible for notifying DBH of such change.
- F. Contractor shall develop and implement a documented process for continued employment of pre-licensed clinical therapist staff, who have not obtained licensure within six (6) years of their original date of registration. This process must be in accordance with DBH Registration and Licensure Requirements for Pre-Licensed Staff Policy (HR4012). Contractor shall be responsible for accepting, reviewing and determining whether to grant a one (1) year extension [up to a maximum of three (3) one-year extensions], to an employee who has not obtained licensure within six (6) years following the first California Board of Behavioral Health

Sciences (BBS) registration receipt date. Prior to granting said extension, Contractor must ensure the pre-licensed staff are actively pursuing licensure, and that licensure can be obtained within the determined extension period. Contractor shall ensure all licensed and pre-licensed staff maintain valid Board registration and adhere to all applicable professional regulations, including – but not limited to - clearance from ineligible/excluded status as described herein.

Contractor approved extension letters shall be submitted to DBH Office of Compliance via email to Compliance_Questions@dbh.sbcounty.gov.

- G. Contractor shall comply with applicable provisions of the:
1. California Code of Regulations, Title 9.
 2. California Business and Professions Code, Division 2.
 3. California Code of Regulations, Title 16.
- H. 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://sam.gov/>.
 - 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 subcontractor 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 I**) 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.

XVIII. Health Information System

- A. Should Contractor have a health information system, it shall maintain a system that collects, analyzes, integrates, and reports data (42 C.F.R. § 438.242(a); Cal. Code Regs., tit. 9, § 1810.376.) The system shall provide information on areas including, but not limited to, utilization, claims, grievances, and appeals [42 C.F.R. § 438.242(a)]. Contractor shall comply with Section 6504(a) of the Affordable Care Act [42 C.F.R. § 438.242(b)(1)].
- B. Contractor's health information system shall, at a minimum:
 1. Collect data on beneficiary and Contractor characteristics as specified by the County, and on services furnished to beneficiaries as specified by the County; [42 C.F.R. § 438.242(b)(2)].
 2. Ensure that data received is accurate and complete by:
 - a. Verifying the accuracy and timeliness of reported data.
 - b. Screening the data for completeness, logic, and consistency.
 - c. Collecting service information in standardized formats to the extent feasible and appropriate.
- C. Contractor shall make all collected data available to DBH and, upon request, to DHCS and/or CMS [42 C.F.R. § 438.242(b)(4)].
- D. Contractor's health information system is not required to collect and analyze all elements in electronic formats [Cal. Code Regs., tit. 9, § 1810.376(c)].

XIX. Administrative Procedures

- A. Contractor agrees to adhere to all applicable provisions of:
 1. State Notices.
 2. DBH Policies and Procedures on Advance Directives.

3. 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. All written materials for potential beneficiaries and beneficiaries with disabilities must utilize easily understood language and a format which is typically at 5th or 6th grade reading level, in a font size no smaller than 12 point, be available in alternative formats and through the provision of auxiliary aids and services, in an appropriate manner that takes into consideration the special needs of potential beneficiaries or beneficiaries with disabilities or limited English proficiency and include a large print tagline and information on how to request auxiliary aids and services, including the provision of the materials in alternative formats [42 C.F.R. 438.10(d)(6)(ii)]. The aforementioned written materials may only be provided electronically by the Contractor if all of the following conditions are met:
 1. The format is readily accessible.
 2. The information is placed in a location on the Contractor's website that is prominent and readily accessible.
 3. The information is provided in an electronic form which can be electronically retained and printed.
 4. The information is consistent with the content and language requirements of this Attachment.
 5. The beneficiary is informed that the information is available in paper form without charge upon request and Contractor provides it upon request within five (5) business days [42 C.F.R. 438.10(c)(6)].
 - D. Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary with disabilities at no cost. Large print means printed in a font size no smaller than 18 point [42 C.F.R. § 438.10(d)(3)].
 - E. Contractor shall provide the required information in this section to each beneficiary when first receiving Specialty Mental Health Services and upon request [1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), p. 26, attachments 3 and 4; Cal. Code Regs., tit. 9, § 1810.360(e)].
 - F. 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.
 - G. State Notices shall take precedence in the event of conflict with the terms and conditions of this Agreement.
 - H. If a dispute arises between the parties concerning the performance of this Agreement, DBH and Contractor agree to meet informally to attempt to reach a just and equitable solution.
 - I. 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.

J. 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.

K. Copyright

County shall have a royalty free, nonexclusive 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.

L. 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.

M. 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.

N. Equipment and Other Property

All equipment, materials, supplies or property of any kind (including vehicles, publications, copyrights, etc.) purchased with funds received under the terms of this Agreement which has a life expectancy of one (1) year or more shall be the property of DBH, unless mandated otherwise by Funding Source, and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by DBH when the Agreement is terminated. Additional terms are as follows:

1. The purchase of any furniture or equipment which was not included in Contractor's approved budget, shall require the prior written approval of DBH, and shall fulfill the provisions of this Agreement which are appropriate and directly related to Contractor's services or activities under the terms of the Agreement. DBH may refuse reimbursement for any cost resulting from such items purchased, which are incurred by Contractor, if prior written approval has not been obtained from DBH.
2. Before equipment purchases made by Contractor are reimbursed by DBH, Contractor must submit paid vendor receipts identifying the purchase price, description of the item, serial numbers, model number and location where equipment will be used during the term of this Agreement.
3. All equipment purchased/reimbursed with funds from this Agreement shall only be used for performance of this Agreement.
4. Contractor shall submit an inventory of equipment purchased under the terms of this Agreement as part of the monthly activity report for the month in which the equipment is purchased. Contractor must also maintain an inventory of equipment purchased that, at a minimum, includes the description of the property, serial number or other identification number, source of funding, title holder, acquisition date, cost of the equipment, location, use and condition of the property, and ultimate disposition data. A physical inventory of the property must be reconciled annually. Equipment should be adequately maintained and a control system in place to prevent loss, damage, or theft. Equipment with cost exceeding County's capitalization threshold of \$5,000 must be depreciated.
5. Upon termination of this Agreement, Contractor will provide a final inventory to DBH and shall at that time query DBH as to requirements, including the manner and method in returning equipment to DBH. Final disposition of such equipment shall be in accordance with instructions from DBH.

O. Contractor agrees to and shall comply with all requirements and procedures established by the State, County, and Federal Governments, including those for quality improvement, and including, but not limited to, submission of periodic reports to DBH for coordination, contract compliance, and quality assurance.

P. Travel

Contractor shall adhere to the County's Travel Management Policy (8-02) when travel is pursuant to this Agreement and for which reimbursement is sought from the County. In addition, Contractor shall, to the fullest extent practicable, utilize local transportation services, including but not limited to Ontario Airport, for all such travel.

- Q. Political contributions and lobbying activities are not allowable costs. This includes contributions made indirectly through other individuals, committees, associations or other organizations for campaign or other political purposes. The costs of any lobbying activities however conducted, either directly or indirectly, are not allowable.

XX. Laws and Regulations

- A. Contractor agrees to comply with all relevant Federal and State laws and regulations, including, but not limited to those listed below, inclusive of future revisions, and comply with all applicable provisions of:

1. Mental Health Plan (MHP) Contract with the State.
2. California Code of Regulations, Title 9.
3. California Code of Regulations, Title 22.
4. California Welfare and Institutions Code, Division 5.
5. Code of Federal Regulations, Title 42, including, but not limited to, Parts 438 and 455.
6. Code of Federal Regulations, Title 45.
7. United States Code, Title 42, as applicable.
8. Balanced Budget Act of 1997.
9. Applicable Medi-Cal laws, regulations, including applicable sub-regulatory guidance and contract provisions.

- B. 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.

- C. Drug and Alcohol-Free Workplace

In recognition of individual rights to work in a safe, healthy and productive workplace, 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 workplace 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.

D. 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.

E. Privacy and Security

1. Contractor shall comply with all applicable State and Federal regulations pertaining to privacy and security of client information including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), as incorporated in the American Recovery and Reinvestment Act of 2009. Regulations have been promulgated governing the privacy and security of Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) or electronic Protected Health Information (ePHI).
2. In addition to the aforementioned protection of IIHI, PHI and e-PHI, the County requires Contractor to adhere to the protection of Personally Identifiable Information (PII) and Medi-Cal 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. Whereas Medi-Cal PII is the information that is directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining or verifying eligibility that can be used alone or in conjunction with any other information to identify an individual.
3. Contractor shall comply with the HIPAA Privacy and Security Rules, which includes but is not limited to implementing administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of PHI; implementing and providing a copy to DBH of reasonable and appropriate written policies and procedures to comply with the standards; conducting a risk analysis regarding the potential risks and vulnerabilities of the confidentiality, integrity and availability of PHI; conducting privacy and security awareness and training at least annually and retain training records for at least ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later, and limiting access to those persons who have a business need.

4. Contractor shall comply with the data security requirements set forth by the County as referenced in **Attachment II**.

5. Reporting of Improper Access, Use or Disclosure or Breach

Contractor shall report to DBH Office of Compliance any unauthorized use, access or disclosure of unsecured Protected Health Information or any other security incident with respect to Protected Health Information no later than one (1) business day upon the discovery of a potential breach consistent with the regulations promulgated under HITECH by the United States Department of Health and Human Services, 45 CFR Part 164, Subpart D. Upon discovery of the potential breach, the Contractor shall complete the following actions:

- a. Notify DBH Office of Compliance in writing, by mail, fax, or electronically, of such incident no later than one (1) business day and provide DBH Office of Compliance with the following information to include but not limited to:
 - i. Date the potential breach occurred.
 - ii. Date the potential breach was discovered.
 - iii. Number of staff, employees, subcontractors, agents or other third parties and the titles of each person allegedly involved.
 - iv. Number of potentially affected patients/clients.
 - v. Description of how the potential breach allegedly occurred.
- b. Provide an update of applicable information to the extent known at that time without reasonable delay and in no case later than three (3) calendar days of discovery of the potential breach.
- c. Provide completed risk assessment and investigation documentation to DBH Office of Compliance within ten (10) calendar days of discovery of the potential breach with decision whether a breach has occurred, including the following information:
 - i. The nature and extent of the PHI involved, including the types of identifiers and likelihood of reidentification.
 - ii. The unauthorized person who used PHI or to whom it was made.
 - iii. Whether the PHI was actually acquired or viewed.
 - iv. The extent to which the risk to PHI has been mitigated.
- d. Contractor is responsible for notifying the client and for any associated costs that are not reimbursable under this Contract, if a breach has occurred. Contractor must provide the client notification letter to DBH for review and approval prior to sending to the affected client(s).
- e. Make available to the County and governing State and Federal agencies in a time and manner designated by the County or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a potential breach for the purposes of audit or should the County reserve the right to conduct its own investigation and analysis.

F. Program Integrity Requirements

1. Compliance Plan and Program

DBH has established an Office of Compliance for purposes of ensuring adherence to all standards, rules and regulations related to the provision of services and expenditure of funds in Federal and State health care programs. Contractor shall either adopt DBH's Compliance Plan/Program or establish its own Compliance Plan/Program and provide documentation to DBH to evaluate whether the Program is consistent with the elements of a Compliance Program as recommended by the United States Department of Health and Human Services, Office of Inspector General.

Contractor's Compliance Program must include the following elements:

a. Designation of a compliance officer who reports directly to the Chief Executive Officer and the Contactor's Board of Directors and compliance committee comprised of senior management who are charged with overseeing the Contractor's compliance program and compliance with the requirements of this account. The committee shall be accountable to the Contractor's Board of Directors.

b. Policies and Procedures

Written policies and procedures that articulate the Contractor's commitment to comply with all applicable Federal and State standards. Contractor shall adhere to applicable DBH Policies and Procedures relating to the Compliance Program or develop its own compliance related policies and procedures.

i. Contractor shall establish and implement procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they arise, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under the Contract.

ii. Contractor shall implement and maintain written policies for all DBH funded employees, and of any contractor or agent, that provide detailed information about the False Claims Act and other Federal and State laws, including information about rights of employees to be protected as whistleblowers.

iii. Contractor shall maintain documentation, verification or acknowledgement that the Contractor's employees, subcontractors, interns, volunteers, and members of Board of Directors are aware of these Policies and Procedures and the Compliance Program.

iv. Contractor shall have a Compliance Plan demonstrating the seven (7) elements of a Compliance Plan. Contractor has the option to develop its own or adopt DBH's Compliance Plan. Should Contractor develop its own Plan, Contractor shall submit the Plan prior to implementation for review and approval to:

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

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

c. Code of Conduct

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.

d. 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.

e. Internal Monitoring and Auditing

Contractor shall be responsible for conducting internal monitoring and auditing of its agency. Internal monitoring and auditing include, but are not limited to billing and coding practices, licensure/credential/registration/waiver verification and adherence to County, State and Federal regulations.

- i. Contractor shall not submit false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind.
- ii. Contractor shall ensure all employees/service providers maintain current licensure/credential/registration/waiver status as required by the respective licensing Board, applicable governing State agency(ies) and Title 9 of the California Code of Regulations.
- iii. Should Contractor identify improper procedures, actions or circumstances, including fraud/waste/abuse and/or systemic issue(s), Contractor shall take prompt steps to correct said problem(s). Contractor shall report to DBH Office of Compliance and Fiscal Administration any overpayments discovered as a result of such problems no later than five (5) business days from the date of

discovery, with the appropriate documentation, and a thorough explanation of the reason for the overpayment. Prompt mitigation, corrective action and reporting shall be in accordance with the DBH Overpayment Policy (COM0954), which has been provided or will be provided to Contractor at its request.

f. Response to Detected Offenses

Contractor shall respond to and correct detected health care program offenses relating to this Contract promptly. Contractor shall be responsible for developing corrective action initiatives for offenses to mitigate the potential for recurrence.

g. Compliance Training

Contractor is responsible for ensuring its Compliance Officer, and the agency's senior management, employees and contractors attend trainings regarding Federal and State standards and requirements. The Compliance Officer must attend effective training and education related to compliance, including but not limited to, seven elements of a compliance program and fraud, waste and abuse. Contractor is responsible for conducting and tracking Compliance Training for its agency staff. Contractor is encouraged to attend DBH Compliance trainings, as offered and available.

h. Enforcement of Standards

Contractor shall enforce compliance standards uniformly and through well-publicized disciplinary guidelines. If Contractor does not have its own standards, the County requires the Contractor utilize DBH policies and procedures as guidelines when enforcing compliance standards.

i. Communication

Contractor shall establish and maintain effective lines of communication between its Compliance Officer and Contractor's employees and subcontractors. Contractor's employees may use Contractor's approved Compliance Hotline or DBH's Compliance Hotline (800) 398-9736 to report fraud, waste, abuse or unethical practices. Contractor shall ensure its Compliance Officer establishes and maintains effective lines of communication with DBH's Compliance Officer and program.

j. Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor

for County.

- k. In accordance with the Termination paragraph of this Agreement, the County may terminate this Agreement upon thirty (30) days written notice if Contractor fails to perform any of the terms of this Compliance paragraph. At the County's sole discretion, Contractor may be allowed up to thirty (30) days for corrective action.

G. 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 accepting 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

XXI. Patients' Rights

Contractor shall take all appropriate steps to fully protect patients' rights, as specified in Welfare and Institutions Code Sections 5325 et. seq.; Title 9 California Code of Regulations (CCR), Sections 861, 862, 883, 884; and Title 22 CCR, Sections 72453 and 72527.

XXII. 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 noncompliance. Contractor shall have all employees sign acknowledgement of the Oath on an annual basis.
- B. Contractor shall not use or disclose PHI other than as permitted or required by law.

XXIII. Medical Records/Protected Health Information

A. Contractor agrees to maintain and retain medical records according to the following:

- 1. The minimum maintenance requirement of medical records is:
 - a. The information contained in the medical record shall be confidential and shall be disclosed only to authorized persons in accordance to local, State and Federal laws.

- b. Documents contained in the medical record shall be written legibly in ink or typewritten, be capable of being photocopied and shall be kept for all clients accepted for care or admitted, if applicable.
 - c. If the medical record is electronic, the Contractor shall make the computerized records accessible for the County's review.
 - 2. The minimum contractual requirement for the retention of medical records is:
 - 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 patient/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 PHI in violation of HIPAA. Should the County and Contractor determine the chart cannot be located, all billable services shall be disallowed/rejected.
- C. Contractor shall ensure that all patient/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. Contractor agrees to furnish duly authorized representatives from the County and the State access to patient/client records.
- E. The IIHI or PHI 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.
- F. The County shall store the medical records for all the Contractor's County funded clients when a Contract ends its designated term, a Contract is terminated, a Contractor relinquishes its contracts or if the Contractor ceases operations.
 - 1. Contractor shall deliver to DBH all data, reports, records and other such information and materials (in electronic or hard copy format) pertaining to the medical 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.
 - 2. Contractor shall be responsible for the boxing, indexing and delivery of any and all records that will be stored by DBH Medical Records Unit. Contractor shall arrange for delivery of any and all records to DBH Medical Records Unit within seven (7) calendar days (this may be extended to thirty (30) calendar days with approval of DBH) of cessation of business operations.

3. Should the Contractor fail to relinquish the medical records to the County, the County shall report the Contractor and its qualified professional personnel to the applicable licensing or certifying board(s).
4. Contractor shall maintain responsibility for the medical records of non-county funded clients.

XXIV. Transfer of Care

Prior to the termination or expiration of this Contract, and upon request by the County, the Contractor shall assist the County in the orderly transfer of behavioral health care for beneficiaries in San Bernardino County. In doing this, the Contractor shall make available to DBH copies of medical records and any other pertinent information, including information maintained by any subcontractor that is necessary for efficient case management of beneficiaries. Under no circumstances will the costs for reproduction of records to the County from the Contractor be the responsibility of the client.

XXV. Quality Assurance/Utilization Review

- A. Contractor agrees to be in compliance with the Laws and Regulations Article of this Contract.
- B. County shall establish standards and implement processes for Contractor that will support understanding of, compliance with, documentation standards set forth by the State. The County has the right to monitor performance so that the documentation of care provided will satisfy the requirements set forth. The documentation standards for beneficiary care are minimum standards to support claims for the delivery of specialty mental health services. All documentation shall be addressed in the beneficiary record.
- C. Contractor agrees to implement a Quality Improvement Program as part of program operations. This program will be responsible for monitoring documentation, quality improvement and quality care issues. Contractor will work with DBH Quality Management Division on a regular basis, and provide any tools/documents used to evaluate Contractor's documentation, quality of care and the quality improvement process.
- D. When quality of care documentation or issues are found to exist by DBH, Contractor shall submit a plan of correction to be approved by DBH Quality Management.
- E. Contractor agrees to be part of the County Quality Improvement planning process through the annual submission of Quality Improvement Outcomes in County identified areas.

XXVI. 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.

XXVII. 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 ensure a written Memorandum of Understanding (MOU) with that individual, agency,

company, firm, corporation, partnership or other organization is in place prior to services commencing. 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 disclosed in writing during the contract approval process to DBH, as well as disclosed via Disclosure of Subcontractor Agreement(s) (ATTACHMENT) at contract approval/signing, as well as on an annual basis. The Disclosure must list any/all subcontractor agreements for services that are part of this contract agreement with the DBH Program contact and Compliance on an annual basis; and Contractor will be responsible for

producing proof of subcontract agreement(s) if/as requested by DBH. 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 subcontractor being disclosed according to requirements referenced in this Subcontractor Status section. Further, Contractor must ensure any subcontracted services expenses are reflected in approved budgets and disclosed appropriately (including fiscal year subcontracting service 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.

XXVIII. Attorney Costs and 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 the Indemnification and Insurance Article.

XXIX. Indemnification and Insurance

- A. Insurance
DBH as a department of San Bernardino County and Contractor as an entity under the Judicial Branch of California, are authorized self-insured public entities for the purposes of Professional Liability, General Liability, Automobile Liability, and Worker's Compensation and warrant through their respective programs of self-insurance that they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions, or obligations of this Contract.
- B. Waiver of per Capita Risk Allocation
The parties waive the per capita risk allocation set forth in Government Code Section 895.6. Instead they agree if one of them is held liable upon any judgement for damages caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, the parties' respective pro-rata shares in satisfaction of the judgement will be determined by applying the principals of comparative fault.
- C. Insurance Specifications

1. Cyber Liability Insurance

Cyber Liability Insurance with limits of not less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

D. Indemnification

County agrees to defend, indemnify and hold harmless the Contractor, its officers, employees, and agents from any and all claims, actions, losses, damages, and/or liability resulting from the negligence or wrongful acts of the County, its agents, and subcontractors in the performance of its obligations under this Agreement.

Contractor agrees to defend, indemnify and hold harmless the County, its officers, employees, and agents from any and all claims, actions, losses, damages, and/or liability resulting from the negligence or wrongful acts of the Contractor, its agents, and subcontractors in the performance of its obligations under this Agreement.

In the event the County and/or the Contractor is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the County and/or Contractor shall indemnify the other to the extent of its comparative fault.

XXX. 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.

XXXI. 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.

XXXII. 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.

XXXIII. Severability

The provisions of this Contract are specifically made severable. If any clause, provision, right and/or remedy provided herein are unenforceable or inoperative, the remainder of this Contract shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

XXXIV. 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.

XXXV. 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.

XXXVI. Conclusion

- A. This Agreement consisting of forty-five (45) 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

► _____
Dawn Rowe, Chair, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

By _____
Deputy

Superior Court of California, County of San Bernardino

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

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

Name Anabel Romero
(Print or type name of person signing contract)

Title Court Executive Officer
(Print or Type)

Dated: _____

Address 247 W. Third St.
San Bernardino, CA 92415

Approved as to Legal Form
► _____
Charles Phan, Supervising Deputy County Counsel
Date _____

Reviewed for Contract Compliance
► _____
Michael Shin, Administrative Manager
Date _____

Reviewed/Approved by Department
► _____
Joshua Dugas, Acting Director
Date _____

SCHEDULES A & B

SCHEDULE A - Planning Estimates

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH**

Contractor Name: **Superior Court of San Bernardinc**

Actual Cost Contract (cost reimbursement)

Contract #

**FY 2025/2026
April 01, 2026 to June 30, 2026
(3 months)**

Address: **247 W. 3rd Street, 11th Floor
San Bernardino, CA 92415**

Prepared by: **Lauren Ortiz**
Title: **Budget Analyst**

Date Form Completed: **02/11/26**
Date Form Rev.

100%	Mix %	Distribution %	31%	69%	
		MODE OF SERVICE	45	45	
Line No.		SERVICE FUNCTION	MENTAL HEALTH PROMOTION 10	COMMUNITY CLIENT SVCS 20	TOTAL
EXPENSES					
1		SALARIES	18,403	40,962	59,365
2		BENEFITS	7,064	15,724	22,788
(1+2 must equal total staffing costs)			25,467	56,686	82,153
3		OPERATING EXPENSES	4,308	9,589	13,897
4		TOTAL EXPENSES (1+2+3)	29,775	66,275	96,050
AGENCY REVENUES					
5		PATIENT FEES			-
6		PATIENT INSURANCE			-
7		MEDI-CARE			-
8		GRANTS/OTHER			-
9		TOTAL AGENCY REVENUES (5+6+7+8)	-	-	-
10		CONTRACT AMOUNT (4-9)	29,775	66,275	96,050
Mix % FUNDING Share%					
11		MEDI-CAL (FFP)			
12	#####	1991 REALIGNMENT	29,775	66,275	96,050
13		FUNDING TOTAL	29,775	66,275	96,050
14		NET COUNTY FUNDS (Local Cost) MUST=ZERO	-	-	-
15		STATE FUNDING (Including Realignment) (13-16)	29,775	66,275	96,050
16		FEDERAL FUNDING (11)	-	-	-
17		TOTAL FUNDING (15+16)	29,775	66,275	96,050
18 UNDUPLICATED PARTICIPANTS					
19		TOTAL UNDUPLICATED PARTICIPANTS	135	302	437
20		COST PER UNDUPLICATED PARTICIPANT	\$ 220	\$ 220	\$ 220
21		UNITS OF TIME (Hours)	355	789	1,144
22		COST PER UNIT OF TIME (10 / 21)	\$ 84	\$ 84	\$ 84
23		UNITS OF SERVICE--Hours	154,978	344,950	499,928

APPROVED:

Anabel J. Romero 02/26/20 Christopher M. Lukachie 02/26/20 Jennifer Pacheco 02/27/2026
 PROVIDER AUTHORIZED SIGNATURE DATE DBH PSAS SIGNATURE DATE DBH PROGRAM MANAGER DATE

Anabel Romero Christopher Lukachie Jennifer Pacheco
 PROVIDER AUTHORIZED SIGNER (PRINT NAME) DBH PSAS (PRINT NAME) DBH PROGRAM MANAGER (PRINT NAME)

SCHEDULES A & B

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
FY 2025/2026
April 01, 2026 to June 30, 2026**

Contractor Name: Superior Court of San Be
 Contract # _____
 Address: 247 W. 3rd Street, 11th F
San Bernardino, CA 9241
 Date Form Completed: 02/11/26
 Updated _____

Prepared by: Lauren Ortiz
 Title: Budget Analyst

PROGRAM BUDGET for the period of: April 01, 2026 to June 30, 2026

PROGRAM COSTS: List only those items of cost which are chargeable, in whole or part, to the program. **Salaries and Benefits**

COST ITEM	TOTAL COST TO ORGANIZATION	% CHARGED TO OTHER CONTRACTS	TOTAL COST TO OTHER CONTRACTS	% CHARGED TO THIS CONTRACT	TOTAL COST TO THIS CONTRACT
1. Job Title: Court Mental Health Counselor					
FTE: 1.00					
Salary:	\$30,097		\$0	100%	\$30,097
Benefits:	\$11,995		\$0	100%	\$11,995
2. Job Title: Assistant Court Mental Health Counselor					
FTE: 1.00					
Salary:	\$25,981		\$0	100%	\$25,981
Benefits:	\$9,933		\$0	100%	\$9,933
3. Job Title: Legal Processing Assistant II					
FTE: 1.00					
Salary:	\$16,437		\$0	20%	\$3,287
Benefits:	\$4,300		\$0	20%	\$860
4. Job Title:					
FTE: .					
Salary:			\$0		\$0
Benefits:			\$0		\$0
5. Job Title:					
FTE: .					
Salary:			\$0		\$0
Benefits:			\$0		\$0
6. Job Title:			\$0		
FTE: .			\$0		
Salary:			\$0		\$0
Benefits:			\$0		\$0
5. SUBTOTAL A:	\$98,743		\$0	100%	\$82,153

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
April 01, 2026 to June 30, 2026
FY 2025/2026

Contractor Name: Superior Court of San Bern
 Contract # _____
 Address: 247 W. 3rd Street, 11th
San Bernardino, CA 924
 Date Form Completed: 02/11/26
 Updated _____

Prepared by: Lauren Ortiz
 Title: Budget Analyst

Operating Expenses - Please list all operating costs charged to this program, including administrative support costs and management fees along with a detail explanation of the categories below.

ITEM	TOTAL ORGANIZATION COST	% CHARGED TO DBH	% CHARGED TO OTHER FUNDING SOURCE	TOTAL DBH COST
1 Telecommunication	\$ 5,864	100%	0%	5,864.00
2 Training	\$ -	100%	0%	-
3 Office Expense	\$ 498	100%	0%	498.27
4 Postage/Mail Services	\$ 705	100%	0%	705.00
5 Printing	\$ -	100%	0%	-
6 Vehicle Maintenance	\$ 1,050	100%	0%	1,050.00
7 Indirect Cost as Approved by the JCC	\$ 17,704	100%	100%	17,704.00
8 Court Share	\$ (11,925)	100%	0%	(11,924.84)
9			100%	-
10			100%	-
11			100%	-
12			100%	-
SUBTOTAL B:	\$ 13,896			13,896.43
GROSS COSTS TOTAL	\$ 96,050			96,050.12

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
BUDGET NARRATIVE
FY 2025/2026
 April 01, 2026 to June 30, 2026

Contractor Name: Superior Court of San Bernardi
 Contract # _____
 Address: 247 W. 3rd Street, 11th Floor
San Bernardino, CA 92415
 Date Form Completed: 02/11/26
 Updated _____

Prepared by: Lauren Ortiz
 Title: Budget Analyst

Budget Narrative for Operating Expenses. Explain each expense by line item. Provide an explanation for determination of all figures (rate, duration, quantity, Benefits, FTE's, etc.) for example explain how overhead or indirect cost were calculated.

Item No.	ITEM	Justification of Cost
1	Telecommunication	This cost covers the phone and internet services required to operate the program effectively.
2	Training	
3	Office Expense	General office supplies needed to run the program, including paper, toner, and other essential office materials.
4	Postage/Mail Services	Costs for county mail handling and postage required for program correspondence.
5	Printing	Expenses for business cards, program materials, and other general printing needs
6	Vehicle Maintenance	Costs for vehicle upkeep, including maintenance, fuel, and PGS maintenance services
7	Indirect Cost as Approved by the JCC	Indirect Cost Recovery Plan (ICRP) applied against salaries and benefits (S&B) as approved by the Judicial Council.
8	Court Share	Court Share represents the amount the court is required to contribute in order to maintain existing service levels.
9		
10		
11		
12		

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
FY 2025/2026
(3 Months)
April 01, 2026 to June 30, 2026**

Contractor Name: Superior Court of San Bernardino
 Contract # _____
 Address: 247 W. 3rd Street, 11th Floor
San Bernardino, CA 92415
 Date Form Completed: 02/11/26
 Updated _____

Annual Client Service Projections for:

Projected Number of Unduplicated Clients													
	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	TOTAL
Mental Health Promotions										45	45	45	135
Community Client Services										101	101	101	302
Total										146	146	146	437

Projected Units of Time													
	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	TOTAL
Mental Health Promotions										118	118	118	355
Community Client Services										263	263	263	789
Total										381	381	381	1,144

Units of service (Hours)													
	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	TOTAL
Mental Health Promotions										51,659	51,659	51,659	154,978
Community Client Services										114,983	114,983	114,983	344,950
Total										166,643	166,643	166,643	499,928

Projected Cost													
	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	TOTAL
Mental Health Promotions										\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 29,775.00

SCHEDULES A & B

Community Client Services										\$22,091.67	\$22,091.67	\$22,091.67	\$ 66,275.00
Total										\$32,016.67	\$32,016.67	\$32,016.67	\$ 96,050.00

SCHEDULES A & B

SCHEDULE A - Planning Estimates

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH**

Contractor Name: **Superior Court of San Bernardino**
 Contract # _____
 Address: **247 W. 3rd Street, 11th Floor**
San Bernardino, CA 92415
 Date Form Completed: **02/11/26**
 Date Form Rev. _____

Actual Cost Contract (cost reimbursement)

**FY 2026/2027
July 01, 2026 to June 30, 2027**

Prepared by: **Lauren Ortiz**
 Title: **Budget Analyst**

100%	Mix %	Distribution %	31%	69%	
Line No.		SERVICE FUNCTION	MENTAL HEALTH PROMOTION 10	COMMUNITY CLIENT SVCS 20	TOTAL
EXPENSES					
1		SALARIES	75,822	168,764	244,586
2		BENEFITS	29,105	64,782	93,887
(1+2 must equal total staffing costs)			104,927	233,546	338,473
3		OPERATING EXPENSES	14,176	31,552	45,728
4		TOTAL EXPENSES (1+2+3)	119,103	265,098	384,201
AGENCY REVENUES					
5		PATIENT FEES			-
6		PATIENT INSURANCE			-
7		MEDI-CARE			-
8		GRANTS/OTHER			-
9		TOTAL AGENCY REVENUES (5+6+7+8)	-	-	-
10		CONTRACT AMOUNT (4-9)	119,103	265,098	384,201
FUNDING					
11		MEDI-CAL (FFP)			
12	#####	1991 REALIGNMENT	119,103	265,098	384,201
13		FUNDING TOTAL	119,103	265,098	384,201
14		NET COUNTY FUNDS (Local Cost) MUST=ZERO	-	-	-
15		STATE FUNDING (Including Realignment) (13-16)	119,103	265,098	384,201
16		FEDERAL FUNDING (11)	-	-	-
17		TOTAL FUNDING (15+16)	119,103	265,098	384,201
UNDUPLICATED PARTICIPANTS					
19		TOTAL UNDUPLICATED PARTICIPANTS	174	386	560
20		COST PER UNDUPLICATED PARTICIPANT	\$ 686	\$ 686	\$ 686
21		UNITS OF TIME (Hours)	1,419	3,157	4,576
22		COST PER UNIT OF TIME (10 / 21)	\$ 84	\$ 84	\$ 84
23		UNITS OF SERVICE (Hours)	794,394	1,768,166	2,562,560

APPROVED:

Anabel Romero 02/25/20 *Christopher M. Lukachie* 02/25/20 *Jennifer Pacheco* 02/25/2026
 PROVIDER AUTHORIZED SIGNATURE DATE DBH PSAS SIGNATURE DATE DBH PROGRAM MANAGER DATE

Anabel Romero **Christopher Lukachie** **Jennifer Pacheco**
 PROVIDER AUTHORIZED SIGNER (PRINT NAME) DBH PSAS (PRINT NAME) DBH PROGRAM MANAGER (PRINT NAME)

SCHEDULES A & B

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
FY 2026/2027
July 01, 2026 to June 30, 2027**

Contractor Name: Superior Court of San Be
 Contract # _____
 Address: 247 W. 3rd Street, 11th Fl
San Bernardino, CA 92415
 Date Form Completed: 2/11/2026
 Updated _____

Prepared by: Lauren Ortiz
 Title: Budget Analyst

PROGRAM BUDGET for the period of: July 01, 2026 to June 30, 2027

PROGRAM COSTS: List only those items of cost which are chargeable, in whole or part, to the program. **Salaries and Benefits**

COST ITEM	TOTAL COST TO ORGANIZATION	% CHARGED TO OTHER CONTRACTS	TOTAL COST TO OTHER CONTRACTS	% CHARGED TO THIS CONTRACT	TOTAL COST TO THIS CONTRACT
1. Job Title: Court Mental Health Counselor					
FTE: 1.00					
Salary:	\$124,000		\$0	100%	\$124,000
Benefits:	\$49,419		\$0	100%	\$49,419
2. Job Title: Assistant Court Mental Health Counselor					
FTE: 1.00					
Salary:	\$107,042		\$0	100%	\$107,042
Benefits:	\$40,925		\$0	100%	\$40,925
3. Job Title: Legal Processing Assistant II					
FTE: 1.00					
Salary:	\$16,931	80%	\$0	20%	\$3,386
Benefits:	\$4,429	80%	\$0	20%	\$886
4. Job Title:					
FTE: .					
Salary:			\$0		\$0
Benefits:			\$0		\$0
5. Job Title:					
FTE: .					
Salary:			\$0		\$0
Benefits:			\$0		\$0
6. Job Title:			\$0		
FTE: .			\$0		
Salary:			\$0		\$0
Benefits:			\$0		\$0
5. SUBTOTAL A:	\$342,746	0%	\$0	100%	\$325,658

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
 July 01, 2026 to June 30, 2027
 FY 2026/2027

Contractor Name: Superior Court of San Bernardino
 Contract # _____
 Address: 247 W. 3rd Street, 11th Floor
San Bernardino, CA 92415
 Date Form Completed: 02/11/26
 Updated _____

Prepared by: Lauren Ortiz
 Title: Budget Analyst

Operating Expenses - Please list all operating costs charged to this program, including administrative support costs and management fees along with a detail explanation of the categories below.

					Budget Rev	
ITEM	TOTAL ORGANIZATION COST	% CHARGED TO DBH	% CHARGED TO OTHER FUNDING SOURCE	TOTAL DBH COST	Request Change	
1	Telecommunication	\$ 23,900	100%	0%	23,900.00	-
2	Training	\$ -	100%	0%	-	
3	Office Expense	\$ 2,800	100%	0%	2,800.00	
4	Postage/Mail Services	\$ 2,900	100%	0%	2,900.00	
5	Printing	\$ 100	100%	0%	100.00	
6	Vehicle Maintenance	\$ 6,800	100%	0%	6,800.00	
7	Indirect Cost as Approved by the JCC	\$ 72,941	100%	0%	72,941.00	
8	Court Share	\$ (63,713)	100%	0%	(63,713.23)	
9				100%	-	
10				100%	-	
11				100%	-	
12				100%	-	
SUBTOTAL B:		\$ 45,728		100%	45,727.77	-
GROSS COSTS TOTAL A + B:		\$ 388,474		96%	371,385.77	

SAN BERNARDINO COUNTY
 DEPARTMENT OF BEHAVIORAL HEALTH
 SCHEDULE B
 BUDGET NARRATIVE
 FY 2026/2027
 July 01, 2026 to June 30, 2027

Contractor Name: Superior Court of San Bernardi
 Contract # _____
 Address: 247 W. 3rd Street, 11th Floor
San Bernardino, CA 92415
 Date Form Completed: 2/11/2026
 Updated _____

Prepared by: Lauren Ortiz
 Title: Budget Analyst

Budget Narrative for Operating Expenses. Explain each expense by line item. Provide an explanation for determination of all figures (rate, duration, quantity, Benefits, FTE's, etc.) for example explain how overhead or indirect cost were calculated.

Item No.	ITEM	Justification of Cost
1	Telecommunication	This cost covers the phone and internet services required to operate the program effectively.
2	Training	
3	Office Expense	General office supplies needed to run the program, including paper, toner, and other essential office materials.
4	Postage/Mail Services	Costs for county mail handling and postage required for program correspondence.
5	Printing	Expenses for business cards, program materials, and other general printing needs
6	Vehicle Maintenance	Costs for vehicle upkeep, including maintenance, fuel, and PGS maintenance services
7	Indirect Cost as Approved by the JCC	Indirect Cost Recovery Plan (ICRP) applied against salaries and benefits (S&B) as approved by the Judicial Council.
8	Court Share	Court Share represents the amount the court is required to contribute in order to maintain existing service levels.
9		
10		
11		
12		

SCHEDULES A & B

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
FY 2026/2027**

July 01, 2026 to June 30, 2027

Contractor Name: Superior Court of San Bernardi
 Contract # _____
 Address: 247 W. 3rd Street, 11th Floor
San Bernardino, CA 92415
 Date Form Completed: 02/11/26
 Updated _____

Annual Client Service Projections for:

Projected Number of Unduplicated Clients													
	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	TOTAL
Mental Health Promotions	14	14	14	14	14	14	14	14	14	14	14	14	174
Community Client Services	32	32	32	32	32	32	32	32	32	32	32	32	386
Total	47	560											

Projected Units of Time													
	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	TOTAL
Mental Health Promotions	118	118	118	118	118	118	118	118	118	118	118	118	1,419
Community Client Services	263	263	263	263	263	263	263	263	263	263	263	263	3,157
Total	381	4,576											

Units of service (Hours)													
	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	TOTAL
Mental Health Promotions	66,200	66,200	66,200	66,200	66,200	66,200	66,200	66,200	66,200	66,200	66,200	66,200	794,394
Community Client Services	147,347	147,347	147,347	147,347	147,347	147,347	147,347	147,347	147,347	147,347	147,347	147,347	1,768,166
Total	213,547	2,562,560											

Projected Cost													
	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	TOTAL
Mental Health Promotions	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$119,103.00
Community Client Services	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$265,098.00
Total	\$ 32,017.00	\$384,201.00											

SCHEDULES A & B

SCHEDULE A - Planning Estimates

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH**

Contractor Name: **Superior Court of San Bernardino**
 Contract # _____
 Address: **247 W. 3rd Street, 11th Floor**
San Bernardino, CA 92415
 Date Form Completed: **02/11/26**
 Date Form Rev. _____

Actual Cost Contract (cost reimbursement)

**FY 2027/2028
July 01, 2027 to June 30, 2028**

Prepared by: **Lauren Ortiz**
 Title: **Budget Analyst**

100%	Mix %	Distribution %	31%	69%	
		MODE OF SERVICE	45	45	
Line No.		SERVICE FUNCTION	MENTAL HEALTH PROMOTION 10	COMMUNITY CLIENT SVCS 20	TOTAL
EXPENSES					
1		SALARIES	78,097	173,828	251,925
2		BENEFITS	29,978	66,726	96,704
(1+2 must equal total staffing costs)			108,075	240,554	348,629
3		OPERATING EXPENSES	11,027	24,545	35,572
4		TOTAL EXPENSES (1+2+3)	119,102	265,099	384,201
AGENCY REVENUES					
5		PATIENT FEES			-
6		PATIENT INSURANCE			-
7		MEDI-CARE			-
8		GRANTS/OTHER			-
9		TOTAL AGENCY REVENUES (5+6+7+8)	-	-	-
10		CONTRACT AMOUNT (4-9)	119,102	265,099	384,201
FUNDING					
11		MEDI-CAL (FFP)			
12	100.00%	1991 REALIGNMENT	119,102	265,099	384,201
13		FUNDING TOTAL	119,102	265,099	384,201
14		NET COUNTY FUNDS (Local Cost) MUST=ZERO	-	-	-
15		STATE FUNDING (Including Realignment) (13-16)	119,102	265,099	384,201
16		FEDERAL FUNDING (11)	-	-	-
17		TOTAL FUNDING (15+16)	119,102	265,099	384,201
UNDUPLICATED PARTICIPANTS					
19		TOTAL UNDUPLICATED PARTICIPANTS	184	411	595
20		COST PER UNDUPLICATED PARTICIPANT	\$ 646	\$ 646	\$ 646
21		UNITS OF TIME (Hours)	1,419	3,157	4,576
22		COST PER UNIT OF TIME (10 / 21)	\$ 84	\$ 84	\$ 84
23		UNITS OF SERVICE (Hours)	844,043	1,878,677	2,722,720

APPROVED:

Anabel Z. Romero Feb 26, 2026 *Christopher M. Lukachie* Feb 27, 2026 *Jennifer Pacheco* Feb 27, 2026
Jennifer Pacheco (Feb 27, 2026 12:32:34 PST)

PROVIDER AUTHORIZED SIGNATURE DATE DBH PSAS SIGNATURE DATE DBH PROGRAM MANAGER DATE

Anabel Z. Romero | Christopher Lukachie | Jennifer Pacheco
 PROVIDER AUTHORIZED SIGNER (PRINT NAME) DBH PSAS (PRINT NAME) DBH PROGRAM MANAGER (PRINT NAME)

SCHEDULES A & B

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
FY 2027/2028
July 01, 2027 to June 30, 2028**

Contractor Name: Superior Court of San Bernardino
 Contract # _____
 Address: 247 W. 3rd Street, 11th Floor
San Bernardino, CA 92415
 Date Form Completed: 2/11/2026
 Updated _____

Prepared by: Lauren Ortiz
 Title: Budget Analyst

PROGRAM BUDGET for the period of: July 01, 2027 to June 30, 2028

PROGRAM COSTS: List only those items of cost which are chargeable, in whole or part, to the program. **Salaries and Benefits**

COST ITEM	TOTAL COST TO ORGANIZATION	% CHARGED TO OTHER CONTRACTS	TOTAL COST TO OTHER CONTRACTS	% CHARGED TO THIS CONTRACT	TOTAL COST TO THIS CONTRACT
1. Job Title: Court Mental Health Counselor					
FTE: 1.00					
Salary:	\$127,720	0%	\$0	100%	\$127,720
Benefits:	\$50,902	0%	\$0	100%	\$50,902
2. Job Title: Assistant Court Mental Health Counselor					
FTE: 1.00					
Salary:	\$110,253	0%	\$0	100%	\$110,253
Benefits:	\$42,153	0%	\$0	100%	\$42,153
3. Job Title: Legal Processing Assistant II					
FTE: 1.00					
Salary:	\$17,439		\$0	20%	\$3,488
Benefits:	\$4,562		\$0	20%	\$912
4. Job Title:					
FTE: .					
Salary:			\$0		\$0
Benefits:			\$0		\$0
5. Job Title:					
FTE: .					
Salary:			\$0		\$0
Benefits:			\$0		\$0
6. Job Title:					
FTE: .			\$0		\$0
Salary:			\$0		\$0
Benefits:			\$0		\$0
5. SUBTOTAL A:	\$353,029	0%	\$0	0%	\$335,428

SCHEDULES A & B

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
July 01, 2027 to June 30, 2028
FY 2027/2028**

Contractor Name: Superior Court of San Bernardino
 Contract # _____
 Address: 247 W. 3rd Street, 11th Floor
San Bernardino, CA 92415
 Date Form Completed: 02/11/26
 Updated _____

Prepared by: Lauren Ortiz
 Title: Budget Analyst

Operating Expenses - Please list all operating costs charged to this program, including administrative support costs and management fees along with a detail explanation of the categories below.

						Budget Revision	
ITEM	TOTAL ORGANIZATION COST	% CHARGED TO DBH	% CHARGED TO OTHER FUNDING SOURCE	TOTAL DBH COST	Request Change	Revised Budget	
1	Telecommunication	\$ 24,800	100%	0%	24,800.00	-	24,800.00
2	Training	\$ -	100%	0%	-		-
3	Office Expense	\$ 3,300	100%	0%	3,300.00		3,300.00
4	Postage/Mail Services	\$ 3,000	100%	0%	3,000.00		3,000.00
5	Printing	\$ 100	100%	0%	100.00		100.00
6	Vehicle Maintenance	\$ 7,100	100%	0%	7,100.00		7,100.00
7	Indirect Cost as Approved by the JCC	\$ 75,129	100%	0%	75,129.00		75,129.00
8	Court Share	\$ (77,857)	100%	0%	(77,856.65)		(77,856.65)
9				100%	-		-
10				100%	-		-
11				100%	-		-
12				100%	-		-
SUBTOTAL B:		\$ 35,572		100%	35,572.35	-	35,572.35
GROSS COSTS TOTAL A + B:		\$ 388,601		95%	371,000.35		

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
BUDGET NARRATIVE
FY 2027/2028
 July 01, 2027 to June 30, 2028

Contractor Name: Superior Court of San Bernardino
 Contract # _____
 Address: 247 W. 3rd Street, 11th Floor
San Bernardino, CA 92415
 Date Form Completed: 2/11/2026
 Updated _____

Prepared by: Lauren Ortiz
 Title: Budget Analyst

Budget Narrative for Operating Expenses. Explain each expense by line item. Provide an explanation for determination of all figures (rate, duration, quantity, Benefits, FTE's, etc.) for example explain how overhead or indirect cost were calculated.

Item No.	ITEM	Justification of Cost
1	Telecommunication	This cost covers the phone and internet services required to operate the program effectively.
2	Training	
3	Office Expense	General office supplies needed to run the program, including paper, toner, and other essential office materials.
4	Postage/Mail Services	Costs for county mail handling and postage required for program correspondence.
5	Printing	Expenses for business cards, program materials, and other general printing needs
6	Vehicle Maintenance	Costs for vehicle upkeep, including maintenance, fuel, and PGS maintenance services
7	Indirect Cost as Approved by the JCC	Indirect Cost Recovery Plan (ICRP) applied against salaries and benefits (S&B) as approved by the Judicial Council.
8	Court Share	Indirect Cost Recovery Plan (ICRP) applied against salaries and benefits (S&B) as approved by the Judicial Council.
9		
10		
11		
12		

SCHEDULES A & B

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
FY 2027/2028**

July 01, 2027 to June 30, 2028

Contractor Name: Superior Court of San Bernardino
 Contract # _____
 Address: 247 W. 3rd Street, 11th Floor
San Bernardino, CA 92415
 Date Form Completed: 02/11/26
 Updated _____

Annual Client Service Projections for:

Projected Number of Unduplicated Clients													
	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27	Jan-28	Feb-28	Mar-28	Apr-28	May-28	Jun-28	TOTAL
Mental Health Promotions	15	15	15	15	15	15	15	15	15	15	15	15	184
Community Client Services	34	34	34	34	34	34	34	34	34	34	34	34	411
Total	50	595											

Projected Units of Time													
	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27	Jan-28	Feb-28	Mar-28	Apr-28	May-28	Jun-28	TOTAL
Mental Health Promotions	118	118	118	118	118	118	118	118	118	118	118	118	1,419
Community Client Services	263	263	263	263	263	263	263	263	263	263	263	263	3,157
Total	381	4,576											

Units of service (Hours)													
	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27	Jan-28	Feb-28	Mar-28	Apr-28	May-28	Jun-28	TOTAL
Mental Health Promotions	70,337	70,337	70,337	70,337	70,337	70,337	70,337	70,337	70,337	70,337	70,337	70,337	844,043
Community Client Services	156,556	156,556	156,556	156,556	156,556	156,556	156,556	156,556	156,556	156,556	156,556	156,556	1,878,677
Total	226,893	2,722,720											

Projected Cost													
	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27	Jan-28	Feb-28	Mar-28	Apr-28	May-28	Jun-28	TOTAL
Mental Health Promotions	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 119,102.00
Community Client Services	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 265,099.00
Total	\$ 32,017.00	\$ 384,201.00											

SCHEDULE A - Planning Estimates

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH**

Contractor Name: **Superior Court of San Bernardino**
 Contract # _____
 Address: **247 W. 3rd Street, 11th Floor**
San Bernardino, CA 92415
 Date Form Completed: **02/11/26**
 Date Form Rev. _____

Actual Cost Contract (cost reimbursement)

**FY 2028/2029
July 01, 2028 to June 30, 2029**

Prepared by: **Lauren Ortiz**
 Title: **Budget Analyst**

100%	Mix %	Distribution %	31%	69%	
		MODE OF SERVICE	45	45	
Line No.		SERVICE FUNCTION	MENTAL HEALTH PROMOTION 10	COMMUNITY CLIENT SVCS 20	TOTAL
EXPENSES					
1		SALARIES	80,439	179,043	259,482
2		BENEFITS	30,878	68,727	99,605
(1+2 must equal total staffing costs)			111,317	247,770	359,087
3		OPERATING EXPENSES	7,785	17,329	25,114
4		TOTAL EXPENSES (1+2+3)	119,102	265,099	384,201
AGENCY REVENUES					
5		PATIENT FEES			-
6		PATIENT INSURANCE			-
7		MEDI-CARE			-
8		GRANTS/OTHER			-
9		TOTAL AGENCY REVENUES (5+6+7+8)	-	-	-
10		CONTRACT AMOUNT (4-9)	119,102	265,099	384,201
FUNDING					
11		MEDI-CAL (FFP)			
12	100.00%	1991 REALIGNMENT	119,102	265,099	384,201
13		FUNDING TOTAL	119,102	265,099	384,201
14		NET COUNTY FUNDS (Local Cost) MUST=ZERO	-	-	-
15		STATE FUNDING (Including Realignment) (13-16)	119,102	265,099	384,201
16		FEDERAL FUNDING (11)	-	-	-
17		TOTAL FUNDING (15+16)	119,102	265,099	384,201
UNDUPLICATED PARTICIPANTS					
19		TOTAL UNDUPLICATED PARTICIPANTS	186	414	600
20		COST PER UNDUPLICATED PARTICIPANT	\$ 640	\$ 640	\$ 640
UNITS OF TIME (Hours)					
21		UNITS OF TIME (Hours)	1,419	3,157	4,576
22		COST PER UNIT OF TIME (10 / 21)	\$ 84	\$ 84	\$ 84
23		UNITS OF SERVICE (Hours)	851,136	1,894,464	2,745,600

APPROVED:
 Anabel Z. Romero Feb 26, 2020 Christopher M. Lukachic Feb 27, 2020 Jennifer Pacheco Feb 27, 2020

PROVIDER AUTHORIZED SIGNATURE DATE DBH PSAS SIGNATURE DATE DBH PROGRAM MANAGER DATE

Anabel Z. Romero Christopher Lukachic Jennifer Pacheco

PROVIDER AUTHORIZED SIGNER (PRINT NAME) DBH PSAS (PRINT NAME) DBH PROGRAM MANAGER (PRINT NAME)

SCHEDULES A & B

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
FY 2028/2029
July 01, 2028 to June 30, 2029**

Contractor Name: Superior Court of San Bernardino
 Contract # _____
 Address: 247 W. 3rd Street, 11th Floor
San Bernardino, CA 92415
 Date Form Completed: 2/11/2026
 Updated _____

Prepared by: Lauren Ortiz
 Title: Budget Analyst

PROGRAM BUDGET for the period of: July 01, 2028 to June 30, 2029

PROGRAM COSTS: List only those items of cost which are chargeable, in whole or part, to the program. **Salaries and Benefits**

COST ITEM	TOTAL COST TO ORGANIZATION	% CHARGED TO OTHER CONTRACTS	TOTAL COST TO OTHER CONTRACTS	% CHARGED TO THIS CONTRACT	TOTAL COST TO THIS CONTRACT
1. Job Title: Court Mental Health Counselor					
FTE: 1.00					
Salary:	\$131,552		\$0	100%	\$131,552
Benefits:	\$52,429		\$0	100%	\$52,429
2. Job Title: Assistant Court Mental Health Counselor					
FTE: 1.00					
Salary:	\$113,561		\$0	100%	\$113,561
Benefits:	\$43,417		\$0	100%	\$43,417
3. Job Title: Legal Processing Assistant II					
FTE: 1.00					
Salary:	\$17,962		\$0	20%	\$3,592
Benefits:	\$4,698		\$0	20%	\$940
4. Job Title:					
FTE: .					
Salary:			\$0		\$0
Benefits:			\$0		\$0
5. Job Title:					
FTE: .					
Salary:			\$0		\$0
Benefits:			\$0		\$0
6. Job Title:					
FTE: .					
Salary:			\$0		\$0
Benefits:			\$0		\$0
5. SUBTOTAL A:	\$363,619		\$0	100%	\$345,491

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
July 01, 2028 to June 30, 2029
FY 2028/2029

Contractor Name: Superior Court of San Bernardino
 Contract # _____
 Address: 247 W. 3rd Street, 11th Floor
San Bernardino, CA 92415
 Date Form Completed: 02/11/26
 Updated _____

Prepared by: Lauren Ortiz
 Title: Budget Analyst

Operating Expenses - Please list all operating costs charged to this program, including administrative support costs and management fees along with a detail explanation of the categories below.

						Budget Revision	
ITEM	TOTAL ORGANIZATION COST	% CHARGED TO DBH	% CHARGED TO OTHER FUNDING SOURCE	TOTAL DBH COST	Request Change	Revised Budget	
1	Telecommunication	\$ 25,700	100%	0%	25,700.00	-	25,700.00
2	Training		100%	0%	-		-
3	Office Expense	\$ 3,800	100%	0%	3,800.00		3,800.00
4	Postage/Mail Services	\$ 3,100	100%	0%	3,100.00		3,100.00
5	Printing	\$ 100	100%	0%	100.00		100.00
6	Vehicle Maintenance	\$ 7,400	100%	0%	7,400.00		7,400.00
7	Indirect Cost as Approved by the JCC	\$ 77,383	100%	0%	77,383.00		77,383.00
8	Court Share	\$ (92,369)	100%	0%	(92,368.68)		(92,368.68)
9				100%	-		-
10				100%	-		-
11				100%	-		-
12				100%	-		-
SUBTOTAL B:		\$ 25,114		100%	25,114.32	-	25,114.32
GROSS COSTS TOTAL A + B:		\$ 388,733		95%	370,605.32		

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
BUDGET NARRATIVE
FY 2028/2029
 July 01, 2028 to June 30, 2029

Contractor Name: Superior Court of San Bernardino
 Contract # _____
 Address: 247 W. 3rd Street, 11th Floor
San Bernardino, CA 92415
 Date Form Completed: 2/11/2026
 Updated _____

Prepared by: Lauren Ortiz
 Title: Budget Analyst

Budget Narrative for Operating Expenses. Explain each expense by line item. Provide an explanation for determination of all figures (rate, duration, quantity, Benefits, FTE's, etc.) for example explain how overhead or indirect cost were calculated.

Item No.	ITEM	Justification of Cost
1	Telecommunication	This cost covers the phone and internet services required to operate the program effectively.
2	Training	
3	Office Expense	General office supplies needed to run the program, including paper, toner, and other essential office materials.
4	Postage/Mail Services	Costs for county mail handling and postage required for program correspondence.
5	Printing	Expenses for business cards, program materials, and other general printing needs
6	Vehicle Maintenance	Costs for vehicle upkeep, including maintenance, fuel, and PGS maintenance services
7	Indirect Cost as Approved by the JCC	Indirect Cost Recovery Plan (ICRP) applied against salaries and benefits (S&B) as approved by the Judicial Council.
8	Court Share	Court Share represents the amount the court is required to contribute in order to maintain existing service levels.
9		
10		
11		
12		

SCHEDULES A & B

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
FY 2028/2029**

July 01, 2028 to June 30, 2029

Contractor Name: Superior Court of San Bernardino
 Contract # _____
 Address: 247 W. 3rd Street, 11th Floor
San Bernardino, CA 92415
 Date Form Completed: 02/11/26
 Updated _____

Annual Client Service Projections for:

Projected Number of Unduplicated Clients													
	Jul-28	Aug-28	Sep-28	Oct-28	Nov-28	Dec-28	Jan-29	Feb-29	Mar-29	Apr-29	May-29	Jun-29	TOTAL
Mental Health Promotions	16	16	16	16	16	16	16	16	16	16	16	16	186
Community Client Services	35	35	35	35	35	35	35	35	35	35	35	35	414
Total	50	600											

Projected Units of Time													
	Jul-28	Aug-28	Sep-28	Oct-28	Nov-28	Dec-28	Jan-29	Feb-29	Mar-29	Apr-29	May-29	Jun-29	TOTAL
Mental Health Promotions	118	118	118	118	118	118	118	118	118	118	118	118	1,419
Community Client Services	263	263	263	263	263	263	263	263	263	263	263	263	3,157
Total	381	4,576											

Units of service (Hours)													
	Jul-28	Aug-28	Sep-28	Oct-28	Nov-28	Dec-28	Jan-29	Feb-29	Mar-29	Apr-29	May-29	Jun-29	TOTAL
Mental Health Promotions	70,928	70,928	70,928	70,928	70,928	70,928	70,928	70,928	70,928	70,928	70,928	70,928	851,136
Community Client Services	157,872	157,872	157,872	157,872	157,872	157,872	157,872	157,872	157,872	157,872	157,872	157,872	1,894,464
Total	228,800	2,745,600											

Projected Cost													
	Jul-28	Aug-28	Sep-28	Oct-28	Nov-28	Dec-28	Jan-29	Feb-29	Mar-29	Apr-29	May-29	Jun-29	TOTAL
Mental Health Promotions	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 119,102.00
Community Client Services	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 265,099.00
Total	\$ 32,017.00	\$ 384,201.00											

SCHEDULE A - Planning Estimates

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH

Contractor Name: Superior Court of San Bernardino
 Contract #
 Address: 247 W. 3rd Street, 11th Floor
 San Bernardino, CA 92415
 Date Form Completed: 02/11/26
 Date Form Rev.

Actual Cost Contract (cost reimbursement)

FY 2029/2030
July 01, 2029 to June 30, 2030

Prepared by: Lauren Ortiz
 Title: Budget Analyst

100%	Mix %	Distribution %	31%	69%	
		MODE OF SERVICE	45	45	
Line No.		SERVICE FUNCTION	MENTAL HEALTH PROMOTION 10	COMMUNITY CLIENT SVCS 20	TOTAL
EXPENSES					
1		SALARIES	82,853	184,414	267,267
2		BENEFITS	31,804	70,789	102,593
(1+2 must equal total staffing costs)			114,657	255,203	369,860
3		OPERATING EXPENSES	4,446	9,895	14,341
4		TOTAL EXPENSES (1+2+3)	119,103	265,098	384,201
AGENCY REVENUES					
5		PATIENT FEES			-
6		PATIENT INSURANCE			-
7		MEDI-CARE			-
8		GRANTS/OTHER			-
9		TOTAL AGENCY REVENUES (5+6+7+8)	-	-	-
10		CONTRACT AMOUNT (4-9)	119,103	265,098	384,201
FUNDING					
11		MEDI-CAL (FFP)			
12	100.00%	1991 REALIGNMENT	119,103	265,098	384,201
13		FUNDING TOTAL	119,103	265,098	384,201
14		NET COUNTY FUNDS (Local Cost) MUST=ZERO	-	-	-
15		STATE FUNDING (Including Realignment) (13-16)	119,103	265,098	384,201
16		FEDERAL FUNDING (11)	-	-	-
17		TOTAL FUNDING (15+16)	119,103	265,098	384,201
UNDUPLICATED PARTICIPANTS					
19		TOTAL UNDUPLICATED PARTICIPANTS	191	424	615
20		COST PER UNDUPLICATED PARTICIPANT	\$ 625	\$ 625	\$ 625
UNITS OF TIME (Hours)					
21		UNITS OF TIME (Hours)	1,419	3,157	4,576
22		COST PER UNIT OF TIME (10 / 21)	\$ 84	\$ 84	\$ 84
23		UNITS OF SERVICE (Hours)	872,414	1,941,826	2,814,240

APPROVED:

Anabel Z. Romero Feb 26, 2026 Christopher W. Lukachic Feb 27, 2026 Jennifer Pacheco Feb 27, 2026

PROVIDER AUTHORIZED SIGNATURE DATE DBH PSAS SIGNATURE DATE DBH PROGRAM MANAGER DATE

Anabel Z. Romero Christopher Lukachic Jennifer Pacheco

PROVIDER AUTHORIZED SIGNER (PRINT NAME) DBH PSAS (PRINT NAME) DBH PROGRAM MANAGER (PRINT NAME)

SCHEDULES A & B

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
FY 2029/2030
July 01, 2029 to June 30, 2030**

Contractor Name: Superior Court of San Bernardino
 Contract # _____
 Address: 247 W. 3rd Street, 11th Floor
San Bernardino, CA 92415
 Date Form Completed: 2/11/2026
 Updated _____

Prepared by: Lauren Ortiz
 Title: Budget Analyst

PROGRAM BUDGET for the period of: July 01, 2029 to June 30, 2030

PROGRAM COSTS: List only those items of cost which are chargeable, in whole or part, to the program. **Salaries and Benefits**

COST ITEM	TOTAL COST TO ORGANIZATION	% CHARGED TO OTHER CONTRACTS	TOTAL COST TO OTHER CONTRACTS	% CHARGED TO THIS CONTRACT	TOTAL COST TO THIS CONTRACT
1. Job Title: Court Mental Health Counselor					
FTE: 1.00					
Salary:	\$135,498		\$0	100%	\$135,498
Benefits:	\$54,001		\$0	100%	\$54,001
2. Job Title: Assistant Court Mental Health Counselor					
FTE: 1.00					
Salary:	\$116,968		\$0	100%	\$116,968
Benefits:	\$44,720		\$0	100%	\$44,720
3. Job Title: Legal Processing Assistant II					
FTE: 1.00					
Salary:	\$18,501		\$0	20%	\$3,700
Benefits:	\$4,839		\$0	20%	\$968
4. Job Title:					
FTE: .					
Salary:			\$0		\$0
Benefits:			\$0		\$0
5. Job Title:					
FTE: .					
Salary:			\$0		\$0
Benefits:			\$0		\$0
6. Job Title:					
FTE: .					
Salary:			\$0		\$0
Benefits:			\$0		\$0
5. SUBTOTAL A:	\$374,527		\$0	100%	\$355,855

SCHEDULES A & B

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
July 01, 2029 to June 30, 2030
FY 2029/2030**

Contractor Name: Superior Court of San Bernardino
 Contract # _____
 Address: 247 W. 3rd Street, 11th Floor
San Bernardino, CA 92415
 Date Form Completed: 02/11/26
 Updated _____

Prepared by: Lauren Ortiz
 Title: Budget Analyst

Operating Expenses - Please list all operating costs charged to this program, including administrative support costs and management fees along with a detail explanation of the categories below.

						Budget Revision	
ITEM	TOTAL ORGANIZATION COST	% CHARGED TO DBH	% CHARGED TO OTHER FUNDING SOURCE	TOTAL DBH COST	Request Change	Revised Budget	
1	Telecommunication	\$ 26,600	100%	0%	26,600.00	-	26,600.00
2	Training		100%	0%	-		-
3	Office Expense	\$ 4,300	100%	0%	4,300.00		4,300.00
4	Postage/Mail Services	\$ 3,200	100%	0%	3,200.00		3,200.00
5	Printing	\$ 100	100%	0%	100.00		100.00
6	Vehicle Maintenance	\$ 7,800	100%	0%	7,800.00		7,800.00
7	Indirect Cost as Approved by the JCC	\$ 79,705	100%	0%	79,705.00		79,705.00
8	Court Share	\$ (107,364)	100%	0%	(107,363.77)		(107,363.77)
9				100%	-		-
10				100%	-		-
11				100%	-		-
12				100%	-		-
SUBTOTAL B:		\$ 14,341		100%	14,341.23	-	14,341.23
GROSS COSTS TOTAL A + B:		\$ 388,868		95%	370,196.23		

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
BUDGET NARRATIVE
FY 2029/2030
July 01, 2029 to June 30, 2030

Contractor Name: Superior Court of San Bernardino
Contract # _____
Address: 247 W. 3rd Street, 11th Floor
San Bernardino, CA 92415
Date Form Completed: 2/11/2026
Updated _____

Prepared by: Lauren Ortiz
Title: Budget Analyst

Budget Narrative for Operating Expenses. Explain each expense by line item. Provide an explanation for determination of all figures (rate, duration, quantity, Benefits, FTE's, etc.) for example explain how overhead or indirect cost were calculated.

Item No.	ITEM	Justification of Cost
1	Telecommunication	This cost covers the phone and internet services required to operate the program effectively.
2	Training	
3	Office Expense	General office supplies needed to run the program, including paper, toner, and other essential office materials.
4	Postage/Mail Services	Costs for county mail handling and postage required for program correspondence.
5	Printing	Expenses for business cards, program materials, and other general printing needs
6	Vehicle Maintenance	Costs for vehicle upkeep, including maintenance, fuel, and PGS maintenance services
7	Indirect Cost as Approved by the JCC	Indirect Cost Recovery Plan (ICRP) applied against salaries and benefits (S&B) as approved by the Judicial Council.
8	Court Share	Court Share represents the amount the court is required to contribute in order to maintain existing service levels.
9		
10		
11		
12		

SCHEDULES A & B

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
FY 2029/2030**

July 01, 2029 to June 30, 2030

Contractor Name: Superior Court of San Bernardino
 Contract # _____
 Address: 247 W. 3rd Street, 11th Floor
San Bernardino, CA 92415
 Date Form Completed: 02/11/26
 Updated _____

Annual Client Service Projections for:

Projected Number of Unduplicated Clients													
	Jul-29	Aug-29	Sep-29	Oct-29	Nov-29	Dec-29	Jan-30	Feb-30	Mar-30	Apr-30	May-30	Jun-30	TOTAL
Mental Health Promotions	16	16	16	16	16	16	16	16	16	16	16	16	191
Community Client Services	35	35	35	35	35	35	35	35	35	35	35	35	424
Total	51	615											

Projected Units of Time													
	Jul-29	Aug-29	Sep-29	Oct-29	Nov-29	Dec-29	Jan-30	Feb-30	Mar-30	Apr-30	May-30	Jun-30	TOTAL
Mental Health Promotions	118	118	118	118	118	118	118	118	118	118	118	118	1,419
Community Client Services	263	263	263	263	263	263	263	263	263	263	263	263	3,157
Total	381	4,576											

Units of service (Hours)													
	Jul-29	Aug-29	Sep-29	Oct-29	Nov-29	Dec-29	Jan-30	Feb-30	Mar-30	Apr-30	May-30	Jun-30	TOTAL
Mental Health Promotions	72,701	72,701	72,701	72,701	72,701	72,701	72,701	72,701	72,701	72,701	72,701	72,701	872,414
Community Client Services	161,819	161,819	161,819	161,819	161,819	161,819	161,819	161,819	161,819	161,819	161,819	161,819	1,941,826
Total	234,520	2,814,240											

Projected Cost													
	Jul-29	Aug-29	Sep-29	Oct-29	Nov-29	Dec-29	Jan-30	Feb-30	Mar-30	Apr-30	May-30	Jun-30	TOTAL
Mental Health Promotions	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 9,925.00	\$ 119,103.00
Community Client Services	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 22,092.00	\$ 265,098.00
Total	\$ 32,017.00	\$ 384,201.00											

SCHEDULES A & B

SCHEDULE A - Planning Estimates

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH**

Contractor Name: **Superior Court of San Bernardino**

Actual Cost Contract (cost reimbursement)

Contract #

**FY 2030/2031
July 01, 2030 to March 31, 2031
(9 months)**

Address: **247 W. 3rd Street, 11th Floor
San Bernardino, CA 92415**

Prepared by: **Lauren Ortiz**
Title: **Budget Analyst**

Date Form Completed: **02/11/26**
Date Form Rev.

100%	Mix %	Distribution %	31%	69%	
Line No.		SERVICE FUNCTION	MENTAL HEALTH PROMOTION 10	COMMUNITY CLIENT SVCS 20	TOTAL
EXPENSES					
1		SALARIES	64,004	142,460	206,464
2		BENEFITS	24,568	54,685	79,253
(1+2 must equal total staffing costs)			88,572	197,145	285,717
3		OPERATING EXPENSES	755	1,680	2,435
4		TOTAL EXPENSES (1+2+3)	89,327	198,825	288,152
AGENCY REVENUES					
5		PATIENT FEES			-
6		PATIENT INSURANCE			-
7		MEDI-CARE			-
8		GRANTS/OTHER			-
9		TOTAL AGENCY REVENUES (5+6+7+8)	-	-	-
10		CONTRACT AMOUNT (4-9)	89,327	198,825	288,152
FUNDING					
11		MEDI-CAL (FFP)			
12	#####	1991 REALIGNMENT	89,327	198,825	288,152
13		FUNDING TOTAL	89,327	198,825	288,152
14		NET COUNTY FUNDS (Local Cost) MUST=ZERO	-	-	-
15		STATE FUNDING (Including Realignment) (13-16)	89,327	198,825	288,152
16		FEDERAL FUNDING (11)	-	-	-
17		TOTAL FUNDING (15+16)	89,327	198,825	288,152
UNDUPLICATED PARTICIPANTS					
19		TOTAL UNDUPLICATED PARTICIPANTS	143	318	461
20		COST PER UNDUPLICATED PARTICIPANT	\$ 625	\$ 625	\$ 625
21		UNITS OF TIME (Hours)	1,064	2,368	3,432
22		COST PER UNIT OF TIME (10 / 21)	\$ 84	\$ 84	\$ 84
23		UNITS OF SERVICE--Hours	490,733	1,092,277	1,583,010

APPROVED:

Anabel J. Romero 02/20/26 *Christopher M. Lukachie* 02/20/26 *Jennifer Pacheco* 02/20/2026
Christopher M. Lukachie (Feb 20, 2026 10:34:21 PST) Jennifer Pacheco (Feb 20, 2026 10:56:29 PST)
 PROVIDER AUTHORIZED SIGNATURE DATE DBH PSAS SIGNATURE DATE DBH PROGRAM MANAGER DATE

Anabel Romero **Christopher M. Lukachie** **Jennifer Pacheco**
 PROVIDER AUTHORIZED SIGNER (PRINT NAME) DBH PSAS (PRINT NAME) DBH PROGRAM MANAGER (PRINT NAME)

SCHEDULES A & B

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
FY 2030/2031
July 01, 2030 to March 31, 2031**

Contractor Name: Superior Court of San Be
 Contract # _____
 Address: 247 W. 3rd Street, 11th F
San Bernardino, CA 9241
 Date Form Completed: 02/11/26
 Updated _____

Prepared by: Lauren Ortiz
 Title: Budget Analyst

PROGRAM BUDGET for the period of: July 01, 2030 to March 31, 2031

PROGRAM COSTS: List only those items of cost which are chargeable, in whole or part, to the program. **Salaries and Benefits**

COST ITEM	TOTAL COST TO ORGANIZATION	% CHARGED TO OTHER CONTRACTS	TOTAL COST TO OTHER CONTRACTS	% CHARGED TO THIS CONTRACT	TOTAL COST TO THIS CONTRACT
1. Job Title: Court Mental Health Counselor					
FTE: 1.00					
Salary:	\$104,672		\$0	100%	\$104,672
Benefits:	\$41,716		\$0	100%	\$41,716
2. Job Title: Assistant Court Mental Health Counselor					
FTE: 1.00					
Salary:	\$90,358		\$0	100%	\$90,358
Benefits:	\$34,546		\$0	100%	\$34,546
3. Job Title: Legal Processing Assistant II					
FTE: 1.00					
Salary:	\$57,167		\$0	20%	\$11,433
Benefits:	\$14,954		\$0	20%	\$2,991
4. Job Title:					
FTE: .					
Salary:			\$0		\$0
Benefits:			\$0		\$0
5. Job Title:					
FTE: .					
Salary:			\$0		\$0
Benefits:			\$0		\$0
6. Job Title:			\$0		
FTE: .			\$0		
Salary:			\$0		\$0
Benefits:			\$0		\$0
5. SUBTOTAL A:	\$343,413	100%	\$0	100%	\$285,716

SAN BERNARDINO COUNTY
 DEPARTMENT OF BEHAVIORAL HEALTH
 SCHEDULE B
 July 01, 2030 to March 31, 2031
 FY 2030/2031

Contractor Name: Superior Court of San B
 Contract # _____
 Address: 247 W. 3rd Street, 11th
San Bernardino, CA 92
 Date Form Completed: 02/11/26
 Updated _____

Prepared by: Lauren Ortiz
 Title: Budget Analyst

Operating Expenses - Please list all operating costs charged to this program, including administrative support costs and management fees along with a detail explanation of the categories below.

ITEM	TOTAL ORGANIZATION COST	% CHARGED TO DBH	% CHARGED TO OTHER FUNDING SOURCE	TOTAL DBH COST
1 Telecommunication	\$ 20,700	100%	0%	20,700.00
2 Training		100%	0%	-
3 Office Expense	\$ 3,600	100%	0%	3,600.00
4 Postage/Mail Services	\$ 2,475	100%	0%	2,475.00
5 Printing	\$ 100	100%	0%	100.00
6 Vehicle Maintenance	\$ 6,150	100%	0%	6,150.00
7 Indirect Cost as Approved by the JCC	\$ 61,572	100%	100%	61,572.00
8 Court Share	\$ (92,163)	100%	0%	(92,162.76)
9			100%	-
10			100%	-
11			100%	-
12			100%	-
SUBTOTAL B:	\$ 2,434			2,434.24
GROSS COSTS TOTAL	\$ 288,151			288,150.50

SAN BERNARDINO COUNTY
 DEPARTMENT OF BEHAVIORAL HEALTH
 SCHEDULE B
 BUDGET NARRATIVE
 FY 2030/2031
 July 01, 2030 to March 31, 2031

Contractor Name: Superior Court of San Bernardi
 Contract # _____
 Address: 247 W. 3rd Street, 11th Floor
San Bernardino, CA 92415
 Date Form Completed: 02/11/26
 Updated _____

Prepared by: Lauren Ortiz
 Title: Budget Analyst

Budget Narrative for Operating Expenses. Explain each expense by line item. Provide an explanation for determination of all figures (rate, duration, quantity, Benefits, FTE's, etc.) for example explain how overhead or indirect cost were calculated.

Item No.	ITEM	Justification of Cost
1	Telecommunication	This cost covers the phone and internet services required to operate the program effectively.
2	Training	
3	Office Expense	General office supplies needed to run the program, including paper, toner, and other essential office materials.
4	Postage/Mail Services	Costs for county mail handling and postage required for program correspondence.
5	Printing	Expenses for business cards, program materials, and other general printing needs
6	Vehicle Maintenance	Costs for vehicle upkeep, including maintenance, fuel, and PGS maintenance services
7	Indirect Cost as Approved by the JCC	Indirect Cost Recovery Plan (ICRP) applied against salaries and benefits (S&B) as approved by the Judicial Council.
8	Court Share	Court Share represents the amount the court is required to contribute in order to maintain existing service levels.
9		
10		
11		
12		

SCHEDULES A & B

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
FY 2030/2031
(9 Months)
July 01, 2030 to March 31, 2031**

Contractor Name: Superior Court of San Bernardino
 Contract # _____
 Address: 247 W. 3rd Street, 11th Floor
San Bernardino, CA 92415
 Date Form Completed: 02/11/26
 Updated _____

Annual Client Service Projections for:

Projected Number of Unduplicated Clients													
	Jul-30	Aug-30	Sep-30	Oct-30	Nov-30	Dec-30	Jan-31	Feb-31	Mar-31	Apr-31	May-31	Jun-31	TOTAL
Mental Health Promotions	16	16	16	16	16	16	16	16	16				143
Community Client Services	35	35	35	35	35	35	35	35	35				318
Total	51				461								

Projected Units of Time													
	Jul-30	Aug-30	Sep-30	Oct-30	Nov-30	Dec-30	Jan-31	Feb-31	Mar-31	Apr-31	May-31	Jun-31	TOTAL
Mental Health Promotions	118	118	118	118	118	118	118	118	118				1,064
Community Client Services	263	263	263	263	263	263	263	263	263				2,368
Total	381				3,432								

Units of service (Hours)													
	Jul-30	Aug-30	Sep-30	Oct-30	Nov-30	Dec-30	Jan-31	Feb-31	Mar-31	Apr-31	May-31	Jun-31	TOTAL
Mental Health Promotions	54,526	54,526	54,526	54,526	54,526	54,526	54,526	54,526	54,526				490,733
Community Client Services	121,364	121,364	121,364	121,364	121,364	121,364	121,364	121,364	121,364				1,092,277
Total	175,890				1,583,010								

Projected Cost													
	Jul-30	Aug-30	Sep-30	Oct-30	Nov-30	Dec-30	Jan-31	Feb-31	Mar-31	Apr-31	May-31	Jun-31	TOTAL
Mental Health Promotions	\$ 9,925.22	\$ 9,925.22	\$ 9,925.22	\$ 9,925.22	\$ 9,925.22	\$ 9,925.22	\$ 9,925.22	\$ 9,925.22	\$ 9,925.22				\$ 89,327.00

SCHEDULES A & B

Community Client Services	\$22,091.67	\$22,091.67	\$22,091.67	\$22,091.67	\$22,091.67	\$22,091.67	\$22,091.67	\$22,091.67	\$22,091.67				\$ 198,825.00
Total	\$32,016.89	\$32,016.89	\$32,016.89	\$32,016.89	\$32,016.89	\$32,016.89	\$32,016.89	\$32,016.89	\$32,016.89				\$ 288,152.00

**MENTAL HEALTH COUNSELOR SERVICES PROVIDED BY
Superior Court of California, County of San Bernardino**

Mental Health Counselor's Office
400 North Pepper Avenue
Colton, CA 92324
(909) 580-1812

I. DEFINITION OF RECOVERY, WELLNESS, AND RESILIENCE AND REHABILITATIVE MENTAL HEALTH SERVICES

- A. Mental Health Recovery, Wellness, and Resilience (RWR) is an approach to helping the individual to live a healthy, satisfying, and hopeful life according to his or her own values and cultural framework despite limitations and/or continuing effects caused by his or her mental illness. RWR focuses on client strengths, skills and possibilities, rather than on illness, deficits, and limitations, in order to encourage hope (in staff and clients) and progress toward the life the client desires. RWR involves collaboration with clients and their families, support systems and involved others to help take control of major life decisions and client care. RWR encourages involvement or reinvolvement of clients in family, social, and community roles that are consistent with their values, culture, and preferred language; it facilitates hope and empowerment with the goal of counteracting internal and external "stigma"; it improves self-esteem; it encourages client self-management of his/her life and the making of his/her own choices and decisions, it reintegrates the client back into his/her community as a contributing member; and it achieves a satisfying and fulfilling life for the individual. It is believed that all clients can recover, even if that recovery is not complete. This may at times involve risks as clients move to new levels of functioning. The individual is ultimately responsible for his or her own recovery choices.

The goal of the program is participation and empowerment of the client and, if possible, involve family/caregivers in the treatment and services process. Referrals will be made collaboratively and with due consideration of the impact changing providers may have on the client. This includes referrals to and partnerships with the full array of local human service agencies and systems that are critical in addressing social determinants of health. The final goal is to reduce hospitalization.

- B. The Contractor will continue the existing mental health services continuum of care providing crisis interventions, assessments and referral treatment and services through the court system. The MHC may employ other qualified employees as deputies or assistants to the Mental Health Counselor, who shall also be duly licensed.

II. PERSONS TO BE SERVED

- A. Target population are clients who are involuntarily placed in hospitals receiving acute inpatient psychiatric treatment and/or families/support system of clients who may have contact with the Superior Court. Additionally, this office will provide support, consultation, training and education to individuals, family members, County and community staff, and others who may need assistance navigating the behavioral health system, including the court system.

III. DESCRIPTION OF SPECIFIC SERVICES TO BE PROVIDED

Coordination of Care

Contractor shall deliver care to and coordinate services for all referred. If hospitalization is not required, Contractor will ensure coordination of care, connection to resources, completion of referrals and linkages.

1. Ensure that each beneficiary has an ongoing source of care appropriate to his or her needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the beneficiary.
2. Coordinate the services Contractor furnishes to the beneficiary between settings of care, including appropriate discharge planning for short term and long term hospital and institutional stays.

IV. MENTAL HEALTH COUNSELOR REQUIREMENTS

A. General Responsibilities

1. The Office of the Mental Health Counselor (MHC) shall operate in accordance with Sections 6775 through 6779 of the Welfare and Institutions Code.
2. The MHC shall be the designated office or agency for San Bernardino County to provide prepetition screening pursuant to Section 5200 et seq. of the Welfare and Institutions Code.
3. The MHC shall serve as hearing officer pursuant to Welfare and Institutions Code Section 5256 et seq, when requested by DBH, only in cases where no other hearing officer appearing on the list of hearing officers approved pursuant to Welfare and Institutions Code Section 5256.1 is available. In cases where a possible conflict of interest may be evident, the MHC shall excuse himself/herself from that specific hearing (e.g., when a patient was detained initially by the MHC; was served with a certification by the MHC; or was the subject of a court ordered evaluation initiated by the MHC, etc.).
4. The MHC must possess a Master's Degree in Social Work or Master's Degree in Marriage and Family Counseling or a Ph.D. or PsyD in Psychology. The MHC shall be duly licensed as a Licensed Clinical Social Worker or Licensed Marriage, Family, and Child Counselor, Licensed Psychologist, or Licensed Professional Clinical Counselor.
5. The Assistant Mental Health Counselor shall possess, at minimum, a Master's Degree in Social Work or a Master's Degree in Marriage and Family Counseling or a Ph.D. in Psychology or a Master's Degree in a related field.
6. Act as the liaison between DBH and Superior Court. Provide court results, Minute Order, and Letters and Orders to DBH program designees.

B. Mental Health Promotion

1. Provide professional consultation and information services concerning mental health laws, procedures, and resources to community persons, professionals, and other community groups or agencies to expand their mental health knowledge and skills.
2. Provide general presentations to community groups concerning mental health laws and resources.

ADDENDUM I

3. Consult with families, conservators, and others concerning behavioral health issues.

C. Community/Client

1. Provide engagement/assistance to mitigate the need for continued hospitalization or conservatorship, if it can be prevented.
2. Provide short term crisis intervention services directed toward strengthening individual coping skills and abilities during stressful life situations and to provide alternatives to hospitalization.
3. Provide consultation, assessment and/or referral services for clients referred by County programs, the public, law enforcement, or the courts.
4. Conduct Multi-disciplinary Treatment (MDT) meetings with agencies such as District Attorney's Office, Office of the Public Guardian, Adult Protective Services, and county programs to consult on cases, provide assessment, and evaluation of cases.
5. Provide prepetition screening services as required by the court and defined in Section 5200 et Seq. of the Welfare and Institutions Code.
 - a. File petitions and obtain court orders under Welfare and Institutions Code (WIC 5200), requiring a client to report to designated location for a mental health assessment.
 - b. Once court order is obtained, the Mental Health Counselors Office will send the client a notice of the issued order with information on the nearest DBH clinic. The Mental Health Counselors Office will also send a WIC 5200 Referral Form to the DBH clinic, advising of court ordered client(s) expected to appear at the clinic within five (5) days of notification, with a cc to DBH Centralized Hospital Aftercare Services (CHAS) Management.
6. Advise behavioral health clients of their legal rights, including their rights of a certification review hearing and judicial review when certified for fourteen (14) days of intensive treatment and when placed under temporary conservatorship, when requested by the DBH.
7. Provide engagement, support, and de-escalation for clients, and/or family members of clients, who are awaiting their court hearing.
8. Consult with Behavioral Health staff regarding the care and treatment of specific behavioral health clients.
9. One (1) Mental Health Counselor from the Contractor's Office staff shall be present on-site at Arrowhead Regional Medical Center Mental Health Court during scheduled LPS Court days to assist with court processing, address the mental health needs of clients, and respond to questions or concerns from family members. If an additional Mental Health Counselor is available, and the Court determines that additional support is necessary, either based on the scheduled court calendar or due to an urgent need, a second Mental Health Counselor may also be present on-site. Mental Health Counselors may also be assigned to other designated court locations on non-LPS Court days, as needed.

10. Assist with CARE Court and Assisted Outpatient Treatment (AOT) related needs, as requested by court or DBH, including 5150/5585 evaluations.

V. DBH OUTPATIENT CLINIC RESPONSIBILITIES

- A. Clinic designated staff are to maintain a file of all WIC 5200 Referral Forms obtained in secure location ensuring privacy and security of PHI.
- B. Clinic designated staff will document the appearance date on the WIC 5200 Referral Form, when the court ordered client appears, and will obtain a valid Authorization for Release of PHI to correspond with the Mental Health Counselors Office regarding the client's visit.
- C. After valid Authorization is received from the court ordered individual, Clinic designated staff will send the fully completed WIC 5200 Referral Form back to the Mental Health Counselors Office. This information is to be transmitted in compliance with HIPPA security requirements as outlined in this contract.

VI. MUTUAL RESPONSIBILITIES

In the event that DBH begins to receive an influx of court ordered clients as a result of the referenced WIC 5200 process, DBH and the Mental Health Counselors Office will collaboratively discuss methods for addressing concerns and/or required changes as needed.

VII. FACILITY LOCATION

If applicable, Contractor shall have hours of operation posted at the facility and visible to clients/customers that match the hours listed in the Contract. Contractor is responsible for notifying DBH of any changes in hours or availability. Notice of change in hours must be provided in writing to the DBH Access Unit at fax number 909-890-0353, as well as the DBH program contact overseeing the Contract.

- A. Contractor shall participate in DBH's annual evaluation of the program and shall make required changes in areas of deficiency.
- B. Contractor shall ensure that there are adequate budgeted funds to pay for all necessary treatment staff, supplies and tools.
- C. Contractor shall maintain a separate and clear audit trail reflecting expenditure of funds under this Agreement.
- D. Contractor shall make available to the DBH Program Manager or designee copies of all administrative policies and procedures utilized and developed for service location(s) and shall maintain ongoing communication with the Program Manager or designee regarding those policies and procedures.
- E. Contractor must submit a report to the DBH Program Manager or designee by the fifth (5th) of each month. At a minimum, the monthly report must include an overview of the total caseload and number of services provided. The report is to cover changes and status of staffing, program and services that impact service delivery under the Contract.
- F. Contractor shall submit additional reports as required by DBH.
- G. Contractor's Director or designee must attend regional meetings as scheduled, including monthly attendance at the Hospital Collaborative Committee Meeting co-facilitated by DBH and the Hospital Association of Southern California.

ADDENDUM I

- H. Vacancies or changes in staffing plan shall be submitted to the appropriate DBH Program Manager or designee within forty-eight (48) hours of Contractor’s knowledge of such occurrence. Such notice shall include a plan of action to address the vacancy or a justification for the staffing plan change.
- I. Contractor understands that compliance with all standards listed is required by the State and San Bernardino County. Failure to comply with any of the above requirements or Special Provisions below may result in payment being withheld until Contractor is in full compliance.

VIII. OUTCOME DATA REQUIREMENTS

- A. Contractor shall be responsible for collecting and entering data via the data collection instrument developed by San Bernardino County Department of Behavioral Health (DBH) using forms provided by DBH. Additionally, as required by Superior Court MHC staff, collect data on all clients referred to the agency. In addition to the below performance-based criteria, data collection shall include demographic data, the number of case openings, the number of case closings, discharge data and the services provided. Contractor shall collect data in a timely manner and submit it to DBH on a monthly basis.
- B. DBH shall be available to assist with development and training of MHC staff on Data Collection and Performance Outcome Requirements.
- C. The outcomes-based criteria which shall be achieved are as follows:

Goal	Key Outcome
Engage, educate, consult, and train clients and their families	Participation and empowerment of the client and, if possible, family/caregivers in treatment and services.
Foster, coordinate, and monitor connections with outside agencies and other levels of care	Referrals are made collaboratively and with due consideration of the impact changing providers may have on the client. (This includes referrals to and partnerships with the full array of local human service agencies and systems that are critical in addressing social determinants of health.) A total of seven hundred and fifty (750) community contacts will be provided with education and consultation.
Provide effective services that are continually reviewed and revised as needed	Reduce Hospitalization Provide a minimum of fifty thousand (50,000) minutes for court preparation and attendance on behalf of clients and their families.

ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS

Contractor Superior Court of California County of San Bernardino 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.

Anabel Romero
Printed name of authorized official

Signature of authorized official

Date

DATA SECURITY REQUIREMENTS

Pursuant to its contract with the State Department of Health Care Services, the Department of Behavioral Health (DBH) requires Contractor adhere to the following data security requirements:

A. Personnel Controls

1. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of DBH, or access or disclose DBH Protected Health Information (PHI) or Personal Information (PI) must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.
2. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
3. Confidentiality Statement. All persons that will be working with DBH PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The Statement must be signed by the workforce member prior to accessing DBH PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DBH inspection for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.
4. Background Check. Before a member of the workforce may access DBH PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

B. Technical Security Controls

1. Workstation/Laptop Encryption. All workstations and laptops that store DBH PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved in writing by DBH's Office of Information Technology.
2. Server Security. Servers containing unencrypted DBH PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
3. Minimum Necessary. Only the minimum necessary amount of DBH PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
4. Removable Media Devices. All electronic files that contain DBH PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb

drives, floppies, CD/DVD, Blackberry, backup tapes, etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

5. Antivirus / Malware Software. All workstations, laptops and other systems that process and/or store DBH PHI or PI must install and actively use comprehensive anti-virus software / Antimalware software solution with automatic updates scheduled at least daily.
6. Patch Management. All workstations, laptops and other systems that process and/or store DBH PHI or PI must have all critical security patches applied with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Application and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
7. User IDs and Password Controls. All users must be issued a unique user name for accessing DBH PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a nondictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every ninety (90) days, preferably every sixty (60) days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Non-alphanumeric characters (special characters)
8. Data Destruction. When no longer needed, all DBH PHI or PI must be wiped using the Gutmann or U.S. Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of DBH's Office of Information Technology.
9. System Timeout. The system providing access to DBH PHI or PI must provide an automatic timeout, requiring reauthentication of the user session after no more than twenty (20) minutes of inactivity.
10. Warning Banners. All systems providing access to DBH PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
11. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DBH PHI or PI, or which alters DBH PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DBH PHI or PI is stored in a database, database logging functionality must be enabled.

Audit trail data must be archived for at least ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

12. Access Controls. The system providing access to DBH PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
13. Transmission Encryption. All data transmissions of DBH PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing DBH PHI can be encrypted. This requirement pertains to any type of DBH PHI or PI in motion such as website access, file transfer, and E-Mail.
14. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting DBH PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

C. Audit Controls

1. System Security Review. Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing DBH PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
2. Log Review. All systems processing and/or storing DBH PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
3. Change Control. All systems processing and/or storing DBH PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

D. Business Continuity/Disaster Recovery Controls

1. Emergency Mode Operation Plan. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of DBH PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
2. Data Backup Plan. Contractor must have established documented procedures to backup DBH PHI to maintain retrievable exact copies of DBH PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DBH PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DBH data.

E. Paper Document Controls

1. Supervision of Data. DBH PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DBH PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
2. Escorting Visitors. Visitors to areas where DBH PHI or PI is contained shall be escorted and DBH PHI or PI shall be kept out of sight while visitors are in the area.

3. Confidential Destruction. DBH PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
4. Removal of Data. Only the minimum necessary DBH PHI or PI may be removed from the premises of Contractor except with express written permission of DBH. DBH PHI or PI shall not be considered “removed from the premises” if it is only being transported from one of Contractor’s locations to another of Contractor’s locations.
5. Faxing. Faxes containing DBH PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
6. Mailing. Mailings containing DBH PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible.

Mailings which include 500 or more individually identifiable records of DBH PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DBH to use another method is obtained.