



Contract Number

SAP Number

Department of Behavioral Health

Department Contract Representative	Shane Hibbard-Miller
Telephone Number	(909) 386-8264
Contractor	West End Family Counseling Services
Contractor Representative	Laura Tapia
Telephone Number	(909) 983-2020
Contract Term	July 1, 2026 through March 31, 2030
Original Contract Amount	\$11,405,880
Amendment Amount	N/A
Total Contract Amount	\$11,405,880
Cost Center	9207091000
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 West End Family Counseling Services referenced above, hereinafter called Contractor.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to designate a contractor of choice to provide Comprehensive Treatment Services: School-Aged Treatment Services (SATS), as further described in the description of program services; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below:

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I. Definition of Terminology

- A. Wherever in this document and in any attachments hereto, the terms "Contract" and/or "Agreement" are used to describe the conditions and covenants incumbent upon the parties hereto, these terms are interchangeable.
- B. The terms beneficiary, client, consumer, customer, participant, or patient are used interchangeably throughout this document and refers to the individual(s) receiving services.
- C. Definition of May, Shall and Should. Whenever in this document the words "may," "shall" and "should" are used, the following definitions shall apply: "may" is permissive; "shall" is mandatory; and "should" means desirable.
- D. Subcontractor - An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Contractor who is performing services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor.
- E. The term "County's billing and transactional database system" refers to the centralized data entry system used by the Department of Behavioral Health (DBH) for patient and billing information.
- F. The term "Director," unless otherwise stated, refers to the Director of DBH for San Bernardino County.
- G. The 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 Behavioral Health Services Oversight and Accountability Commission (BHSOAC) (formerly the Mental Health Services Oversight and Accountability Commission), 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 well-being 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 – Program Support & Accounting Services Division.
- K. Behavioral Health Services Act (BHSA) - Proposition 1 Behavioral Health Services Act (BHSA): The BHSA, passed in 2024, replaces the Mental Health Services Act (MHSA) of 2004. The MHSA imposed a one percent (1%) tax on personal income over one million dollars (\$1,000,000) to serve individuals with serious mental illness (SMI) and individuals that may be at risk of developing serious mental health conditions. The BHSA reforms funding to prioritize services for people with the most significant mental health needs, while adding the treatment of substance use disorders (SUD), expanding housing interventions, and increasing the behavioral health workforce. It also enhances oversight, transparency, and accountability at the state and local levels.

II. General Contract Requirements

A. Recitals

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

B. Change of address

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

C. Choice of Law

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

D. Contract Exclusivity

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

E. Material Misstatement/Misrepresentation

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

F. Mutual Covenants

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

G. Notice of Delays

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

H. Relationship of the Parties

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

I. Time of the Essence

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

III. Contract Supervision

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

IV. Performance

- A. Under this Agreement, the Contractor shall provide those services, which are dictated by attached Addenda, Schedules and/or Attachments; specifically, contractor will provide the services listed on **Addendum I School-Aged Treatment Services (SATS) Service Descriptions**. The Contractor agrees to be knowledgeable in and apply all pertinent local, State, and Federal laws and regulations, including, but not limited to those referenced in the body of this Agreement. In the event information in the Addenda, Schedules and/or Attachments conflicts with the basic Agreement, then information in the Addenda, Schedules and/or Attachments shall take precedence to the extent permitted by law.
- B. Contractor shall provide Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) services for full scope Medi-Cal beneficiaries under age 21 in accordance with applicable provisions of law and Addendum I.
- C. Limitations on Moral Grounds
 - 1. Contractor shall not be required to provide, reimburse for, or provide coverage of a counseling or referral service if the Contractor objects to the service on moral or religious grounds.
 - 2. If Contractor elects not to provide, reimburse for, or provide coverage of a counseling or referral service because of an objection on moral or religious grounds, it must furnish information about the services it does not cover as follows:
 - a. To DBH:
 - i. After executing this Contract.
 - ii. Whenever Contractor adopts the policy during the term of the Contract.
 - b. Consistent with the provisions of 42 Code of Federal Regulations part 438.10:
 - i. To potential beneficiaries before and during enrollment.

- ii. To beneficiaries at least thirty (30) days prior to the effective date of the policy for any particular service.

D. Contractor is prohibited from offering Physician Incentive Plans, as defined in Title 42 CFR Sections 422.208 and 422.210, unless approved by DBH in advance that the Plan(s) complies with the regulations.

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

F. 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. For Mental Health Services Act (MHSA) programs and/or Behavioral Health Services Act (BHSA) programs, Contractor agrees to meet the goals and intention of the program as indicated in the related MHSA/BHSA Component Plan and most recent update.

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

BHSOAC, 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. Contractor shall provide information by entering or uploading required data into:
 - a. County's billing and transactional database system.
 - b. DBH's client information system and, when available, its electronic health record system.
 - c. The "Data Collection and Reporting" (DCR) system, which collects and manages Full Service Partnership (FSP) information.
 - d. Individualized data collection applications as specified by DBH, such as Objective Arts and the Prevention and Early Intervention (PEI) Database.
 - e. Any other data or information collection system identified by DBH, the BHSOAC, OSHPD or DHCS.
3. Contractor shall comply with all requirements regarding paper or online forms:
 - a. Bi-Annual Client Perception Surveys (paper-based): twice annually, or as designated by DHCS. Contractor shall collect consumer perception data for clients served by the programs. The data to be collected includes, but not limited to, the client's perceptions of the quality and results of services provided by the Contractor.
 - b. Client preferred language survey (paper-based), if requested by DBH.

- c. Intermittent services outcomes surveys.
 - d. Surveys associated with services and/or evidence-based practices and programs intended to measure strategy, program, component, or system level outcomes and/or implementation fidelity.
 - e. Network Adequacy Certification Tool (NACT) as required by DHCS and per DBH instructions.
4. Data must be entered, submitted and/or updated in a timely manner for:
 - a. All FSP and non-FSP clients: this typically means that client, episode and service-related data shall be entered into the County's billing and transactional database system.
 - b. All services, programs, and survey data will be provided in accordance with all DBH established timelines.
 - c. Required information about FSP clients, including assessment data, quarterly updates and key events shall be entered into the DCR online system by the due date or within forty-eight (48) hours of the event or evaluation, whichever is sooner.
 5. 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.
 6. Data collection requirements may be modified or expanded according to local, State, and/or Federal requirements.
 7. 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.
 8. 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.

G. 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.

H. 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.

I. 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.

J. 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 are 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 competence 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.

K. Access by Public Transportation

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

L. 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 accommodation, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities [(42 C.F.R. § 438.206(b)(1) and (c)(3)].

M. 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.

N. 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.

O. Disaster Response

1. In the event that a local, State, or Federal emergency is proclaimed within San Bernardino County, Contractor shall cooperate with the County in the implementation of the DBH Disaster Response Plan. This may include deployment of Contractor staff to provide services in the community, in and around county areas under mutual aid contracts, in shelters and/or other designated areas.
2. Contractor shall provide the DBH Disaster Coordinator with a roster of key administrative and response personnel including after-hours phone numbers, pagers, and/or cell phone numbers to be used in the event of a regional emergency or local disaster. These numbers will be kept current by quarterly reports to the County by Contractor. The County shall keep such information confidential and not release anything other than to authorized County personnel or as otherwise required by law.
3. Contractor shall ensure that, within three months from the Contract effective date, at least twenty-five percent (25%) of Contractor's permanent direct service staff participates in a disaster response orientation and training provided by the County or County's designee.
4. Said twenty-five percent (25%) designated Contractor permanent direct service staff shall complete the following disaster trainings as prerequisites to the DBH live trainings held annually, which are available online on the Federal Emergency Management Agency (FEMA) website at <https://training.fema.gov/is/crslst.aspx>.

- a. IS: 100
 - b. IS: 200
 - c. IS: 700
 - d. IS: 800
5. The County agrees to reimburse Contractor for all necessary and reasonable expenses incurred as a result of participating in the County's disaster response at the request of County. Any reasonable and allowable expenses above the Contract maximum will be subject to negotiations.
6. Contractor shall provide the DBH with the key administrative and response personnel including after-hours phone numbers, pagers, and/or cell phone numbers to be used in the event of a regional emergency or local disaster. Updated reports are due fourteen (14) days after the close of each quarter. Please send updated reports to:

Office of Disaster and Safety
303 E. Vanderbilt Way
San Bernardino, CA 92415
safety@dbh.sbcounty.gov

P. 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.

Q. Damage to County Property, Facilities, Buildings, or Grounds (If Applicable)

Contractor shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Contractor shall notify DBH within two (2) business days when such damage has occurred. All repairs or replacements must be approved by the County in writing, prior to the Contractor's commencement of repairs or replacement of reported damaged items. Such repairs shall be made as soon as possible after Contractor receives written approval from DBH but no later than thirty (30) days after the DBH approval.

If the Contractor fails to make timely repairs to County vehicles, facilities, buildings, or ground caused by the willful or negligent act of Contractor or employees or agents of the Contractor, the County may make any necessary repairs. The Contractor, as determined by the County, for such repairs shall repay all costs incurred by the County, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County.

R. Damage to County Issued/Loaned Equipment (If Applicable)

- 1. Contractor shall repair, at its own cost, all damage to County equipment issued/loaned to Contractor for use in performance of this Contract. Such repairs shall be made

immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

2. If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor shall repay all costs incurred by the County, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County.
3. If a virtual private network (VPN) token is lost or damaged, Contractor must contact DBH immediately and provide the username assigned to the VPN Token. DBH will obtain a replacement token and assign it to the user account. Contractor will be responsible for the VPN token replacement fee.

S. **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.

T. **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.

V. 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 for the 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 in 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 non-payment 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 and ten 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. This Agreement is federally funded and subject to the additional terms on Attachment IV Federal Contracting Provisions.
- G. If the Contractor provides services under the Medi-Cal program and if the Federal government reduces its participation in the Medi-Cal program, the County agrees to meet with Contractor to discuss renegotiating the total minutes/hours of time required by this Agreement.
- H. 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.
- I. The allowable funding sources for this Contract may include: 1991 Realignment, 2011 Realignment, and Medi-Cal Federal Financial Participation revenue. Federal funds may not be used as match funds to draw down federal funds.
- J. The maximum financial obligation under this contract shall not exceed \$11,405,880 for the contract term.

VI. Provisional Payment

Cost Reimbursement Provision:

- 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. County's adjustments to provisional reimbursements to Contractor will be based upon State adjudication of Medi-Cal claims, contractual limitations of this Agreement, application of various County, State and/or Federal reimbursement limitations, application of any County, State and/or Federal policies, procedures and regulations and/or County, State or Federal audits, all of which take precedence over monthly claim reimbursement. State adjudication of Medi-Cal claims, audits, as such payments, are subject to future County, State and/or Federal adjustments.
- C. 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.
 3. Reimbursement Rates for Institutions for Mental Diseases: Pursuant to Section 5902 (e) of the WIC, Institutions for Mental Diseases (IMD), which are licensed by the DHCS, will be reimbursed at the rate(s) established by DHCS.
 4. Reimbursement for mental health services claimed and billed through the DBH treatment claims processing information system will utilize provisional rates.
 5. It is the responsibility of Contractor to access MyAvatar reports and make any necessary corrections to the denied Medi-Cal services and notify the County. The County will resubmit the corrected services to DHCS for adjudication.
 6. In the event that the denied claims cannot be corrected, and therefore DHCS will not adjudicate and approve the denied claims, Contractor is required to follow DBH's Overpayment Policy COM0954, which has been provided or will be provided to Contractor at its request.
- D. 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' General Ledger 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 each fiscal year period (FYs 2026-27, 2027-28, 2028-29, 2029-30), 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. 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.
- E. Monthly payments for Short-Doyle Medi-Cal (SD/MC) billable mode of services, mode 5, 10 and/or 15, will be based on actual units of service reported on Charge Data Invoices claimed to the State times the provisional rates in the DBH claiming system, and non-billable mode of services, mode 45 and 60, will be based on cost reimbursement, provided that the total of all payments to Contractor [and all other contract providers if applicable for an aggregate] for **School-Aged Treatment Services** shall not exceed Contracted amount or County's Maximum Obligation. (The current CalAIM Payment Reform Rate Schedule is set forth in Exhibit 1 attached hereto.) The provisional rates will be reviewed at least once a year throughout the life of the Contract and shall closely approximate final actual cost per unit rates for allowable costs. All approved provisional rates will be superseded by actual cost per unit rate.
1. In accordance with WIC 14705 (c) Contractor shall ensure compliance with all requirements necessary for Medi-Cal reimbursement.
- F. 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)].
- G. All approved provisional rates, including new fiscal year rates and mid-year rate changes, will only be effective upon Fiscal Designee approval.
- H. 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.
- I. Contractor shall maximize the Federal Financial Participation reimbursement by claiming all possible SD/MC Medi-Cal services and correcting denied services for resubmission, if applicable.
- J. 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.
- K. Contractor shall input Charge Data Invoices (CDI's) or equivalent into the County's billing and transactional database system by the seventh (7th) day of the month for the previous month's Medi-Cal based services. Contractor will be paid based on Medi-Cal claimed services in the County's billing and transactional database system for the previous month. Services cannot be billed by the County to the State until they are input into the County's billing and transactional database system.

- L. 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.
- M. 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.
- N. As this contract may be funded in whole or in part with Mental Health Services Act funds signed into law January 1, 2005 and/or Behavioral Health Services Act funds, signed into law on March 1, 2024, Contractor must verify client eligibility for other categorical funding, prior to utilizing MHSA/BHSA funds. Failure to verify eligibility for other funding may result in non-payment for services. Also, if audit findings reveal Contractor failed to fulfill requirements for categorical funding, funding source will not revert to MHSA/BHSA. Contractor will be required to reimburse funds to the County.
- O. 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).
- P. 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.
- Q. 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.
- R. As applicable, for Federal Funded Program, Contractor shall charge the County program a de Minimis fifteen percent (15%) 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 pre-approved 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 costs instead of estimated costs.

S. 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.

T. 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.

Fee-For-Service (FFS) Provision:

- U. Monthly payments for SD/MC billable mode of services, mode 5, 10 and/or 15, will be based on actual units of service reported on Charge Data Invoices claimed to and reimbursed by the State, and services deemed by the State to be DBH responsibility at the rates specified on the referenced agreed upon **(FFS) reimbursement rates** for this agreement, and non-billable mode of service, mode 45 and 60, will be based on cost reimbursement, provided that the total of all payments to Contractor [and all other contract providers if applicable for an aggregate] for **School-Aged Treatment Services** shall not exceed Contracted amount or County's Maximum Obligation.
- V. 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. 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.

a. For the period of January 1, 2026 through May 31, 2026, DBH will reconcile monthly payments for SD/MC billable mode of services, mode 5, 10 and/or 15, to ensure provider payments are made at a minimum of 1/12th of the maximum allocations for the Medi-Cal billable services.

W. The Parties acknowledge that each party is solely responsible for any tax obligations it may incur as a result of the payment or receipt of the Settlement Amount, as applicable.

X. 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.

Y. 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.

Z. As this contract may be funded in whole or in part with Mental/Behavioral Health Services Act funds signed into law January 1, 2005, Contractor must verify client eligibility for other categorical funding, prior to utilizing Mental/Behavioral Health Services Act funds. Failure to verify eligibility for other funding may result in non-payment for services. Also, if audit findings reveal Contractor failed to fulfill requirements for categorical funding, funding source will not revert to Mental/Behavioral Health Services Act. Contractor will be required to reimburse funds to the County.

AA. 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).

BB. 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.

CC. The FFS reimbursement rates are established by DBH for San Bernardino County. DBH will take into consideration requests for changes to Contract funding as applicable and appropriate. All requests for changes must be submitted in writing by Contractor to the DBH Deputy Director of Youth Collaborative & Justice Involved Services, or designee. Any modification must be approved in writing by DBH and shall be subject to all applicable provisions of this Contract.

DD. Contractor may contact DBH Quality Management directly with questions pertaining to appropriate and compliant documentation via telephone at (909) 386-8227, or via email at

DBH-QualityManagementDivision@dbh.sbcounty.gov so that DBH QM may respond or direct questions to a designee for response.

VII. 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.

VIII. RESERVED

IX. 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.

X. 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.

- I. If the Contractor has been approved by the County to submit Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Medi-Cal claims, audit exceptions of Medi-Cal eligibility will be based on a statistically valid sample of EPSDT Medi-Cal claims by mode of service for the fiscal year projected across all EPSDT Medi-Cal claims by mode of service.

XI. Single Audit Requirement

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

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

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

- F. The cost of the audit made in accordance with the provisions of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards can be charged to applicable Federal awards. However, the following audit costs are unallowable:
1. Any costs when audits required by the Single Audit Act that have not been conducted or have been conducted but not in accordance with the Single Audit requirement.
 2. Any costs of auditing that is exempted from having an audit conducted under the Single Audit Act and Subpart F – Audit Requirements because its expenditures under Federal awards are less than the threshold amount during the Contractor's fiscal year.

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

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

- G. Contractor must prepare appropriate financial statements, including Schedule of Expenditures for Federal Awards (SEFA).
- H. The work papers and the audit reports shall be retained for a minimum of ten (10) years from the date of the final audit report, and longer if the independent auditor is notified in writing by the County to extend the retention period.
- I. Audit work papers shall be made available upon request to the County, and copies shall be made as reasonable and necessary.

XII. 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.

XIII. 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.

XIV. Duration and Termination

- A. The term of this Agreement shall be from July 1, 2026 through March 31, 2030 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.

XV. Accountability: Revenue

- A. RESERVED
- B. Charges for services to either patients or other responsible persons shall be at actual costs.
- C. Under the terms and conditions of this Agreement, where billing accounts have crossover Medicare and/or Insurance along with Medi-Cal, Contractor shall first bill Medicare and/or the applicable insurance, then provide to the DBH Business Office copies of Contractor's bill and the remittance advice (RA) that show that the bill was either paid or denied. The DBH Business Office, upon receipt of these two items, will proceed to have the remainder of the claim submitted to Medi-Cal. Without these two items, the accounts with the crossover Medicare and/or Insurance along with Medi-Cal will not be billed. Projected Medicare revenue to be collected during the Contract period is zero (\$0), which is shown on Line 7 of the Schedule A.

Contractor acknowledges that it is obligated to report all revenue received from any source, including Medicare revenue, in its monthly claim for reimbursement, pursuant to Provisional Payment Article, and in its cost report in accordance with Annual Cost Report Settlement Article.

XVI. Patient/Client Billing

A. Contractor shall comply with all County, State and Federal requirements and procedures relating to:

1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with State guidelines and WIC Sections 5709 and 5710.
2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicare, private insurance, or other third-party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Contractor shall pursue and report collection of all patient/client and other revenue.
3. Contractor shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.
4. Failure of Contractor to report in all its claims and its annual cost report all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of Medi-Cal beneficiaries receiving services hereunder shall result in:
 - a. Contractor's submission of revised claim statement showing all such non-reported revenue.
 - b. A report by the County to DHCS of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries.
 - c. Any appropriate financial adjustment to Contractor's reimbursement.

B. Any covered services provided by Contractor or subcontractor shall not be billed to patients/clients for an amount greater than the County rate [42 C.F.R. § 438.106(c)].

C. Consumer/Client Liability for Payment

Pursuant to California Code of Regulations, Title 9, Section 1810.365, Contractor or subcontractor of Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from the consumer/client or persons acting on behalf of the consumer/client for any specialty mental health or related administrative services provided under this Contract, except to collect other health insurance coverage, share of cost, and co-payments. Consistent with 42 C.F.R., Section 438.106, Contractor or sub-contractor of Contractor shall not hold the consumer/client liable for debts in the event that Contractor becomes insolvent for costs of covered services for which DBH does not pay Contractor; for costs of covered services for which DBH or Contractor does not pay Contractor's subcontractors; for costs of covered services provided under a contract, referral or other arrangement rather than from DBH; or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a consumer/client with an emergency psychiatric condition.

XVII. Personnel

- A. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff as required by Title 9 of the California Code of Regulations for the mode(s) of service described in this Agreement. Contractor shall also satisfy any other staffing requirements necessary to participate in the Short-Doyle/Medi-Cal program, if so funded.
- B. Contractor must follow DBH's credentialing and re-credentialing policy that is based on DHCS' uniform policy. Contractor must follow a documented process for credentialing and re-credentialing of Contractor's staff [42 C.F.R. §§ 438.12(a)(2) and 438.214(b)].
- C. Contractor shall ensure the Staff Master is updated regularly for each service provider with the current employment and license/certification/registration/waiver status in order to bill for services and determine provider network capacity. Updates to the Staff Master shall be completed, including, but not limited to, the following events: new registration number obtained, licensure obtained, licensure renewed, and employment terminated. When updating the Staff Master, provider information shall include, but not limited to, the following: employee name; professional discipline; license, registration or certification number; National Provider Identifier (NPI) number and NPI taxonomy code; County's billing and transactional database system number; date of hire; and date of termination (when applicable).
- D. Contractor shall comply with DBH's request(s) for provider information that is not readily available on the Staff Master form or the Management Information System as DBH is required by Federal regulation to update its paper and electronic provider directory, which includes contract agencies and hospitals, at least monthly.
- E. 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.
- F. Statements of Disclosure
 - 1. Contractor shall submit a statement of disclosure of ownership, control and relationship information regarding its providers, managing employees, including agents and managing agents as required in Title 42 of the Code of Federal Regulations, Sections 455.104 and 455.105 for those having five percent (5%) or more ownership or control interest. This statement relates to the provision of information about provider business transactions and provider ownership and control and must be completed prior to entering into a contract, during certification or re-certification of the provider; within thirty-five (35) days after any change in ownership; annually; and/or upon request of the County. The disclosures to provide are as follows:
 - a. Name and address of any person (individual or corporation) with an ownership or control interest in Contractor's agency. The address for corporate entities

shall include, as applicable, a primary business address, every business location and a P.O. box address.

- b. Date of birth and Social Security Number (if an individual).
- c. Other tax identification number (if a corporation or other entity).
- d. Whether the person (individual or corporation) with an ownership or control interest in the Contractor's agency is related to another person with ownership or control in the same or any other network provider of the Contractor as a spouse, parent, child or sibling.
- e. The name of any other disclosing entity in which the Contractor has an ownership or control interest.
- f. The name, address, date of birth and Social Security Number of any managing employee of the Contractor.

2. Contractor shall also submit disclosures related to business transactions as follows:

- a. Ownership of any subcontractor with whom the Contractor has had business transactions totaling more than twenty-five thousand dollars (\$25,000) during the twelve (12) month period ending on the date of the request.
- b. Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the five (5) year period ending on the date of a request by County.

3. Contractor shall submit disclosures related to persons convicted of crimes regarding the Contractor's management as follows:

- a. The identity of any person who is a managing employee, owner or person with controlling interest of the Contractor who has been convicted of a crime related to Federal health care programs.
- b. The identity of any person who is an agent of the Contractor who has been convicted of a crime related to Federal health care programs. Agent is described in 42 C.F.R. §455.101.
- c. The Contractor shall supply the disclosures before entering into a contract and at any time upon the County's request.

G. 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.

H. 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.

I. 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.

J. 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.

K. Trafficking Victims Protection Act of 2000

In accordance with the Trafficking Victims Protection Act (TVPA) of 2000, the Contractor certifies that at the time the Contract is signed, the Contractor will remain in compliance with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104). For access to the full text of the award term, go to: <http://www.samhsa.gov/grants/grants-management/policies-regulations/additional-directives>.

The TVPA strictly prohibits any Contractor or Contractor employee from:

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

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

L. 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.

M. Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), if Applicable

Contractor has disclosed to the County using Attachment III – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than five hundred dollars (\$500) to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or two (2) twelve (12) months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than five hundred dollars (\$500) to any member of the Board of Supervisors or other County elected officer for twelve (12) months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than five hundred dollars (\$500) to any member of the Board of Supervisors or other County elected officer within the preceding twelve (12) months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

XVIII. 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 five 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.

XIX. 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); and
 2. Accreditation results, including recommended actions or improvements, corrective action plans, and summaries of findings; and
 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 extensions [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.
 - 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. If Contractor receives Medi-Cal reimbursement, Contractor shall review the organization and all its employees, subcontractors, agents and physicians for eligibility against the DHCS S&I List to ensure that Ineligible Persons are not employed or retained to provide services related to this Contract. Contractor shall conduct this review before hire or contract start date and then no less than once a month thereafter.
 - a. S&I List can be accessed at <https://data.chhs.ca.gov/dataset/provider-suspended-and-ineligible-list-s-i-list>
 4. Contractor shall certify or attest that no staff member, officer, director, partner or principal, or sub-contractor is "excluded" or "suspended" from any Federal health care program, federally funded contract, state health care program or state funded contract. This certification shall be documented by completing the Attestation Regarding Ineligible/Excluded Persons (**Attachment 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
550 Hospitality Lane, Suite 100
San Bernardino, CA 92415-0026

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

5. Contractor acknowledges that Ineligible Persons are precluded from employment and from providing Federal and State funded health care services by contract with County.
6. 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.
7. 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.
8. Contractor shall immediately notify DBH should an employee become sanctioned or excluded by the OIG, GSA, and/or DHCS.

XX. 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)].

XXI. 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. Provider List
- Contractor shall ensure that staff is knowledgeable of and compliant with State and DBH policy/procedure regarding DBH Provider Directories. Contractor agrees to demonstrate that staff knows how to access Provider List as required by DBH.

G. Beneficiary Informing Materials

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

H. 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.

I. State Notices shall take precedence in the event of conflict with the terms and conditions of this Agreement.

J. In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactorily to both parties.

K. 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.

L. Notice of Adverse Benefit Determination Procedures

Contractor shall ensure that staff is knowledgeable of and compliant with State law and DBH policy/procedure regarding the issuance of Notice of Adverse Benefit Determinations (NOABDs).

M. 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.

N. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies,

information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge San Bernardino County Department of Behavioral Health as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with and approved by the County prior to publication. Contractor shall receive written permission from DBH prior to publication of said training materials.

O. 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.

P. 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.

Q. 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. Assets purchased with Medi-Cal Federal Financial Participation (FFP) funds shall be capitalized and expensed according to Medi-Cal (Centers for Medicare and Medicaid Services) regulation.
5. 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.
6. 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.

R. 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.

S. 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.

T. 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.

XXII. 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 re-identification.
 - 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 it 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. General Requirement

As a condition for receiving payment under a Medi-Cal managed care program, Contractor shall comply with the provisions of Title 42 C.F.R. Sections 438.604, 438.606, 438.608 and 438.610. Contractor must have administrative and management processes or procedures, including a mandatory compliance plan, that are designed to detect and prevent fraud, waste or abuse.

- a. If Contractor identifies an issue or receives notification of a complaint concerning an incident of possible fraud, waste, or abuse, Contractor shall immediately notify DBH; conduct an internal investigation to determine the validity of the issue/complaint; and develop and implement corrective action if needed.
- b. If Contractor's internal investigation concludes that fraud or abuse has occurred or is suspected, the issue is egregious, or beyond the scope of the Contractor's ability to pursue, the Contractor shall immediately report to the DBH Office of Compliance for investigation, review and/or disposition.
- c. Contractor shall immediately report to DBH any overpayments identified or recovered, specifying the overpayments due to potential fraud.

- d. Contractor shall immediately report any information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility, including changes in the beneficiary's residence or the death of the beneficiary.
- e. Contractor shall immediately report any information about a change in contractor's or contractor's staff circumstances that may affect eligibility to participate in the managed care program.
- f. Contractor shall implement and maintain processes or procedures designed to detect and prevent fraud, waste or abuse that includes provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered by Contractor were actually furnished to beneficiaries, demonstrate the results to DBH, and apply such verification procedures on a regular basis.
- g. Contractor understands DBH, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time if there is a reasonable possibility of fraud or similar risk.

2. 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 Contractor'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
550 Hospitality Lane, Suite 100
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
550 Hospitality Lane, Suite 100
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 take reasonable precautions to ensure that the coding of health care claims and billing for same are prepared and submitted in an accurate and timely manner and are consistent with Federal, State and County laws and regulations as well as DBH's policies and/or agreements with third party payers. This includes compliance with Federal and State health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or its agents.
- ii. Contractor shall not submit false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind.
- iii. Contractor shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, Contractor shall use only correct billing codes that accurately describe the services provided.
- iv. Contractor shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified by the County, Contractor, outside auditors, etc.
- v. 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.
- vi. 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

XXIII. 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.

XXIV. Confidentiality

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

- A. Contractor shall have all employees acknowledge an Oath of Confidentiality mirroring that of DBH's, including confidentiality and disclosure requirements, as well as sanctions related to non-compliance. Contractor shall have all employees sign acknowledgement of the Oath on an annual basis.
- B. Contractor shall not use or disclose PHI other than as permitted or required by law.

XXV. Admission Policies

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

XXVI. 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 eighteen (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.

XXVII. 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.

XXVIII. 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.

XXIX. 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.

XXX. 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 ensure that all subcontracting agencies meet the monitoring requirements associated with funding regulations.
6. A budget sheet outlining how the subcontracting agency will spend the allocation.
7. Additionally, each MOU shall contain the following requirements:
 - a. Subcontractor shall comply with the Right to Monitor and Audit Performance and Records requirements, as referenced in the Performance Article.
 - b. Subcontractor agrees to comply with Personnel Article related to the review of applicable Federal databases in accordance with Title 42 of the Code of Federal Regulations, Section 455.436, and applicable professional disciplines and licensing and/or certifying boards' code of ethics and conduct.
 - c. Subcontractor shall operate continuously throughout the term of the MOU with all licenses, certifications, and/or permits as are necessary to perform services and comply with Licensing, Certification, and Accreditation Article related to excluded and ineligible status.
 - d. Subcontractor agrees to perform work under this MOU in compliance with confidentiality requirements, as referenced in the Confidentiality and Laws and Regulations Articles.
 - e. MOU is governed by, and construed in accordance with, all laws and regulations, and all contractual obligations of the Contractor under the primary contract.
 - f. Subcontractor's delegated activities and reporting responsibilities follow the Contractor's obligations in the primary contract.
 - g. Subcontractor shall be knowledgeable in and adhere to primary contractor's program integrity requirements and compliance program, as referenced in the Laws and Regulations Article.
 - h. Subcontractor agrees to not engage in unlawful discriminatory practices, as referenced in the Nondiscrimination Article.

B. Any subcontracting agency must be approved in writing by DBH and shall be subject to all applicable provisions of this Contract. The Contractor will be fully responsible for the performance, duties and obligations of a subcontracting agency, including the determination of the subcontractor selected and the ability to comply with the requirements of this Contract. DBH will not reimburse contractor or subcontractor for any expenses rendered without DBH approval of MOU in writing in the fiscal year the subcontracting services started.

- C. At DBH's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by DBH, resumes of proposed subcontractor personnel.
- D. Contractor shall remain directly responsible to DBH for its subcontractors and shall indemnify the County for the actions or omissions of its subcontractors under the terms and conditions specified in Indemnification and Insurance Article.
- E. Ineligible Persons
Contractor shall adhere to Prohibited Affiliations and Licensing, Certification and Accreditation Articles regarding Ineligible Persons or Excluded Parties for its subcontractors.
- F. Upon expiration or termination of this Contract for any reason, DBH will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with DBH.

XXXI. 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 Indemnification and Insurance Requirements.

XXXII. Indemnification and Insurance

- A. Indemnification
Contractor agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
- B. Additional Insured
All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
- C. Waiver of Subrogation Rights
Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and

subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

D. Policies Primary and Non-Contributory

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

E. Severability of Interests

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

F. Proof of Coverage

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

G. Acceptability of Insurance Carrier

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

H. Deductibles and Self-Insured Retention

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

I. Failure to Procure Coverage

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

J. Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management, or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of

the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

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

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

K. Insurance Specifications

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

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

1. Workers' Compensation/Employers Liability

A program of Workers' Compensation insurance or a State-approved, Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

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

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

2. Commercial/General Liability Insurance

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

- a. Premises operations and mobile equipment.

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

3. Automobile Liability Insurance

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

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

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

4. Umbrella Liability Insurance

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

5. 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.

L. Professional Services Requirements

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

or

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

or

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

2. Abuse/Molestation Insurance – The Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation, and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
3. If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The “claims made” insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

XXXIII. 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. Contractor shall not discriminate against Medi-Cal eligible individuals who require an assessment or meet medical necessity criteria for specialty mental health services on the

basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability and will not use any policy or practice that has the effect of discriminating on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability [42 C.F.R. § 438.3(d)(4)].

G. 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 <https://calcivilrights.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.

XXXIV. 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.

XXXV. Assignment

- A. This Agreement shall not be assigned by Contractor, either in whole or in part.
- 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 client's 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.

XXXVI. Legality and Severability

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

XXXVII. 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.

XXXVIII. 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.

XXXIX. Conclusion

- A. This Agreement consisting of Fifty-nine (59) 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

West End Family Counseling Services
(Print or type name of corporation, company, contractor, etc.)

► _____
 Dawn Rowe, Chair, Board of Supervisors

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

Dated: _____

Name Laura Tapia
(Print or type name of person signing contract)

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

Title Executive Director, CEO
(Print or Type)

By _____
Deputy

Dated: _____

Address 855 N. Euclid Ave.

Ontario, CA 91762

Approved as to Legal Form
 ► _____
 Dawn Martin, Deputy County Counsel
 Date _____

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

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

SCHEDULE A - Planning Estimates

CalAim/Fee for Service

Contractor Name:	West End Family Counseling Services
RU #	3629E
Contract # / RFP #	25-172
Address:	9445 Fairway View Place, Ste 100
City, State, Zip Code:	Rancho Cucamonga, CA 91730
Date Form Completed:	3/5/2026
Prepared by:	Raymond Vargas
Title:	Director of Operations and Finance

SAN BERNARDINO COUNTY
 DEPARTMENT OF BEHAVIORAL HEALTH
School-Aged Treatment Services (SATS)
 FY 2026-2027
 July 1, 2026 - June 30, 2027

LINE #	MODE OF SERVICE	15 (Outpatient)					TOTAL
		Case Management & ICC (01-09)	Mental Health Services (10-50)	Intensive Home Based Services (57)	Medication Support (60-69)	Crisis Intervention (70)	
1	100% Distribution %	12.00%	83.45%	3.00%	1.35%	0.20%	100.00%
EXPENSES							
2	SALARIES	236,974	1,647,956	59,243	26,660	3,950	1,974,783
3	BENEFITS	47,394	329,588	11,849	5,332	790	394,953
	(2+3 must equal total staffing costs)	284,368	1,977,545	71,092	31,991	4,739	2,369,736
4	OPERATING EXPENSES	80,620	560,644	20,155	9,070	1,344	671,832
5	TOTAL EXPENSES (2+3+4)	364,988	2,538,188	91,247	41,061	6,083	3,041,568
AGENCY REVENUES							
6	PATIENT FEES						0
7	PATIENT INSURANCE						0
8	MEDI-CARE						0
9	GRANTS/OTHER						0
10	TOTAL AGENCY REVENUES (6+7+8+9)	0	0	0	0	0	0
11	CONTRACT AMOUNT (5-10)	364,988	2,538,188	91,247	41,061	6,083	3,041,568
FUNDING							
	Mix %	Share %					
12	100.00% MEDI-CAL (FFP)	206,218	1,434,076	51,555	23,200	3,437	1,718,486
13	1991 Realignment	51,098	355,346	12,775	5,749	852	425,820
14	2011 Realignment	107,672	748,766	26,918	12,113	1,795	897,263
	FUNDING TOTAL	364,988	2,538,188	91,247	41,061	6,083	3,041,568
15	NET COUNTY FUNDS (Local Cost) MUST = ZERO	0	0	0	0	0	0
16	STATE FUNDING (including Realignment)	158,770	1,104,112	39,692	17,862	2,646	1,323,082
17	FEDERAL FUNDING	206,218	1,434,076	51,555	23,200	3,437	1,718,486
	TOTAL FUNDING	364,988	2,538,188	91,247	41,061	6,083	3,041,568
18	TARGET COST PER UNIT OF SERVICE	\$5.10	\$5.08	\$5.10	\$19.91	\$5.10	
19	UNITS OF SERVICE	71,576	499,785	17,894	2,063	1,193	592,511

APPROVED:	05/05/2026	Christopher M. Lukachis	05/05/2026	Jill Smith	05/05/2026
PROVIDER AUTHORIZED SIGNATURE	DATE	DBH PSAS	DATE	DBH PROGRAM MANAGER	DATE
Laura Tapia		Christopher Lukachis		Jill Smith	
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**

School-Aged Treatment Services (SATS)

FY 2026-2027

July 1, 2026 - June 30, 2027

Prepared by: Raymond Vargas
Title: Director of Operations and Finance

West End Family Counseling
Contractor Name: Services
RU # 3629E
Contract # / RFP # 25-172
Address: 3445 Fairway view Place, Ste 100
City, State, Zip Code: Rancho Cucamonga, CA 91730
Date Form Completed: 3/5/2026

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 COST TO ORGANIZATION	% CHARGED TO OTHER FUNDING SOURCE	TOTAL COST TO OTHER FUNDING SOURCE	PERCENT CHARGED TO PROGRAM	TOTAL COST TO PROGRAM
1 Rent	\$395,977	64%	\$0	36%	\$144,136
2 Utilities	\$57,467	76%	\$0	25%	\$14,079
3 Telephone/Communications	\$59,242	65%	\$0	35%	\$20,699
4 Mental Health Promotion	\$17,492	65%	\$0	35%	\$6,112
5 IT Services, EHR, Computers	\$227,309	65%	\$0	35%	\$79,422
6 Professional Services	\$66,488	65%	\$0	35%	\$23,231
7 Insurance	\$82,967	65%	\$0	35%	\$28,989
8 Training	\$63,646	61%	\$0	39%	\$24,695
9 General Admin Exp, EQPT, Travel	\$223,613	69%	\$0	31%	\$69,320
10 Client Expenses	\$34,897	65%	\$0	35%	\$12,193
11 Subcontractors + Indirect Expenses	\$248,957	0%	\$0	100%	\$248,957
SUBTOTAL B:	\$1,478,055		\$0		\$671,832
GROSS COSTS TOTAL STAFFING AND OPERATING EXPENSES:					\$3,041,568

SCHEDULES A & B

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
BUDGET NARRATIVE
FY 2026-2027**

July 1, 2026 - June 30, 2027

Prepared by: Raymond Vargas
Title: Director of Operations and Finance

**West End Family Counseling
Services**
Contractor Name: _____
RU # **3629E**
Contract # / RFP # **25-172**
Address: **9445 Fairway View Place, Ste 100**
City, State, Zip Code: **Rancho Cucamonga, CA 91730**
Date Form Completed: **3/5/2026**

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	Justification of Cost
1 Rent	Rent is based on the allocated portion to this Program for the rent we pay at the Clinic located in Rancho Cucamonga. Allocation is based on square footage used to service this program
2 Utilities	Utilities is based on the allocated portion to this Program for the utilities we pay at the Clinic in Rancho Cucamonga. Allocation is based on square footage used to service this program.
3 Telephone/Communications	Telephone/Communications costs are based on a percentage of users of telephone and fax services used to service this program.
4 Mental Health Promotion	Mental Health Promotion is based on the allocated amount of clinical FTEs for this program for promotional materials and personnel recruitment.
5 IT Services, EHR, Computers	IT Services is based on the % of clinical FTEs for this program for services provided by VC3 Computer Solutions, Bamboo HR and QB.Electronic Health Records is based on Clinical FTEs allocated to this program for client records.Computer Hardware is the amount we are budgeting to replace computer hardware for this program for direct client care.
6 Professional Services	Professional Services is allocated based on clinical FTEs for the program.
7 Insurance	Insurance is the allocated portion to this program based on the clinical FTEs needed for the Program.
8 Training	Training is calculated based on the clinical FTEs allocated to this program.
9 General Admin Exp, EQPT, Travel	General and Administrative Expenses is based on the allocated portion of Clinical FTEs providing services in this program for various supplies, maintenance and materials needed for the program.Equipment Rental is based on the allocated portion of Clinical FTEs that use the equipment in this program.Travel is estimated mileage reimbursement to perform direct services for the clients in this program.
10 Client Expenses	Client Expenses is based on the anticipated unduplicated clients served in this program and materials we need to furnish them for client care.
11 Subcontractors + Indirect Expenses	Psychiatrist contractors not to exceed \$99,288.+ INDIRECT EXPENSE is allocated to this program for expenses that are not associated to client services. (indirect costs not to exceed 15% of direct costs)

SCHEDULES A & B

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
FY 2026-2027
July 1, 2026 - June 30, 2027**

47.37%
Rate Per Minute

Mode 15				
CM&ICC (01-09)	MHS (10-50)	IHBS (57)	MSS (60-69)	CI (70)
Weighted Rate	Weighted Rate	Weighted Rate	Weighted Rate	Weighted Rate
\$ 5.10	\$ 5.08	\$ 5.10	\$ 19.91	\$ 5.10

Contractor Name: West End Family Counseling Services
 RU # 3629E
 Contract # / RFP # 25-172
 Address: 9445 Fairway View Place, Ste 100
 City, State, Zip Code: Rancho Cucamonga, CA 91730
 Date Form Completed: 3/5/2026

MONTH	Estimated Units of Service (Minutes)	Planned Clinical FTE's	Projected Revenue Generated by Service Type					Clients Served		
			Mode 15					Starting Census		200
			CM&ICC (01-09)	MHS (10-50)	IHBS (57)	MSS (60-69)	CI (70)	Admissions (Episodes Opened)	Discharges (Episodes Closed)	Monthly Census
Jul-26	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	202
Aug-26	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	204
Sep-26	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	206
Oct-26	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	208
Nov-26	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	210
Dec-26	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	212
Jan-27	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	214
Feb-27	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	216
Mar-27	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	218
Apr-27	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	220
May-27	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	222
Jun-27	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	224
TOTAL	592,511		364,988	2,538,188	91,247	41,061	6,083	240	216	
			Total Revenue				Unduplicated Clients Served			440
						Estimated Cost Per Client:		\$6,913		

SCHEDULES A & B

	Mode 15					
	CM&ICC (01-09)	MHS (10-50)	IHBS (57)	MSS (60-69)	CI (70)	TOTAL
Total Minutes of Services	71576	499785	17894	2063	1192.93	592511
Total Monthly Minutes of Services (Average)	5965	41649	1491	172	99.41	49376
Dosage (minutes) per client per month	28	196	7	1	0.47	232
Dosage (hours) per client per month	0.47	3.26	0.12	0.01	0.01	3.86

Avg Monthly Census	Expected Length of Program (months)
213	9.00

Total Hours Per Unduplicated Client for Duration of the Program: 34.77

SCHEDULE A - Planning Estimates

CalAim/Fee for Service

Contractor Name:	West End Family Counseling Services
RU #	3629E
Contract # / RFP #	25-172
Address:	9445 Fairway View Place, Ste 100
City, State, Zip Code:	Rancho Cucamonga, CA 91730
Date Form Completed:	3/5/2026
Prepared by:	Raymond Vargas
Title:	Director of Operations and Finance

SAN BERNARDINO COUNTY
 DEPARTMENT OF BEHAVIORAL HEALTH
School-Aged Treatment Services (SATS)
 FY 2027-2028
 July 1, 2027 - June 30, 2028

LINE #	MODE OF SERVICE	15 (Outpatient)					TOTAL	
		Case Management & ICC (01-09)	Mental Health Services (10-50)	Intensive Home Based Services (57)	Medication Support (60-69)	Crisis Intervention (70)		
1	100% Distribution %	12.00%	83.45%	3.00%	1.35%	0.20%	100.00%	
EXPENSES								
2	SALARIES	236,974	1,647,956	59,243	26,660	3,950	1,974,783	
3	BENEFITS	47,394	329,588	11,849	5,332	790	394,953	
	(2+3 must equal total staffing costs)	284,368	1,977,545	71,092	31,991	4,739	2,369,736	
4	OPERATING EXPENSES	80,620	560,644	20,155	9,070	1,344	671,832	
5	TOTAL EXPENSES (2+3+4)	364,988	2,538,188	91,247	41,061	6,083	3,041,568	
AGENCY REVENUES								
6	PATIENT FEES						0	
7	PATIENT INSURANCE						0	
8	MEDI-CARE						0	
9	GRANTS/OTHER						0	
10	TOTAL AGENCY REVENUES (6+7+8+9)	0	0	0	0	0	0	
11	CONTRACT AMOUNT (5-10)	364,988	2,538,188	91,247	41,061	6,083	3,041,568	
FUNDING								
	Mix %	Share %						
12	100.00% MEDI-CAL (FFP)	56.50%	206,218	1,434,076	51,555	23,200	3,437	1,718,486
13	1991 Realignment	14.00%	51,098	355,346	12,775	5,749	852	425,820
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	FUNDING TOTAL		364,988	2,538,188	91,247	41,061	6,083	3,041,568
15	NET COUNTY FUNDS (Local Cost) MUST = ZERO		0	0	0	0	0	0
16	STATE FUNDING (including Realignment)		158,770	1,104,112	39,692	17,862	2,646	1,323,082
17	FEDERAL FUNDING		206,218	1,434,076	51,555	23,200	3,437	1,718,486
	TOTAL FUNDING		364,988	2,538,188	91,247	41,061	6,083	3,041,568
18	TARGET COST PER UNIT OF SERVICE		\$5.10	\$5.08	\$5.10	\$19.91	\$5.10	
19	UNITS OF SERVICE		71,576	499,785	17,894	2,063	1,193	592,511

APPROVED:	05/05/2026	Christopher M. Lukachic	05/05/2026	Jill Smith	05/05/2026
PROVIDER AUTHORIZED SIGNATURE	DATE	DBH PSAS	DATE	DBH PROGRAM MANAGER	DATE
Laura Tapia		Christopher Lukachic		Jill Smith	
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**

School-Aged Treatment Services (SATS)

FY 2027-2028

July 1, 2027 - June 30, 2028

Prepared by: Raymond Vargas
Title: Director of Operations and Finance

West End Family Counseling
Contractor Name: Services
RU # 3629E
Contract # / RFP # 25-172
Address: 3445 Fairway view Place, Ste 100
City, State, Zip Code: Rancho Cucamonga, CA 91730
Date Form Completed: 3/5/2026

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.

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2 Utilities	\$57,467	76%	\$0	25%	\$14,079
3 Telephone/Communications	\$59,242	65%	\$0	35%	\$20,699
4 Mental Health Promotion	\$17,492	65%	\$0	35%	\$6,112
5 IT Services, EHR, Computers	\$227,309	65%	\$0	35%	\$79,422
6 Professional Services	\$66,488	65%	\$0	35%	\$23,231
7 Insurance	\$82,967	65%	\$0	35%	\$28,989
8 Training	\$63,646	61%	\$0	39%	\$24,695
9 General Admin Exp, EQPT, Travel	\$223,613	69%	\$0	31%	\$69,320
10 Client Expenses	\$34,897	65%	\$0	35%	\$12,193
11 Subcontractors + Indirect Expenses	\$248,957	0%	\$0	100%	\$248,957
SUBTOTAL B:	\$1,478,055		\$0		\$671,832
GROSS COSTS TOTAL STAFFING AND OPERATING EXPENSES:					\$3,041,568

SAN BERNARDINO COUNTY
 DEPARTMENT OF BEHAVIORAL HEALTH
 SCHEDULE B
 BUDGET NARRATIVE
 FY 2027-2028

July 1, 2027 - June 30, 2028

Prepared by: Raymond Vargas
 Title: Director of Operations and Finance

West End Family Counseling
 Contractor Name: Services
 RU # 3629E
 Contract # / RFP # 25-172
 Address: 9445 Fairway View Place, Ste 100
 City, State, Zip Code: Rancho Cucamonga, CA 91730
 Date Form Completed: 3/5/2026

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	Justification of Cost
1 Rent	Rent is based on the allocated portion to this Program for the rent we pay at the Clinic located in Rancho Cucamonga. Allocation is based on square footage used to service this program
2 Utilities	Utilities is based on the allocated portion to this Program for the utilities we pay at the Clinic in Rancho Cucamonga. Allocation is based on square footage used to service this program.
3 Telephone/Communications	Telephone/Communications costs are based on a percentage of users of telephone and fax services used to service this program.
4 Mental Health Promotion	Mental Health Promotion is based on the allocated amount of clinical FTEs for this program for promotional materials and personnel recruitment.
5 IT Services, EHR, Computers	IT Services is based on the % of clinical FTEs for this program for services provided by VC3 Computer Solutions, Bamboo HR and QB.Electronic Health Records is based on Clinical FTEs allocated to this program for client records.Computer Hardware is the amount we are budgeting to replace computer hardware for this program for direct client care.
6 Professional Services	Professional Services is allocated based on clinical FTEs for the program.
7 Insurance	Insurance is the allocated portion to this program based on the clinical FTEs needed for the Program.
8 Training	Training is calculated based on the clinical FTEs allocated to this program.
9 General Admin Exp, EQPT, Travel	General and Administrative Expenses is based on the allocated portion of Clinical FTEs providing services in this program for various supplies, maintenance and materials needed for the program.Equipment Rental is based on the allocated portion of Clinical FTEs that use the equipment in this program.Travel is estimated mileage reimbursement to perform direct services for the clients in this program.
10 Client Expenses	Client Expenses is based on the anticipated unduplicated clients served in this program and materials we need to furnish them for client care.
11 Subcontractors + Indirect Expenses	Psychiatrist contractors not to exceed \$99,288.+ INDIRECT EXPENSE is allocated to this program for expenses that are not associated to client services. (indirect costs not to exceed 15% of direct costs)

SCHEDULES A & B

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
FY 2027-2028
July 1, 2027 - June 30, 2028**

47.37%
Rate Per Minute

Mode 15				
CM&IC (01-09)	MHS (10-50)	IHBS (57)	MSS (60-69)	CI (70)
Weighted Rate	Weighted Rate	Weighted Rate	Weighted Rate	Weighted Rate
\$ 5.10	\$ 5.08	\$ 5.10	\$ 19.91	\$ 5.10

Contractor Name: West End Family Counseling Services
 RU #: 3629E
 Contract # / RFP #: 25-172
 Address: 9445 Fairway View Place, Ste 100
 City, State, Zip Code: Rancho Cucamonga, CA 91730
 Date Form Completed: 3/5/2026

MONTH	Estimated Units of Service (Minutes)	Planned Clinical FTE's	Projected Revenue Generated by Service Type					Clients Served			
			Mode 15					Starting Census		200	
			CM&IC (01-09)	MHS (10-50)	IHBS (57)	MSS (60-69)	CI (70)	Admissions (Episodes Opened)	Discharges (Episodes Closed)	Monthly Census	
Jul-27	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	202	
Aug-27	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	204	
Sep-27	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	206	
Oct-27	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	208	
Nov-27	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	210	
Dec-27	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	212	
Jan-28	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	214	
Feb-28	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	216	
Mar-28	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	218	
Apr-28	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	220	
May-28	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	222	
Jun-28	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	224	
TOTAL	592,511		364,988	2,538,188	91,247	41,061	6,083	240	216		
			Total Revenue 3,041,568					Unduplicated Clients Served		440	
								Estimated Cost Per Client:		\$6,913	

SCHEDULES A & B

	Mode 15					
	CM&ICC (01-09)	MHS (10-50)	IHBS (57)	MSS (60-69)	CI (70)	TOTAL
Total Minutes of Services	71576	499785	17894	2063	1192.93	592511
Total Monthly Minutes of Services (Average)	5965	41649	1491	172	99.41	49376
Dosage (minutes) per client per month	28	196	7	1	0.47	232
Dosage (hours) per client per month	0.47	3.26	0.12	0.01	0.01	3.86

Avg Monthly Census	Expected Length of Program (months)
213	9.00

Total Hours Per Unduplicated Client for Duration of the Program: 34.77

SCHEDULE A - Planning Estimates


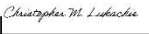

CalAim/Fee for Service

Contractor Name:	West End Family Counseling Services
RU #	3629E
Contract # / RFP #	25-172
Address:	9445 Fairway View Place, Ste 100
City, State, Zip Code:	Rancho Cucamonga, CA 91730
Date Form Completed:	3/5/2026
Prepared by:	Raymond Vargas
Title:	Director of Operations and Finance

SAN BERNARDINO COUNTY
 DEPARTMENT OF BEHAVIORAL HEALTH
School-Aged Treatment Services (SATS)
 FY 2028-2029
 July 1, 2028 - June 30, 2029

LINE #	MODE OF SERVICE	15 (Outpatient)					TOTAL	
		Case Management & ICC (01-09)	Mental Health Services (10-50)	Intensive Home Based Services (57)	Medication Support (60-69)	Crisis Intervention (70)		
1	100% Distribution %	12.00%	83.45%	3.00%	1.35%	0.20%	100.00%	
EXPENSES								
2	SALARIES	244,082	1,697,388	61,021	27,459	4,068	2,034,018	
3	BENEFITS	48,817	339,479	12,204	5,492	814	406,805	
	(2+3 must equal total staffing costs)	292,899	2,036,867	73,225	32,951	4,882	2,440,823	
4	OPERATING EXPENSES	72,089	501,322	18,022	8,110	1,201	600,745	
5	TOTAL EXPENSES (2+3+4)	364,988	2,538,188	91,247	41,061	6,083	3,041,568	
AGENCY REVENUES								
6	PATIENT FEES						0	
7	PATIENT INSURANCE						0	
8	MEDI-CARE						0	
9	GRANTS/OTHER						0	
10	TOTAL AGENCY REVENUES (6+7+8+9)	0	0	0	0	0	0	
11	CONTRACT AMOUNT (5-10)	364,988	2,538,188	91,247	41,061	6,083	3,041,568	
FUNDING								
	Mix %	Share %						
12	100.00% MEDI-CAL (FFP)	56.50%	206,218	1,434,076	51,555	23,200	3,437	1,718,486
13	1991 Realignment	14.00%	51,098	355,346	12,775	5,749	852	425,819
14	2011 Realignment	29.50%	107,672	748,766	26,918	12,113	1,795	897,263
	FUNDING TOTAL		364,988	2,538,188	91,247	41,061	6,083	3,041,568
15	NET COUNTY FUNDS (Local Cost) MUST = ZERO		0	0	0	0	0	0
16	STATE FUNDING (including Realignment)		158,770	1,104,112	39,692	17,862	2,646	1,323,082
17	FEDERAL FUNDING		206,218	1,434,076	51,555	23,200	3,437	1,718,486
	TOTAL FUNDING		364,988	2,538,188	91,247	41,061	6,083	3,041,568
18	TARGET COST PER UNIT OF SERVICE		\$5.10	\$5.08	\$5.10	\$19.91	\$5.10	
19	UNITS OF SERVICE		71,576	499,785	17,894	2,063	1,193	592,511

APPROVED:

	05/05/2026		05/05/2026		05/05/2026
PROVIDER AUTHORIZED SIGNATURE	DATE	DBH PSAS	DATE	DBH PROGRAM MANAGER	DATE
Laura Tapia		Christopher Lukachic		Jill Smith	
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**

School-Aged Treatment Services (SATS)

FY 2028-2029

July 1, 2028 - June 30, 2029

Prepared by: Raymond Vargas
Title: Director of Operations and Finance

West End Family Counseling
Contractor Name: Services
RU # 3629E
Contract # / RFP # 25-172
Address: 3445 Fairway view Place, Ste 100
City, State, Zip Code: Rancho Cucamonga, CA 91730
Date Form Completed: 3/5/2026

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 COST TO ORGANIZATION	% CHARGED TO OTHER FUNDING SOURCE	TOTAL COST TO OTHER FUNDING SOURCE	PERCENT CHARGED TO PROGRAM	TOTAL COST TO PROGRAM
1 Rent	\$407,856	64%	\$0	36%	\$148,460
2 Utilities	\$59,191	76%	\$0	25%	\$14,502
3 Telephone/Communications	\$61,019	65%	\$0	35%	\$21,320
4 Mental Health Promotion	\$18,016	65%	\$0	35%	\$6,295
5 IT Services, EHR, Computers	\$234,128	65%	\$0	35%	\$81,804
6 Professional Services	\$68,482	65%	\$0	35%	\$23,928
7 Insurance	\$85,456	65%	\$0	35%	\$29,858
8 Training	\$65,555	61%	\$0	39%	\$25,435
9 General Admin Exp, EQPT, Travel	\$230,321	69%	\$0	31%	\$71,400
10 Client Expenses	\$35,943	65%	\$0	35%	\$12,558
11 Subcontractors + Indirect Expenses	\$165,185	0%	\$0	100%	\$165,185
SUBTOTAL B:	\$1,431,152		\$0		\$600,745
GROSS COSTS TOTAL STAFFING AND OPERATING EXPENSES:					\$3,041,568

SAN BERNARDINO COUNTY
 DEPARTMENT OF BEHAVIORAL HEALTH
 SCHEDULE B
 BUDGET NARRATIVE

FY 2028-2029
 July 1, 2028 - June 30, 2029

Prepared by: Raymond Vargas
 Title: Director of Operations and Finance

West End Family Counseling
 Contractor Name: Services
 RU # 3629E
 Contract # / RFP # 25-172
 Address: 9445 Fairway View Place, Ste 100
 City, State, Zip Code: Rancho Cucamonga, CA 91730
 Date Form Completed: 3/5/2026

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	Justification of Cost
1 Rent	Rent is based on the allocated portion to this Program for the rent we pay at the Clinic located in Rancho Cucamonga. Allocation is based on square footage used to service this program
2 Utilities	Utilities is based on the allocated portion to this Program for the utilities we pay at the Clinic in Rancho Cucamonga. Allocation is based on square footage used to service this program.
3 Telephone/Communications	Telephone/Communications costs are based on a percentage of users of telephone and fax services used to service this program.
4 Mental Health Promotion	Mental Health Promotion is based on the allocated amount of clinical FTEs for this program for promotional materials and personnel recruitment.
5 IT Services, EHR, Computers	IT Services is based on the % of clinical FTEs for this program for services provided by VC3 Computer Solutions, Bamboo HR and QB. Electronic Health Records is based on Clinical FTEs allocated to this program for client records. Computer Hardware is the amount we are budgeting to replace computer hardware for this program for direct client care.
6 Professional Services	Professional Services is allocated based on clinical FTEs for the program.
7 Insurance	Insurance is the allocated portion to this program based on the clinical FTEs needed for the Program.
8 Training	Training is calculated based on the clinical FTEs allocated to this program.
9 General Admin Exp, EQPT, Travel	General and Administrative Expenses is based on the allocated portion of Clinical FTEs providing services in this program for various supplies, maintenance and materials needed for the program. Equipment Rental is based on the allocated portion of Clinical FTEs that use the equipment in this program. Travel is estimated mileage reimbursement to perform direct services for the clients in this program.
10 Client Expenses	Client Expenses is based on the anticipated unduplicated clients served in this program and materials we need to furnish them for client care.
11 Subcontractors + Indirect Expenses	Psychiatrist contractors not to exceed \$102,266.+ INDIRECT EXPENSE is allocated to this program for expenses that are not associated to client services. (indirect costs not to exceed 15% of direct costs)

SCHEDULES A & B

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
FY 2028-2029
July 1, 2028 - June 30, 2029**

47.37%
Rate Per Minute

Mode 15				
CM&ICC (01-09)	MHS (10-50)	IHBS (57)	MSS (60-69)	CI (70)
Weighted Rate	Weighted Rate	Weighted Rate	Weighted Rate	Weighted Rate
\$ 5.10	\$ 5.08	\$ 5.10	\$ 19.91	\$ 5.10

Contractor Name: West End Family Counseling Services
 RU # 3629E
 Contract # / RFP # 25-172
 Address: 9445 Fairway View Place, Ste 100
 City, State, Zip Code: Rancho Cucamonga, CA 91730
 Date Form Completed: 3/5/2026

MONTH	Estimated Units of Service (Minutes)	Planned Clinical FTE's	Projected Revenue Generated by Service Type					Clients Served				
			Mode 15					Starting Census		185		
			CM&ICC (01-09)	MHS (10-50)	IHBS (57)	MSS (60-69)	CI (70)	Admissions (Episodes Opened)	Discharges (Episodes Closed)	Monthly Census		
Jul-28	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	187		
Aug-28	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	189		
Sep-28	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	191		
Oct-28	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	193		
Nov-28	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	195		
Dec-28	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	197		
Jan-29	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	199		
Feb-29	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	201		
Mar-29	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	203		
Apr-29	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	205		
May-29	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	207		
Jun-29	49,376	12.32	30,416	211,516	7,604	3,422	507	20	18	209		
TOTAL	592,511		364,988	2,538,188	91,247	41,061	6,083	240	216			
			Total Revenue				3,041,567.80				Unduplicated Clients Served	425
							Estimated Cost Per Client:		\$7,157			

SCHEDULES A & B

	Mode 15					
	CM&ICC (01-09)	MHS (10-50)	IHBS (57)	MSS (60-69)	CI (70)	TOTAL
Total Minutes of Services	71576	499785	17894	2063	1192.93	592511
Total Monthly Minutes of Services (Average)	5965	41649	1491	172	99.41	49376
Dosage (minutes) per client per month	30	210	8	1	0.50	249
Dosage (hours) per client per month	0.50	3.51	0.13	0.01	0.01	4.16

Avg Monthly Census	Expected Length of Program (months)
198	9.00

Total Hours Per Unduplicated Client for Duration of the Program: 37.41

SCHEDULE A - Planning Estimates


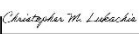

CalAim/Fee for Service

Contractor Name:	West End Family Counseling Services
RU #	3629E
Contract # / RFP #	25-172
Address:	9445 Fairway View Place, Ste 100
City, State, Zip Code:	Rancho Cucamonga, CA 91730
Date Form Completed:	3/5/2026
Prepared by:	Raymond Vargas
Title:	Director of Operations and Finance

SAN BERNARDINO COUNTY
 DEPARTMENT OF BEHAVIORAL HEALTH
School-Aged Treatment Services (SATS)
 FY 2029-2030
 July 1, 2029 - March 31, 2030

LINE #	MODE OF SERVICE	15 (Outpatient)					TOTAL	
		Case Management & ICC (01-09)	Mental Health Services (10-50)	Intensive Home Based Services (57)	Medication Support (60-69)	Crisis Intervention (70)		
1	100% Distribution %	12.00%	83.45%	3.00%	1.35%	0.20%	100.00%	
EXPENSES								
2	SALARIES	186,031	1,293,688	46,508	20,928	3,101	1,550,255	
3	BENEFITS	37,206	258,738	9,302	4,186	620	310,051	
	(2+3 must equal total staffing costs)	223,237	1,552,425	55,809	25,114	3,721	1,860,306	
4	OPERATING EXPENSES	50,504	351,216	12,626	5,682	842	420,870	
5	TOTAL EXPENSES (2+3+4)	273,741	1,903,642	68,435	30,796	4,562	2,281,176	
AGENCY REVENUES								
6	PATIENT FEES						0	
7	PATIENT INSURANCE						0	
8	MEDI-CARE						0	
9	GRANTS/OTHER						0	
10	TOTAL AGENCY REVENUES (6+7+8+9)	0	0	0	0	0	0	
11	CONTRACT AMOUNT (5-10)	273,741	1,903,642	68,435	30,796	4,562	2,281,176	
FUNDING								
	Mix %	Share %						
12	100.00% MEDI-CAL (FFP)	56.50%	154,664	1,075,557	38,666	17,400	2,578	1,288,865
13	1991 Realignment	14.00%	38,324	266,510	9,581	4,311	639	319,365
14	2011 Realignment	29.50%	80,754	561,574	20,188	9,085	1,346	672,947
	FUNDING TOTAL		273,741	1,903,642	68,435	30,796	4,562	2,281,176
15	NET COUNTY FUNDS (Local Cost) MUST = ZERO		0	0	0	0	0	0
16	STATE FUNDING (including Realignment)		119,077	828,084	29,769	13,396	1,985	992,312
17	FEDERAL FUNDING		154,664	1,075,557	38,666	17,400	2,578	1,288,865
	TOTAL FUNDING		273,741	1,903,642	68,435	30,796	4,562	2,281,176
18	TARGET COST PER UNIT OF SERVICE		\$5.10	\$5.08	\$5.10	\$19.91	\$5.10	
19	UNITS OF SERVICE		53,701	375,006	13,425	1,547	895	444,574

APPROVED:

	05/05/2026		05/05/2026		05/05/2026
PROVIDER AUTHORIZED SIGNATURE	DATE	DBH PSAS	DATE	DBH PROGRAM MANAGER	DATE
Laura Tapia		Christopher Lukachic		Jill Smith	
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**

School-Aged Treatment Services (SATS)

FY 2029-2030

July 1, 2029 - March 31, 2030

Prepared by: Raymond Vargas
Title: Director of Operations and Finance

West End Family Counseling
Contractor Name: Services
RU # 3629E
Contract # / RFP # 25-172
Address: 3445 Fairway view Place, Ste 100
City, State, Zip Code: Rancho Cucamonga, CA 91730
Date Form Completed: 3/5/2026

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 COST TO ORGANIZATION	% CHARGED TO OTHER FUNDING SOURCE	TOTAL COST TO OTHER FUNDING SOURCE	PERCENT CHARGED TO PROGRAM	TOTAL COST TO PROGRAM
1 Rent	\$315,068	64%	\$0	36%	\$114,685
2 Utilities	\$45,725	76%	\$0	25%	\$11,203
3 Telephone/Communications	\$47,137	65%	\$0	35%	\$16,470
4 Mental Health Promotion	\$13,917	65%	\$0	35%	\$4,863
5 IT Services, EHR, Computers	\$180,863	65%	\$0	35%	\$63,194
6 Professional Services	\$52,902	65%	\$0	35%	\$18,484
7 Insurance	\$66,014	65%	\$0	35%	\$23,065
8 Training	\$50,641	61%	\$0	39%	\$19,649
9 General Admin Exp, EQPT, Travel	\$177,923	69%	\$0	31%	\$55,156
10 Client Expenses	\$27,766	65%	\$0	35%	\$9,701
11 Subcontractors + Indirect Expenses	\$84,402	0%	\$0	100%	\$84,402
SUBTOTAL B:	\$1,062,357		\$0		\$420,870
GROSS COSTS TOTAL STAFFING AND OPERATING EXPENSES:					\$2,281,176

SAN BERNARDINO COUNTY
 DEPARTMENT OF BEHAVIORAL HEALTH
 SCHEDULE B
 BUDGET NARRATIVE
 FY 2029-2030

July 1, 2029 - March 31, 2030

West End Family Counseling
 Services

Contractor Name: 3629E
 RU # 25-172
 Contract # / RFP # 9445 Fairway View Place, Ste 100
 Address: Rancho Cucamonga, CA 91730
 City, State, Zip Code: 3/5/2026
 Date Form Completed:

Prepared by: Raymond Vargas
 Title: Director of Operations and Finance

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	Justification of Cost
1 Rent	Rent is based on the allocated portion to this Program for the rent we pay at the Clinic located in Rancho Cucamonga. Allocation is based on square footage used to service this program for 9 mos
2 Utilities	Utilities is based on the allocated portion to this Program for the utilities we pay at the Clinic in Rancho Cucamonga. Allocation is based on square footage used to service this program. For 9 mos
3 Telephone/Communications	Telephone/Communications costs are based on a percentage of users of telephone and fax services used to service this program. For 9 mos
4 Mental Health Promotion	Mental Health Promotion is based on the allocated amount of clinical FTEs for this program for promotional materials and personnel recruitment. For 9 mos
5 IT Services, EHR, Computers	IT Services is based on the % of clinical FTEs for this program for services provided by VC3 Computer Solutions, Bamboo HR and QB.Electronic Health Records is based on Clinical FTEs allocated to this program for client records.Computer Hardware is the amount we are budgeting to replace computer hardware for this program for direct client care. for 9 mos
6 Professional Services	Professional Services is allocated based on clinical FTEs for the program. For 9 mos
7 Insurance	Insurance is the allocated portion to this program based on the clinical FTEs needed for the Program. For 9 mos
8 Training	Training is calculated based on the clinical FTEs allocated to this program. For 9 mos
9 General Admin Exp, EQPT, Travel	General and Administrative Expenses is based on the allocated portion of Clinical FTEs providing services in this program for various supplies, maintenance and materials needed for the program.Equipment Rental is based on the allocated portion of Clinical FTEs that use the equipment in this program.Travel is estimated mileage reimbursement to perform direct services for the clients in this program. for 9 mos
10 Client Expenses	Client Expenses is based on the anticipated unduplicated clients served in this program and materials we need to furnish them for client care. For 9 mos
11 Subcontractors + Indirect Expenses	Psychiatrist contractors not to exceed \$105,333*.75 for 9 mos + INDIRECT EXPENSE is allocated to this program for expenses that are not associated to client services. (indirect costs not to exceed 15% of direct costs)

SCHEDULES A & B

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
FY 2029-2030
July 1, 2029 - March 31, 2030**

36.32%
Rate Per Minute

Mode 15				
CM&ICC (01-09)	MHS (10-50)	IHBS (57)	MSS (60-69)	CI (70)
Weighted Rate	Weighted Rate	Weighted Rate	Weighted Rate	Weighted Rate
\$ 5.10	\$ 5.08	\$ 5.10	\$ 19.91	\$ 5.10

Contractor Name: West End Family Counseling Services
 RU # 3629E
 Contract # / RFP # 25-172
 Address: 9445 Fairway View Place, Ste 100
 City, State, Zip Code: Rancho Cucamonga, CA 91730
 Date Form Completed: 3/5/2026

MONTH	Estimated Units of Service (Minutes)	Planned Clinical FTE's	Projected Revenue Generated by Service Type						Clients Served		
			Mode 15						Starting Census		Monthly Census
			CM&ICC (01-09)	MHS (10-50)	IHBS (57)	MSS (60-69)	CI (70)		Admissions (Episodes Opened)	Discharges (Episodes Closed)	
Jul-29	49,397	12.06	30,416	211,516	7,604	3,422	507	20	18	132	
Aug-29	49,397	12.06	30,416	211,516	7,604	3,422	507	20	18	134	
Sep-29	49,397	12.06	30,416	211,516	7,604	3,422	507	20	18	136	
Oct-29	49,397	12.06	30,416	211,516	7,604	3,422	507	20	18	138	
Nov-29	49,397	12.06	30,416	211,516	7,604	3,422	507	20	18	140	
Dec-29	49,397	12.06	30,416	211,516	7,604	3,422	507	20	18	142	
Jan-30	49,397	12.06	30,416	211,516	7,604	3,422	507	20	18	144	
Feb-30	49,397	12.06	30,416	211,516	7,604	3,422	507	20	18	146	
Mar-30	49,397	12.06	30,416	211,516	7,604	3,422	507	20	18	148	
Apr-30			-	-	-	-	-			148	
May-30			-	-	-	-	-			148	
Jun-30			-	-	-	-	-			148	
TOTAL	444,574		273,741	1,903,642	68,435	30,796	4,562	180	162		
			Total Revenue		2,281,176.17		Unduplicated Clients Served			310	
						Estimated Cost Per Client:		\$7,359			

SCHEDULES A & B

	Mode 15					
	CM&ICC (01-09)	MHS (10-50)	IHBS (57)	MSS (60-69)	CI (70)	TOTAL
Total Minutes of Services	53701	375006	13425	1547	895.02	444574
Total Monthly Minutes of Services (Average)	4475	31250	1119	129	74.58	37048
Dosage (minutes) per client per month	32	220	8	1	0.53	261
Dosage (hours) per client per month	0.53	3.67	0.13	0.02	0.01	4.35

Avg Monthly Census	Expected Length of Program (months)
142	9.00

Total Hours Per Unduplicated Client for Duration of the Program: 39.14

Description of Program Services
School-Aged Treatment Services (SATS)
Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Program Medi-Cal Speciality
Mental Health Services

West End Family Counseling Services
855 N. Euclid Ave.
Ontario, CA 91762
(909) 983-2020

I. DEFINITION OF RECOVERY, WELLNESS, AND RESILIENCE

A. Mental Health Recovery, Wellness, and Resilience (RWR) is an approach to helping the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her mental illness according to his or her own values and cultural framework. 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 and encouragement of clients and their families, support systems and involved others to take control of major life decisions and client care; it encourages involvement or re-involvement of clients in family, social, and community roles that are consistent with their values, culture, and predominate 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 re-integrates 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.

For children, the goal of the RWR philosophy of care is to help children (hereinafter used to refer to both children and adolescents) to recover from mistreatment and trauma, to learn more adaptive methods of coping with environmental demands and with their own emotions, and to joyfully discover their potential and their place in the world. RWR focuses on a child’s strengths, skills, and possibilities rather than on illness, deficits and limitations. RWR encourages children to take increasing responsibility for their choices and their behavior, since these choices can lead either in the direction of recovery and growth or in the direction of stagnation and unhappiness. RWR encourages children to assume and to regain family, social, and community roles in which they can learn and grow toward maturity and that are consistent with their values and culture. RWR promotes acceptance by parents and other caregivers and by the community of all children, regardless of developmental level, illness, or handicap, and it addresses issues of stigma and prejudice that are related to this. This may involve interacting with the community groups or cultural group’s way of viewing mental and emotional problems and differences.

B. “Rehabilitation” is a strength-based approach to skills development that focuses on maximizing an individual’s functioning. Services will support the individual, family,

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support system, and/or involved others in accomplishing the desired results. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities.

- C. Accordingly, program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community in which the program serves. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities. Programs may be designed to use both licensed and non-licensed personnel who are experienced in providing behavioral health services.
- D. Accordingly, the Contractor shall develop admission policies and procedures regarding those persons who are eligible for EPSDT Medi-Cal services. Non-EPSDT eligible children and youth in need of treatment should be screened and referred to an appropriate behavioral health service provider or be treated under separate funding streams. DBH cannot reimburse Contractor for services provided to out-of-county Medi-Cal beneficiaries with Medi-Cal funds; however, it is the responsibility of the Contractor to monitor the availability of these funds
- E. All outpatient contract agencies are required to provide services under Title 9, Chapter 11, Section 1810.249, which superseded the rehabilitation option and targeted case management guidelines of July 1, 1993, and more recent guidelines as may be incorporated or referenced herein by attachment. Minimum guidelines are detailed in "DESCRIPTION OF SPECIFIC SERVICES TO BE PROVIDED" of this Addendum.

II. DEFINITIONS

All of the requirements and definitions included **RFP DBH 22-149 Request for Proposals for Comprehensive Treatment Services: School-Aged Treatment Services (SATS)** are incorporated into this Addendum by reference.

1. Access and Linkage to Treatment Program or Strategy – A set of related activities to connect children, TAY, adults, and older adults with severe mental illness, as defined in Welfare and Institutions Code Section 5600.3, as early in the onset of these conditions as practicable, to medically necessary care and treatment, including, but not limited to care provided by county mental health programs.
2. Accessibility – Ease of obtaining services, measured by addressing geographical, travel and other barriers.
3. Best Practice Principles – Underlying principles inherent in a "family centered model" that includes:
 - The provision of community-based services and support.
 - Focusing on the family setting by partnering with families.
 - A dyadic approach to treatment with the parent and child.
 - Consumer-driven services that ensure access, voice, and choice for parents and children in the design, delivery, and evaluation of services.

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- Drawing attention to family and child strengths in developing individualized Child and Family Service Plans.
 - Providing individualized services and support to the unique needs of each child and family.
 - Flexibility in location, time, planning, service response, and funding.
 - Establishing community-wide collaboration in service design and system evolution, including parents, mental health, juvenile justice, education, social welfare, and cultural stakeholders in the community.
 - Measurable accountability and outcome-driven individualized service plans.
 - The provision of culturally relevant/competent services by tailoring responses to family culture, values, norms, strengths, and preferences. The Contractor will provide DBH with fiscal year reports (Frequency and form to be provided by DBH on Consumer Focus Groups” to improve accessibility to specialty mental health services by identifying and removing barriers to treatment.)
4. California Advancing and Innovating Medi-Cal (CalAIM) – A California Department of Health Care Services (DHCS) initiative to implement a broad range Medi-Cal Program service delivery and payment reforms. <https://www.dhcs.ca.gov/pages/BH-CalAIM-webpage.aspx>
 5. Centralized Children’s Intensive Case Management Services (CCICMS) –DBH unit that provides contract monitoring and assistance to specialty children’s programs and contractors.
 6. Child, Adolescent, Needs and Strengths: Comprehensive Multisystem Assessment – San Bernardino (CANS-SB) – A multi-purpose tool developed in collaboration with John Lyons, Ph.D. and is based upon the CANS-Comprehensive Multisystem Assessment, which allows for communication and assessment of a child’s functioning in a broad array of categories, support decision making, improve level of care and service planning, facilitate quality improvement initiatives, and allow for the monitoring of outcomes of services. CANS-SB is a slight modification of the CANS-Comprehensive Multisystem Assessment. Contractors are required to utilize the CANS-SB and participate in ongoing review of implementation and data analysis.
 7. Child-centered – A value of the Model of Care that demands all decisions are made in the best interest of the child.
 8. Children/Youth – A term used to describe consumers 0-15 years old as defined by the Mental Health Services Act (MHSA). For this proposal, Children/Youth is defined as consumers 0-18.
 9. Children and Family Services (CFS) – The San Bernardino County department that provides family-centered programs and services designed to ensure safe, permanent, nurturing families for San Bernardino County’s children while strengthening and attempting to preserve the family unit. CFS assists in preventing further harm to, and protecting children from, intentional physical or mental injury, sexual abuse, exploitation, or neglect by a person responsible for a child’s health or welfare. CFS provides support for families and strives towards goals of reducing risks to children, improving parenting skills, and strengthening social support networks for families.

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10. Child and Family Team (CFT) – A group that forms to meet the needs of an eligible child through whatever means possible. In order to ensure family voice, choice, and ownership of the Individualized Service Plan, every effort shall be made to ensure family members and family representatives constitute a minimum of fifty percent of the Child & Family Team. The team is comprised of the child welfare worker, the youth and family, service providers and any other members as necessary and appropriate. No single individual, agency, or service provider works independently but rather as part of the team for decision-making. For additional information, refer to the DHCS manual, Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) and Therapeutic Foster Care (TFC) ([Medi-Cal Manual Third Edition ADA](#)).
11. Child and Family Team Meeting (CFTM) - The formal meeting of the CFT. Ideally, Intensive Home Based Services (IHBS) will be authorized at a CFTM; however, less formal teaming is also acceptable.
12. Children and Youth Collaborative Services (CYCS) – The primary centralized children’s administration for DBH programs through which the Department of Behavioral Health collaborates with other County agencies and community-based providers to meet the mental health needs of children. CYCS is comprised of six (6) distinct coordinating service branches: CCICMS (Centralized Children’s Intensive Case Management Services), Juvenile Court Behavioral Health Services (JCBHS), the Healthy Homes Program, the mental health staffing at the Children’s Assessment Center (CAC), AB 1299 Unit, and Qualified Individual (QI) Unit.
13. Children/Youth at Risk of or Experiencing Juvenile Justice Involvement – Those with signs of behavioral/emotional problems who are at risk of or have had any contact with any part of the juvenile justice system, and who cannot be appropriately served through Community Services and Supports (CSS).
14. Children/Youth at Risk for School Failure – Children / Youth at risk for school failure due to unaddressed emotional and behavioral problems.
15. Children/Youth in Stressed Families – Children and youth placed out-of-home or those in families where there is substance abuse or violence, depression or other mental illnesses or lack of care giving adults (e.g., as a result of a serious health condition or incarceration), rendering the children and youth at high risk of behavioral and emotional problems.
16. Children’s Assessment Center (CAC) – A public/private partnership between San Bernardino County and Loma Linda University Children’s Hospital which provides forensic interviews and evidentiary medical examinations to assist in the evaluation of child abuse allegations. Referrals from CAC are prioritized to ensure an assessment is started as soon as possible.
17. Children’s Network – An organization that concerns itself with at-risk children who are defined as minors who, because of behavior, abuse, neglect, medical needs, educational assessment, and/or detrimental daily living situations, are eligible for services from one or more of the member agencies of the Children’s Network. The overall goal of the Children’s Network is to help at-risk children by improving communications, planning, coordination, cooperation, and integration among youth-serving agencies.
18. Community-Based – The concept of children and families receiving formal services, whenever possible, in the community where they live. This will enable them to live, learn, and grow safely, competently, and productively in their families, neighborhoods, and natural environment.

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19. Community and/or Practice-Based Standard – A set of practices that communities have used and determined to yield positive results by community consensus over time, which may or may not have been measured empirically.
20. Continuum of Care Reform (CCR) – The legislative modifications to the services available to Dependents under the authority of Child Welfare which includes modifications to authorization of guardians (e.g., Resource Family Authorization), expansion of required core services from Foster Family Agencies (FFAs), and transition from a Rate Classification Level (RCL) Group Home facilities to Short Term Residential Therapeutic Programs (STRTPs).
21. Coordination of Care – to deliver care to and coordinate services for all clients by doing the following [42 C.F.R. § 438.208(b)]:
 - 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. The beneficiary shall be provided with information on how to contact their designated person or entity [42 C.F.R. § 438.208(b) (1)].
 - 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. Coordinate the services Contractor furnishes to the beneficiary with the services the beneficiary receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its beneficiaries [(42 C.F.R. § 438.208(b)(2)(i)-(iv), CCR, title 9 § 1810.415.]
22. Cost Effectiveness – Achieving the desired goal with the minimum of expenditure.
23. County's billing and transactional database system – The centralized data entry system used by DBH for patient and billing information.
24. Cultural Relevance (Cultural Competency) – The acceptance and understanding of cultural mores, history, language, race, ethnicity and culture and their possible influence on the client's issues and/or behavior, that is, using the understanding of the differences between the prevailing social culture and that of the client's family to aid in developing individualized supports and services.
25. Department of Behavioral Health (DBH) – The entity, under state law, that provides mental health and substance use disorder services to County residents. In order to maintain a continuum of care, DBH operates or contracts for the provision of prevention and early intervention services, 24-hour care, day treatment, outpatient services, case management, and crisis and referral services. Community services are provided in all major county metropolitan areas and are readily accessible to most County residents. Additionally, DBH assists individuals utilizing a Wellness, Recovery and Resilience approach to help the individual to live a healthy, satisfying, and hopeful life despite limitation and/or continuing effects caused by his/her mental illness and/or substance use disorders in the least restrictive setting possible.
26. Department of Health Care Services (DHCS) – The California department that provides oversight of statewide public mental health services through the Mental Health Services Division. Its responsibilities include providing leadership for local county mental health departments; evaluation and monitoring of public mental health programs; administration of federal funds for mental health programs and services; care and treatment of people with mental illness; and oversight of Mental Health Services Act service implementation.

27. Dependents – A general term to refer to children who have an open child welfare case. This population was historically, but less accurately, referred to as foster children.
28. Developmental Disabilities – Delays in motor, language, and cognitive development that impede a child’s ability to function fully.
29. Early and Periodic Screening, Diagnosis, and Treatment Program (EPSDT) Medi-Cal – a federally mandated Medicaid option that requires states to provide screening, diagnostic and treatment services to persons under age 21 who have unrestricted Medi-Cal and also meet necessary medical criteria by having a qualifying mental health diagnosis and functional impairment that is not responsive to treatment by a healthcare-based provider. In addition, services are generally acceptable for the purpose of correcting or ameliorating the mental disorder. For the purposes of this proposal, EPSDT Medi-Cal Rehabilitative Mental Health Services activities may include:
- Assessment
 - Plan Development
 - Collateral
 - Crisis Intervention
 - Medication Support Services
 - Case Management
 - Intensive Care Coordination (ICC)
 - Intensive Home Based Services (IHBS)
 - Rehabilitation
 - Therapy
- EPSDT services may not be billed while the child is in an acute hospital setting. is defined as a federally mandated Medicaid option that requires states to provide.
30. Early Intervention Program – Treatment and other services and interventions, including relapse prevention, to address and promote recovery and related functional outcomes for a mental illness early in its emergence.
31. Effective Methods – Service methods that are likely to bring about intended outcomes. Effective methods include:
- Evidence-based practice standard
 - Promising practice standard
 - Community and/or Practice-based evidence standard.
32. Evaluation - An appraisal of the individual’s community functioning in several areas including living situation, daily activities, social support systems and health status. Cultural issues may be addressed where appropriate.
33. Evidence-Based Practices Standard – Activities for which there is scientific evidence consistently showing improved mental health outcomes for the intended population including, but not limited to, scientific peer-reviewed research using randomized clinical trials.
34. Faith-Based Organization – Charitable or social service organizations that, literally, are based in faith of a particular religion or denomination. However, the consumer of these

services is not required to adhere to or participate in religious activities of the type of organization.

35. Family-Centered – The needs of children that are addressed in the context of their families. Parents or other persons who are the primary or natural caregivers for the children participate in all aspects of the development and implementation of the plan of support and services, to the degree they are able, and to the extent permitted by any outstanding orders of the court.
36. Family Setting/Types – Any family setting where there is a relative or caregiver interested in strength-based services and willing to work toward permanency. This may include parents, relative placements, guardianships, resource homes, and/or foster homes.
37. File Transfer Protocol (FTP) – A network protocol for transmitting files between computers over Transmission Control Protocol/Internet Protocol (TCP/IP) connections.
38. Formal/Professional Resources, Services, and Supports – Traditional social service options administered by professionals, (e.g., counseling, psychological evaluations, parenting classes, and anger management training).
39. Foster Care – A temporary placement, which assists children in preparing for return to their birth parents or for a more permanent placement such as adoption or guardianship. Social workers visit the home on a regular basis to provide services to support the children's needs. Foster parents and Resource Parents receive ongoing financial and medical assistance for the child.
40. Full-Time Equivalent (FTE) – The percentage of time a staff member works represented as a decimal. A full-time person is 1.00, a half-time person is 0.50 and a quarter-time person is 0.25.
41. Health Insurance Portability and Accountability Act (HIPAA) – The acronym for the Health Insurance Portability and Accountability Act of 1996. A federal law designed to provide privacy and information security standards to protect patients' medical records and other health information provided to health plans, doctors, hospitals and other health care Vendors.
42. Integrated Core Practice Model (ICPM) – <https://cdss.ca.gov/Portals/9/CCR/ICPM/>. is defined as a set of concepts, values, principles, and standards of practice that outline an integrated approach to working with children/youth and families involved with multiple systems of care. ICPM is further defined in the DHCS manual, Pathways to Mental Health Services Core Practice Model Guide. (<https://cdss.ca.gov/inforesources/the-integrated-core-practice-model>).

The Values and Principles of ICPM are:

- Children are first and foremost protected from abuse and neglect and maintained safely in their own homes.
- Children have permanence and stability in their living situation.
- Parent/Family voice, choice, and preference are assured throughout the process.
- Wraparound is a community-based effort.
- Services are needs driven, strength-based, trauma informed, and family focused from the first conversation with or about the family.
- Services are developmentally appropriate, individualized and tailored to the strengths and needs of each child and family.

- Services are delivered through a multi-agency collaborative approach that is grounded in a strong community base.
 - Services are team-based and incorporate a blend of formal and informal resources designed to assist families with successful transition that ensure long-term success.
 - Services are culturally competent and respectful of the culture of children and their families.
 - Services and support are provided in the child and family's community.
43. Intensive Care Coordination (ICC) Coordinator – An identified coordinator that ensures participation by the child or youth, family or caregiver and significant others so that the child/youth's assessment and plan address the child/youth's needs and strengths in the context of the values and philosophy of the ICPM. Refer to the DHCS manual, Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) ([Medi-Cal Manual Third Edition ADA](#)).
44. Improve Timely Access to Mental Health Services for Individuals and/or Families from Underserved Populations Strategy – To increase the extent to which an individual or family from an underserved population as defined in Title 9 California Code of Regulations Section 3200.300 who needs mental health services because of risk or presence of a mental illness receives appropriate services as early in the onset as practicable, through program features such as accessibility, cultural and language appropriateness, transportation family focus, hours available, and cost of services.
45. Individuals Experiencing Onset of Serious Mental Illness – Consumers identified as presenting signs of a serious mental illness for the first time.
46. Individualized Service Plan (ISP) – A flexible, creative approach to a plan of care/treatment for clients based on assessment of needs, resources, and family strengths with the ultimate goal of promoting the self-sufficiency of the family in dealing with their unique challenges. The plan reflects the best possible fit with the culture, values, and beliefs of the client and family/caregiver(s) and the referring agency's safety concerns.
47. Inland Regional Center (IRC) – An agency, contracted through the California Department of Developmental Services, which provides services to qualifying children and adults diagnosed with autism, an intellectual disability, and/or cerebral palsy.
48. Katie A. – Katie A. et al. v. Bonta et al. - Refers to a class action lawsuit filed in Federal District Court in 2002 concerning the availability of intensive mental health services to children/youth in California who are either in foster care or at imminent risk of coming into care. A settlement agreement was reached in December 2011, which is implemented through the Integrated Core Practice Model.
49. Mental Health Services Act (MHSA) – The passage of Proposition 63 in November 2004, provided the first opportunity in many years for the Department of Health Care Services to provide increased funding, personnel and other resources to support county mental health programs and monitor progress toward statewide goals for children, transition age youth, adults, older adults and families. The Act addresses a broad continuum of prevention, early intervention and service needs and the necessary infrastructure, technology and training elements that will effectively support this system.
50. Mental illness/mental disorder (as used in the PEI Regulations) – A syndrome characterized by clinically significant disturbance in an individual's cognition, emotion regulation, or behavior that reflects a dysfunction in the psychological or biological

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processes underlying mental functioning. Mental illness is usually associated with significant distress or disability in social, occupational, or other important activities.

51. Medical Necessity – For individuals under twenty-one (21) years of age, a service is “medically necessary” or a “medical necessity” if the service meets the standards set forth in Section 1396d(r)(5) or Title 42 of the United States Code. This section requires provision of Medicaid-coverable services necessary to correct or ameliorate a mental illness or condition discovered by a screening service, whether or not such services are covered under the State Plan. Federal guidance from the Centers for Medicare & Medicaid Services (CMS) makes it clear that mental health services do not need to be curative or restorative to ameliorate a mental health condition. Services that sustain, support, improve, or make a mental health condition more tolerable are considered to ameliorate the condition and are therefore medically necessary and covered as EPSDT services. Services provided to a beneficiary must be medically necessary and clinically appropriate to address the beneficiary’s presenting condition (42 C.F.R. §§ 456.5 and 440.230(b)).

DHCS Behavioral Health Information Notice No. 21-073 provides additional specifics about beneficiaries under twenty-one (21) years of age needing to meet either of the following criteria, (1) or (2) below:

- (1) The beneficiary has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by DHCS, involvement in the child welfare system, juvenile justice involved, or experiencing homelessness as defined in BHIN 21-073.

OR

- (2) The beneficiary meets both of the following requirements in (a) and (b), below:
- a. The beneficiary has at least one of the following:
- i. A significant impairment.
 - ii. A reasonable probability of significant deterioration in an important area of life functioning.
 - iii. A reasonable probability of not progressing developmentally as appropriate.
 - iv. A need for specialty mental health services, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide.
- b. The beneficiary’s condition as described in subparagraph (2) above is due to one of the following:
- i. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems.
 - ii. A suspected mental health disorder that has not yet been diagnosed.
 - iii. Significant trauma placing the beneficiary at risk of a future mental health condition, based on the assessment of a licensed mental health

professional.

52. Memorandum of Understanding (MOU) – An official agreement outlining a mutual understanding between parties as to their working relationship.
53. Multidisciplinary Team (MDT) – The team that brings representatives from County agencies together to work collaboratively.
 - Members of an MDT are united by the realization that child/youth and family issues have complex causes and a serious impact on society.
 - Each member has a designated role and continues to do his or her traditional job, but with the additional insight and assistance provided by others on the team.
 - Formal written agreements, protocols, and/or guidelines signed by authorized representatives of all team components allow for routine sharing of information among team members.
54. Needs Driven Services – A treatment determined through the formal assessment of child/youth and family needs. Family expression of needs is a valuable component in this process.
55. Non-Stigmatizing and Non-Discriminatory – Promoting, designing, and implementing Programs in ways that reduce and circumvent stigma, including self-stigma, and discrimination related to being diagnosed with a mental illness, having a mental illness or seeking mental health services, and making services accessible, welcoming, and positive.
56. Outcome-Based - A County-approved system that measures the effectiveness and efficiency of services and support being provided. Measurable change in outcomes is used as a mechanism for continuous quality monitoring, reporting and improvement.
57. Objective Arts - The web-based data system used by the San Bernardino County Department of Behavioral Health and required by DHCS to provide structure to the utilization of TCOM tools (e.g., CANS & ANSA). This training is a hands-on course intended to provide staff with the knowledge needed to utilize the Objective Arts system in the field.
58. Parent Partner - A staff who is a parent or family member of a child with serious emotional disturbance, hired to work closely with DBH Parent Partners. The duties and responsibilities of Parent Partners are either administrative or claimable as an allowable billable service, but not both.
59. Pediatric Symptom Checklist – 35 (PSC-35) – A psychosocial screening tool designed to facilitate the recognition of cognitive, emotional, and behavioral problems so appropriate interventions can be initiated as early as possible. Parents/caregivers will complete PSC-35 (parent/caregiver version) for children and youth from four (4) years of age to eighteen (18) years of age.
60. Prevention – Activities and services occurring prior to a diagnosis for a mental illness. Includes services that reduce risk factors for developing a potentially serious mental illness and stressors, build protective factors and skills and increase support. Promotes positive cognitive, social and emotional development and encourages a state of well-being that allows the individual to function well in the face of changing and sometimes challenging circumstances.
61. Presumptive Transfer of Medi-Cal (AB 1299) – An Assembly Bill included in Welfare & Institutions Codes 14714 and 14717.1. Presumptive transfer of Medi-Cal occurs when a child or youth with an open child welfare case is placed outside of their County of Jurisdiction unless there has been a waiver of presumptive transfer completed. Vendors

are expected to comply with the requirements of AB 1299 and work collaboratively with child welfare agencies from other counties as needed.

62. Promising Practices Standard – Activities for which there is research demonstrating effectiveness, including strong quantitative and qualitative data showing positive outcomes, but the research does not meet standards used to establish evidence-based practices and does not have enough research or replication to support generalizable positive public health outcomes.
63. Request for Proposal (RFP) – The document used to solicit a solution or solutions from potential Vendors to a specific problem or need. Although price is important, originality and effectiveness of the proposal and the background and experience of the Proposer are evaluated in addition to the proposed price.
64. Resource Family/Parent – In accordance with the Continuum of Care Reform, families taking on the responsibility of caring for Dependents shall be approved through the Resource Family Approval process, which includes a specific amount of training and orientation. Resource Families will be replacing foster families as CCR is implemented.
65. Risk Factors – Conditions or experiences that are associated with a greater than average risk of developing a potentially serious mental illness. Risk factors include, but are not limited to biological, including family history and neurological, behavioral, social/economic, and environmental.
66. Serious mental illness / serious mental disorder / severe mental illness (as used in the PEI Regulations) – A mental illness that is severe in degree and persistent in duration, which may cause behavioral functioning which interferes substantially with the primary activities of daily living, and which may result in an inability to maintain stable adjustment and independent functioning without treatment, support, and rehabilitation for a long or indefinite period of time. These mental illnesses include but are not limited to, schizophrenia, bipolar disorder, post-traumatic stress disorder, as well as major affective disorders or other severely disabling mental disorders.
67. Satisfaction Survey – A survey designed to measure the child's/youth's, the families, and/or the referring Department's overall satisfaction with the service rendered. Satisfaction Surveys address specific aspects of service provision in order to identify problems and opportunities for improvement.
68. Seriously Emotionally Disturbed (SED) – refers to minors under twenty-one (21) years who have a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders which results in behavior inappropriate to the child's age according to expected developmental norms. Members of this target population shall meet one or more of the following criteria:
 - i. As a result of the mental disorder the child has substantial impairment in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the community; and either of the following occurs:
 - 1) The child is at risk of removal from home or has already been removed from the home; or
 - 2) The mental disorder and impairments have been present for more than six (6) months or are likely to continue for more than one year without treatment.
 - 3) The child displays one of the following: psychotic features, risk of suicide, or risk of violence due to a mental disorder.

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4) The child has been assessed pursuant to Article 2 (commencing with Section 56320) of Chapter 4 of Part 30 of Division 4 of Title 2 of the Education Code and determined to have an emotional disturbance, as defined in paragraph (4) of subdivision (c) of Section 300.8 of Title 34 of the Code of Federal Regulations.

69. Specialty Mental Health Services – Individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, collateral, medication support, therapy, rehabilitation, and plan development. [Note: Please note which of the following services are required for each program. SATS will only provide these services if a participant is a EPSDT Medi-Cal beneficiary eligible for Medi-Cal funded services (meets medical necessity criteria and is under the age of twenty-one (21)).
- a. Assessment – A service activity designed to evaluate the current status of a child’s mental, emotional, or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the child’s clinical history; analysis of relevant cultural issues and history; diagnosis; and the use of testing procedures.
 - b. Collateral – A service activity to a Significant Support Person in a child’s life for the purpose of meeting the needs of the child in terms of achieving the goals of the child’s/youth’s client plan. Collateral may include, but is not limited to, consultation and training of the significant support person(s) to assist in better utilization of mental health services by the child, consultation and training of the significant support person(s) to assist in better understanding of the child’s/youth’s serious emotional disturbance; and family counseling with significant support person(s) in achieving the goals of the child’s/youth’s client plan. The child/youth may or may not be present for this service activity. NOTE: Per CalAIM payment reform there is no longer a specific code to capture collateral activities, but this activity is included within other billable service codes. For example, activities historically billed under collateral may be billable under Intensive Case Coordination for youth twenty-one (21) and younger.
 - c. Crisis Intervention – A quick emergency response service enabling the individual and/or family, support system and/or involved others to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible, and in the least restrictive care as applicable. A crisis is an unplanned event that results in the individual’s need for immediate service intervention. Crisis intervention services are limited to stabilization of the presenting emergency. This service does not include Crisis Stabilization, which is provided in a twenty-four (24) hour health care facility or hospital outpatient program. Service activities include but are not limited to assessment, evaluation, collateral and therapy (all billed as crisis intervention).
 - d. Intensive Care Coordination (ICC) – Targeted case management services designed to capture the time spent working with children being served by multiple agencies. This includes assessment of strengths and needs, care planning, and coordination of services, including urgent services for children and youth who meet the Katie A. Subclass criteria. Refer to the DHCS manual, Medi-Cal Manual for Intensive Care

Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) for Katie A. Subclass Members ([Medi-Cal Manual Third Edition ADA](#)) for additional information.

- e. Intensive Home Based Services (IHBS) (optional) – Services that includes intensive, individualized, strength-based, and needs-driven intervention activities that support the engagement and participation of the child/youth and significant others and help the child/youth develop skills and achieve the goals and objectives of the plan. IHBS (EPSDT Medi-Cal) may only be provided to children and youth who meet the Katie A. Subclass criteria. IHBS (EPSDT Medi-Cal) must be authorized within a CFTM. Refer to the DHCS manual, Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) ([Medi-Cal Manual Third Edition ADA](#)) for additional information.
- f. Medication Support Services – Services that include staff persons practicing within the scope of their professions by prescribing, administering, dispensing and/or monitoring of psychiatric medications or biologicals necessary to alleviate the symptoms of mental illness. This service includes:
 - 1) Evaluation of the need for medication.
 - 2) Evaluation of clinical effectiveness and side effects of medication.
 - 3) Obtaining informed consent.
 - 4) Medication education (including discussing risks, benefits and alternatives with the individual, family or significant support persons).
 - 5) Plan development related to the delivery of this service.
- g. Plan Development – A service activity that consists of development of client plans, approval of client plans, and/or monitoring and recording of a child's/youth's progress.
- h. Rehabilitation – A service activity that includes, but is not limited to, assistance in improving, maintaining, or restoring a child's/youth's or group of children's/youth's functional skills, daily living skills, social and leisure skills, and grooming and personal hygiene skills; obtaining support resources; and/or obtaining medication education.
 - 1) Assistance in restoring or maintaining an individual's functional skills, social skills, medication compliance, and support resources.
 - 2) Age-appropriate counseling of the individual and/or family, support systems and involved others.
 - 3) Training in leisure activities needed to achieve the individual's goals/desired results/personal milestones.
 - 4) Medication education for family, support systems and involved others.
- i. Targeted Case Management (TCM) – Services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development. TCM may be either face-to-face or by telephone with the child/youth or significant support persons and may be provided anywhere in the community.
- j. Therapeutic Behavioral Services (TBS) – One-to-one behavioral mental health services available to children/youth with serious emotional challenges who are under age 21 and who are eligible for a full array of Medi-Cal benefits without restrictions or limitations (full scope Medi-Cal). Prior authorization from the Mental Health Plan is

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- required. For SAP and SATS these services will be accessed, if needed, by working with another DBH vendor who holds a TBS Program contract.
- k. Therapy – A service activity that may be delivered to an individual or group of individuals and may include family therapy (when the individual is present). Therapeutic interventions are consistent with the individual's goals, desired results, and personal milestones and focus primarily on symptom reduction as the means to improve functional impairments.
70. State Bill (SB) 785 – Legislation intended to facilitate the receipt of medically necessary specialty mental health services by a Dependent who is placed outside of their county of jurisdiction. The bill clarifies responsibility for treatment authorizations and transfers the responsibility for the provision of services to the host county while keeping the financial responsibility to authorize and pay for services with the county of jurisdiction.
 71. Strategy – A planned and specified method within a Program intended to achieve a defined goal.
 72. Strength-based – The process of developing an Individualized Service Plan beginning with an assessment of the strengths of all the family members and other individuals involved with the family team. The Plan emphasizes the strengths of the family rather than their problems and deficits. It evaluates and utilizes family strengths in the individualized planning process. This is a departure from the professional-driven service delivery system that traditionally focuses on family deficits and generally fails to identify strengths.
 73. Subject Matter Experts (SMEs) – The technical experts in Objective Arts program for their agency or program. Only users designated as agency SMEs can access the Objective Arts program.
 74. Transformational Collaborative Outcomes Management (TCOM) - A framework into the daily care of mental health consumers within San Bernardino County. The TCOM system was developed by the Praed Foundation in 1998 and specific tools have been modified by DBH and Praed in an effort to ensure that the needs of the County's specific population are addressed. These tools are the Adult Needs and Strengths – San Bernardino and the Child and Adolescent Needs and Strengths – San Bernardino. TCOM:
 - a. Focuses on change and impact to all levels of activities
 - b. Information is integrated into all activities with the consumer, family, and staff as full partner
 - c. Measures are relevant to decisions about and evaluation of interventions
 - d. Information is used to manage services, from an individual consumer level to supervision to individual programs to the entire system of care
 75. Transitional Age Youth (TAY) – A term used to describe consumers who are sixteen (16) to twenty-five (25) years old.
 76. Trauma Exposed – Those who are exposed to traumatic events or prolonged traumatic conditions including grief, loss and isolation.
 77. Trauma-Informed Care (TIC) - Understands and considers the pervasive nature of trauma and promotes healing and recovery environments rather than practices and services that may inadvertently re-traumatize.
 78. Treatment Progress Report – A structured report indicating current status, progress in treatment, and expectation of future services.

79. Unduplicated – When reporting the number of unduplicated clients, an individual client is to be included in the number reported; that individual client shall only be included once for the year, no matter how many times the individual client returns for assistance during the year.
80. Underserved or inappropriately served – Those individuals who may be receiving some services, but whose services do not provide the necessary opportunities to participate and move forward and pursue their wellness/recovery goals.
81. Unserved – Those individuals who are not receiving mental health services, particularly those who are a part of racial ethnic populations that have not had access to mental health services.
82. Ward – A child or youth who is under the jurisdiction of the San Bernardino County Juvenile Court pursuant to WIC Section 602 and is under the supervision of Probation.
83. Welfare and Institutions Code (W&I Code) – A series of statutes in California that includes programs and services designed to provide protection, support, or care of individuals. The purpose of these statutes is to provide protective services to the fullest extent deemed necessary by the juvenile court, probation department, or other public agencies designated by the Board of Supervisors to perform the duties prescribed to ensure that the rights or physical, mental, or moral welfare of children are not violated or threatened by their present circumstances or environment.

III. SATS MISSION AND GOALS

A. Overview

SATS is intended to provide access to mental health care for school-age children, making it extremely important for providers to cultivate strong working relationships with Local Education Areas (LEAs). Cooperation and collaboration with schools in respective service region(s) is crucial in order to provide services on local campuses (as permitted by LEAs) and for identifying additional school-based services for linkages within San Bernardino County. The target population for SATS is children and youth initially dealing with mental health issues (i.e., mild to moderate within spectrum of medical necessity) and those with established long-term difficulties (i.e., severely emotionally disturbed). Target population is limited to full scope Medi-Cal Beneficiaries who are enrolled, or recently were enrolled, in the school district.

Additionally, it is expected that in the provision of services to Dependents (aka, Foster Children) providers will adhere to the Core Practice Model; working in a highly collaborative manner and providing Intensive Care Coordination (ICC) as needed.

SATS is to provide EPSDT Medi-Cal Specialty Mental Health services for school-age children and youth (i.e., up to twenty-one (21) years of age) who are experiencing significant distress due to a mental health condition and who meet medical necessity criteria. The target population for SATS is children and youth initially dealing with mental health issues (i.e., mild to moderate within spectrum of medical necessity) and those with established long-term difficulties (i.e., severely emotionally disturbed). Services will minimally include the following: Assessment, Plan Development, Targeted Case Management, Intensive Care Coordination, Rehabilitation, and Therapy. Provision of these services should be carried out within an easily accessible location for school aged clients and must be available for all twelve months of the fiscal year.

The Contractor will serve children, youth and their families during the term of the Contract with a primary focus in the areas and regions of San Bernardino County more commonly

known as East Valley, West Valley, High Desert, Mountain, and Eastern Desert. The Contractor shall screen clients generated and referred by DBH outpatient contract agencies, acute inpatient psychiatric hospitals, agencies and local schools; in conjunction with the DBH, shall develop admission policies and procedures regarding those persons who are eligible for services; and shall provide a discharge plan for all cases that aids in the maintenance of a stable level of functioning. (Cases will be discharged following completion of services, an acceptable level of stability and linkage with supportive resources.)

B. Program Objective

1. The overall objective of School-Aged Treatment Services (SATS) is to restore or maintain functioning consistent with the requirements for learning, development, independent living and enhanced self-sufficiency in school-age children who are Medi-Cal beneficiaries and have experienced significant impairment from mental health difficulties. Service priority should be given to unserved/underserved populations and children/youth that are dually diagnosed with co-occurring disorders. Additional service priorities are as follows:
 - a. Children who are emotionally disturbed in the target populations.
 - b. Children in foster homes referred for assessments by the regional DBH liaison to the Department of Children's Services.
 - c. Children referred from DBH
2. The intent of this program is to provide access to mental health care to school-age children, making it extremely important for providers to cultivate strong working relationships with Local Education Areas (LEAs). Cooperation and collaboration with schools in respective service region(s) is crucial in order to provide services on local campuses (as permitted by LEAs) and for identifying additional school-based services for linkages within San Bernardino County.
3. The program objective is to:
 - a. Provide services appropriate to needs based on functioning and cultural background.
 - b. Provide effective services that are continually reviewed and revised as needed.

C. Values, Principles, Basic Tenets, and Philosophies of the Core Practice Model:

1. Children are first and foremost protected from abuse and neglect and maintained safely in their own homes.
2. Services are needs driven, strength-based, and family focused from the first conversation with or about the family.
3. Services are individualized and tailored to the strengths and needs of each child and family.
4. SATS is a community-based effort.
5. Services are delivered through a multi-agency collaborative approach that is grounded in a strong community base.
6. Parent/Family voice, choice, and preference are assured throughout the process.
7. Services incorporate a blend of formal and informal resources designed to assist families with successful transitions that ensure long-term success.

8. Services are culturally competent and respectful of the culture of children and their families.
9. Services and support are provided in the child and family's community.
10. Children have permanence and stability in their living situation.
11. It is further expected that the client population will be reflective of the social, economic and ethnic characteristics of the communities served by the Contractor.

IV. PERSONS TO BE SERVED (TARGET POPULATION)

- A. School-age children and youth (i.e., up to twenty-one (21) years of age) who are experiencing significant distress due to a mental health condition and who meet medical necessity criteria. This includes children and youth who, while receiving mental health services, move outside the local area. Services should be continued as appropriate. The target population for SATS is children and youth initially dealing with mental health issues (i.e., mild to moderate within spectrum of medical necessity) and those with established long-term difficulties (i.e., severely emotionally disturbed). Target population is limited to full scope Medi-Cal Beneficiaries who are enrolled, or recently were enrolled, in the school district, but are not limited to children and youth enrolled in public schools.
- B. Service priority should be given to unserved/underserved populations and children/youth that are dually diagnosed with co-occurring disorders.
- C. Additionally, it is expected that in the provision of services to Dependents (aka, Foster Children) providers will adhere to the Integrated Core Practice Model (ICPM); working in a highly collaborative manner and providing Intensive Care Coordination (ICC) as needed.

V. PROGRAM DESCRIPTION

SATS programs are an essential part of the continuum of care, as they provide a link between school-age children/youth and appropriate mental health services. An essential aspect of SATS is close collaboration with other programs for provision of appropriate services.

EPSDT is a federally mandated Medi-Cal plan requiring states to provide screening, diagnostic and treatment services to eligible Medi-Cal recipients under the age of twenty-one (21). The intent of the program is to extend Medi-Cal coverage to children and youth to "ascertain physical and mental defects" and "to provide treatment to correct or ameliorate defects and chronic conditions found." Thus, the Contractor will be expected to provide a full range of services that are tailored to meet the respective target population in each geographic area to be served by the Contractor.

- A. Mental Health Services
 1. Assessment
 2. Case Management
 3. Crisis Intervention
 4. Medication Support Services (Optional)
 5. Plan Development
 6. Rehabilitation
 7. Therapy
- B. Overall Service Requirements

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1. Contractor will have primary responsibility to provide the full range of mental health services to children/youth that live within the Contractor's service area(s), including crisis and emergency services.
2. Accept referrals directly from DBH and other child serving agencies
3. Maintain a system/protocol to address crisis and emergency situation, twenty-four (24) hours a day – seven (7) days a week, to meet the needs of the child/youth/family.
4. Develop, coordinate and provide formal therapeutic treatment services based on assessments and treatment recommendations.
5. Develop a system to screen and prioritize clients awaiting treatment and those in treatment, to ensure availability of service to the most severely ill.
6. Provide services in a culturally competent manner by recruiting, hiring, training and maintaining staff that provide culturally appropriate services to diverse populations.
7. Ensure clinical staff are trained in identification, treatment, and management of eating disorders.
8. Review and maintain information in Objective Arts on a weekly basis.
9. Median number of business days between a complete referral received and first attempted contact of family is two (2) days or less.
10. Median number of days between first contact and intake meeting is fourteen (14) calendar days or less.
11. Median number of days between first assessment appointment and provision of first treatment plan driven service is thirty (30) calendar days or less.
12. Median number of days between treatment services will be less than twenty-one (21).
13. Services provided will be within a range of intensities (e.g., three (3) times per week to two (2) times per month). Within this range it is expected that at least twenty percent (20%) of the children and youth served receive low-intensity services (i.e., two (2) times per month or less). It is also expected that SATS will provide more intensive services for a short period of time (e.g., two (2) times per week for five (5) weeks) if needed; however, a referral to a more intensive program must be considered if this higher intensity is needed.
14. Median number of EPSDT Specialty Mental Health hours provided to a client who meets Medi-Cal Necessity will be at least one (1) hour per week during the first three (3) months of service.
15. Provide structure and support to children/youth enrolled in the program, including assisting the child/youth in engaging in appropriate activities.
16. Work towards reducing impulsivity in children/youth enrolled in the program.
17. Increase social and community competencies by building or reinstating those daily living skills that will assist the child/youth to live successfully in the community.
18. Maintain a clear audit trail between school-aged treatment services and the provision of other specialty mental health services.

19. Establish a plan to deal with a crisis involving the client, family members and treatment team.
20. Ensure there are adequate budgeted funds to pay for all necessary treatment staff, supplies and tools.
21. Maintain ongoing communication with the DBH Program Manager and make all policies and procedures (administrative and service-related) available to the Program Manager on a regular basis.
22. Contractor's Director or designee must attend regional meetings as scheduled.
23. Contractor must make pamphlets available, identifying the clinic and its services in threshold languages (English and Spanish) for distribution to the community.

VI. DESCRIPTION OF SPECIFIC SERVICES TO BE PROVIDED

The following list of mental health service activities includes both required and optional services to be provided:

- A. Assessment (required): A service activity designed to evaluate the current status of a child's/youth's mental, emotional, or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of clinical history; analysis of relevant cultural issues and history; diagnosis; and the use of testing procedures.
- B. Collateral (required): A service activity to a Significant Support Person in a child's life for the purpose of meeting the needs of the child in terms of achieving the goals of the child's/youth's client plan. Collateral may include, but is not limited to, consultation and training of the significant support person(s) to assist in better utilization of mental health services by the child, consultation and training of the significant support person(s) to assist in better understanding of the child's/youth's serious emotional disturbance; and family counseling with significant support person(s) in achieving the goals of the child's/youth's client plan. The child/youth may or may not be present for this service activity. Note: Per CalAIM payment reform, there is no longer a specific service code to bill for collateral activities. Clinical activities historically billed under collateral may be billable under Intensive Case Coordination for youth twenty-one (21) and younger or other service codes that allow for these activities.
- C. Crisis Intervention (required): A quick emergency response service enabling the individual, his or her family, support system, and/or involved others to cope with a crisis, while maintaining the child's status as a functioning family and/or "immediate community" member to the greatest extent possible, and in the least restrictive care as applicable. A crisis is an unplanned event that results in the individual's need for immediate service intervention. Crisis intervention services are limited to stabilization of the presenting emergency. This service does not include Crisis Stabilization, which is provided in a twenty-four (24) hour health care facility or hospital outpatient program. Service activities include but are not limited to assessment, evaluation, collateral, and therapy (all billed as crisis intervention).

D. Intensive Care Coordination (required): Within the Integrated Core Practices Model (ICPM) there is a need for thorough collaboration between all Child and Family Team (CFT) members. Planning within the ICPM is a dynamic and interactive process that addresses the goals and objectives necessary to accomplish goals. The ICC Coordinator is responsible for working within the CFT to ensure that plans from any of the multi system partners are integrated to comprehensively address the identified goals and objectives and that the activities of all parties involved with the service to the child/youth and/or family, are coordinated to support and ensure successful and enduring change.

ICC is similar to the activities provided through Targeted Case Management (TCM). ICC must be delivered using a Child and Family Team (CFT) to develop and guide the planning and services delivery process. ICC may be utilized by more than one mental health provider; however, there must be an identified mental health ICC Coordinator that ensures participation by the child or youth, family or caregiver and significant others so that the child/youth's assessment and plan addresses the child/youth's needs and strengths in the context of the values and philosophy of the Integrated Core Practice Model (ICPM).

ICC must be provided at the frequency needed to address the needs effectively. For many children this is monthly, but it should be provided more frequently if the situation warrants.

Activities coded as ICC may include interventions such as:

- 1) Facilitation of the development and maintenance of a constructive and collaborative relationship among child/youth, his/her family or caregiver(s), other providers, and other involved child-serving systems to create a CFT.
- 2) Facilitation of a care planning and monitoring process which ensures that the plan is aligned and coordinated across the mental health and child serving systems to allow the child/youth to be served in his/her community in the least restrictive setting possible.
- 3) Ensure services are provided that equip the parent/caregiver(s) to meet the child/youth's mental health treatment and care coordination needs, described in the child/youth's plan.
- 4) Ensure that medically necessary mental health services included in the child/youth's plan are effectively and comprehensively assessed, coordinated, delivered, transitioned and/or reassessed as necessary in a way that is consistent with the full intent of the Integrated Core Practice Model (ICPM).
- 5) Provide active participation in the CFT planning and monitoring process to assure that the plan addresses or is refined to meet the mental health needs of the child/youth.

NOTE: ICC was initially developed solely for the use with children with an open child welfare case who meet the 'Subclass' criteria of a class action lawsuit; however, ICC is a service available to all EPSDT Medi-Cal beneficiaries in need of this service.

Contractor must provide ICC for all children with an open child welfare case who meet the criteria for the 'Subclass' as least once every thirty (30) days, as this is the least frequent level of coordination needed for this population.

ICC may be provided in any setting; however, when provided in a hospital, psychiatric health facility, community treatment facility, STRTP or psychiatric nursing facility, it may

be used solely for the purpose of coordinating placement of the child/youth on discharge from those facilities and may be provided during the thirty (30) calendar days immediately prior to the day of discharge, for a maximum of three (3) nonconsecutive periods of thirty (30) calendar days or less per continuous stay in the facility as part of discharge planning. Additional information on ICC may be obtained from the DHCS publication "Medical Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) Services for Medi-Cal Beneficiaries".

- E. Intensive Home Based Services (IHBS) (Optional) are intensive, individualized and strength-based, need driven intervention activities that support the engagement and participation of the child/youth and his/her significant support persons and to help the child/youth develop skills and achieve the goals and objectives of the plan. IHBS are not therapeutic services.

Activities coded as IHBS may include interventions such as:

- 1) Medically necessary skill-based interventions for remediation of behaviors or improvement of symptoms, including but not limited to the implementation of positive behavioral plan and/or modeling interventions for the child/youth's family and/or significant other to assist them in implementing the strategies.
- 2) Development of functional skills to improve self-care, self-regulation, or other functional impairments by intervening to decrease or replace non-functional behavior that interferes with daily living tasks or the avoidance of exploitation by others.
- 3) Development of skills or replacement behaviors that allow the child/youth to fully participate in the CFT and service plans including but not limited to the plan and/or child welfare services plan.
- 4) Improvement of self-management of symptoms, including self-administration of medications as appropriate.
- 5) Education of the child/youth and/or their family or caregiver(s) about, and about to manage the child/youth's mental health disorder or symptoms:
- 6) Support of the development, maintenance and use of social networks including the use of natural and community resources.
- 7) Support to address behaviors that interfere with the achievement of a stable and permanent family life.
- 8) Support to address behaviors that interfere with a child/youth's success in achieving educational objectives in an academic program in the community.
- 9) Support to address behaviors that interfere with transitional independent living objectives such as seeking and maintaining housing and living independently.

NOTE: IHBS was initially developed solely for use with children with an open child welfare case who meet the 'Subclass' Criteria of a class action lawsuit. However, IHBS is a service available to all EPSDT Medi-Cal beneficiaries in need of this service.

- IHBS was developed to be provided within the context of the Integrated Core Practice Model and requires the provision of ICC to ensure a participatory CFT. IHBS may be provided to all EPSDT Medi-Cal Beneficiaries in need of this

service; however, IHBS still requires the provision of ICC to ensure a participatory coordination of services.

- According to Information Notice No.: 19-026, IHBS may not be provided unless prior authorization from the Mental Health Plan is granted. To request authorization, providers will follow DBH's Prior Authorization for IHBS Procedure.
- DBH will notify the requesting provider in writing within five (5) business days of a decision. DBH will also notify the client in writing of any decision to deny a service authorization or request, or to authorize a service in an amount, duration, or scope that is less than required. IHBS Services will be authorized for up to one hundred twenty-five (125) hours for six (6) months. Requests for more Authorization of services may be submitted according to the DBH Prior Authorization for IHBS Procedure.
- IHBS, as it is currently documented in the DHCS publication, has multiple requirements for authorization [e.g., should be authorized within a CFT Meeting with authorizations no longer than ninety (90) days]. The requirements provided by DHCS shall be followed and if new requirements are published, the new requirements shall be followed.
- IHBS is typically, but not only, provided by paraprofessionals under clinical supervision. IHBS can be provided in any setting and is expected to be provided primarily in the home, school, or other community setting.
- Additional information on IHBS may be obtained from the DHCS publication "Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS) & Therapeutic Foster Care (TFC) Services for Medi-Cal Beneficiaries, Third Edition, January 2018."

F. Medication Support Services (optional): Medication support services include staff persons practicing within the scope of their professions by prescribing, administering, dispensing and/or monitoring of psychiatric medications or biological factors necessary to alleviate the symptoms of mental illness. This service includes:

- 1) Evaluation of the need for medication
- 2) Evaluation of clinical effectiveness and side effects of medication
- 3) Obtaining informed consent
- 4) Medication education (including discussing risks, benefits and alternatives with the individual, family or significant support persons)
- 5) Plan development related to the delivery of this service

Note: It is recognized that many of the children/youth served through SATS will not require medication services, and many of those requiring medication services are best served through collaboration with their pediatrician; however, psychiatric care is a critical element to services and may be included in the SATS program. If medication support services are not included in the SATS proposal, Proposer must explain how medication support will be attained for clients in need of this service.

G. Plan Development (required): A service activity that consists of developing and approving client plans, and monitoring and recording an individual's progress.

- H. Rehabilitation (required): A service activity that includes, but is not limited to, assistance in improving, maintaining, or restoring a child/youth or group of children/youth functional skills, daily living skills, social and leisure skills, and grooming and personal hygiene skills; obtaining support resources; and/or obtaining medication education. This service includes:
 - 1) Assistance in restoring or maintaining an individual's functional skills, social skills, medication compliance, and support resources
 - 2) Age-appropriate counseling of the individual and/or family, support systems and involved others
 - 3) Training in leisure activities needed to achieve the individual's goals/desired results/personal milestones
 - 4) Medication education for family and other support systems
- I. Targeted Case Management (required): Services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development. Targeted Case Management may be either face-to-face or by telephone with the child/youth or significant support persons and may be provided anywhere in the community.
- J. Therapy (required): A service activity that is a therapeutic intervention, focusing primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to a child/youth or a group of children/youth and may include family therapy.

VII. BILLING UNIT

Generally, the Contractor shall collect revenues for the provision of the services described in this agreement. Such revenues may include, but are not limited to, fees for services, private contributions, grants or other funds. All revenues collected shall be used to offset the cost of services and should, therefore, be considered in computing the proposed schedules to this agreement.

a. **Billing Unit (EPSDT Medi-Cal)**

The billing unit for EPSDT Medi-Cal mental health services, medication support services, rehabilitation support services, crisis intervention and case management/brokerage is staff time, based on minutes of time. The exact number of minutes used by staff providing a reimbursable service shall be reported and billed. In no case shall more than sixty (60) units of time be reported or claimed for any one staff person during a one (1) hour period. Also, in no case shall the units of time reported or claimed for any one staff member exceed the hours worked.

When a staff member provides service to or on behalf of more than one individual at the same time, the staff member's time must be pro-rated to each individual. When more than one staff person provides a service, the time utilized by all involved staff members shall be added together to yield

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the total billable time. The total time claimed shall not exceed the actual staff time utilized for billable service. The time required for documentation and travel shall be linked to the delivery of the reimbursable service.

Plan development is reimbursable. Units of time may be billed for time spent on plan development activities, regardless of whether there is a face-to-face or phone contact with the individual or significant other. All treatment plans shall be developed in collaboration with individual and/or significant others.

b. **UMDAP**

The Contractor shall abide by the criteria and procedures set forth in the Uniform Method of Determining Ability to Pay (UMDAP) manual consistent with State regulations for mental health programs. The Contractor shall not charge behavioral health/ mental health patients in excess of what UMDAP allows.

VIII. FACILITY LOCATION

Contractor's facility(ies) where outpatient services are to be provided is/are located at a Medi-Cal certified address and school districts where the agency has entered into a mutual MOU:

- A. The Contractor shall comply with all requirements of DHCS to maintain Medi-Cal Certification and obtain necessary fire clearances. Short-Doyle/Medi-Cal Contractors must notify the DBH at least sixty (60) days prior to a change of ownership or a change of address. The DBH will request a new Contractor number from the State.
- B. The selected Contractor(s) will maintain facilities and equipment and operate continuously with at least the number and classification of staff required for the provision of services.
- C. The Contractor shall obtain the prior written consent of the Director of DBH or the designee before terminating outpatient services at the above location or providing services at another location.
- D. Selected Contractor(s) must have a location that is accessible by public transportation and approved by DBH.
- E. The Contractor shall provide adequate furnishings and clinical supplies to do outpatient therapy in a clinically effective manner.
- F. The Contractor shall maintain the facility exterior and interior appearances in a safe, clean, and attractive manner.
- G. The Contractor shall maintain a current fire clearance (i.e., every two (2) years) and have adequate fire extinguishers and smoke alarms, as well as a fire safety plan.
- H. The Contractor shall have an exterior sign clearly indicating the location and name of the clinic.
- I. The Contractor shall have clinic pamphlets identifying the clinic and its services, in threshold languages, for distribution in the community.

IX. STAFFING

All staff shall be employed by, or contracted for, by the Contractor. The staff described will work the designated number of hours per week in full-time equivalents (FTE's), perform the job functions specified and shall meet the California Code of Regulations requirements. All clinical

treatment staff providing services with DBH funding shall be licensed or waived by viable internship by the State.

- A. Contract must ensure requirements for all staff members are met including, but not limited to:
1. **Background checks and Criminal Record Reviews any other required clearances, etc.**-The Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Contract. The Contractor will notify the County immediately of loss or suspension of any such licenses and permit.
 2. **Department of Justice (DOJ) Clearance/Live Scan**-The Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.
 3. **Health and Safety**-The Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where program services are provided under the terms of the Contract.
 4. **Licensure and Certification Requirements**-Pre-licensed, licensed, pre-certified, and certified staff should have appropriate educational background and experience to work with target population. Early intervention services must be provided by registered pre-licensed, or licensed staff.
 5. **Professional Development and Staff Training Requirements**- Staff should have an appropriate background and training for working with the target population of children and families. Ensure staff attend County provided orientation and/or training including cultural competency training to assure equal access and opportunity for services, and to improve service delivery. Staff to attend SAP training and annual Southern Region Student Wellness Conference as appropriate, as well as training requirements articulated in the Cultural Competency Plan.
 6. **Tuberculosis (TB) Testing**- The Contractor will ensure that staff employed under this contract be screened for Tuberculosis via a skin or blood test.
- B. All treatment staff shall work within their scope of practice as defined by DBH or their license type; psychotherapists must be licensed or waive by the State. Treatment professionals should be primarily comprised of professionals trained in working with children/youth with mental health needs.
- C. Personnel shall possess appropriate licenses, certificates, and be qualified in accordance with applicable statutes and regulations. Contractor will obtain, maintain and comply with all necessary government authorizations, permits and licenses required to conduct

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operations. In addition, the Contractor will comply with applicable Federal, State and local laws, rules, regulations and orders in its operations, including compliance with all applicable safety and health requirements concerning Contractors' employees.

- D. Ensure staff is given a training plan, to include attending County training courses, such as cultural competency training, to ensure equal access and opportunity for services, and to improve service delivery practices.
- E. A staff roster must be kept current and must be provided to DBH Program Manager or designee. Additionally, all copies of licenses and waivers will be provided to DBH Program Manager or designee on a regular basis. A staff organizational chart must be kept current and must be provided to the DBH Program Manager or designee within seventy-two (72) hours of staff changes.
- F. Resources must be sought to continuously obtain the necessary linguistic and/or translation capabilities necessary to serve the applicable population.
- G. Staff shall hold regular case conferences to evaluate the effects of treatment and the need for continued treatment and/or transition.
- H. Provide continual services with at least the number and classification of staff required for the provision of services.
- I. Serve as a positive role model and assist the children/youth in developing the ability to sustain self-directed appropriate behaviors, internalize a sense of social responsibility, and/or enable appropriate participation in community activities.
- J. Participate in weekly/monthly treatment plan meetings and conference calls requiring input and feedback regarding the progress of the intervention and continued client needs.
- K. Program must include bilingual staff, English and Spanish speaking, as the community and/or client/family population needs warrant.
- L. Contractor is responsible for ensuring all staff are provided sufficient support to maximize their utilization of various data systems. Currently, this includes utilization of Objective Arts, the CANS-SB tracking and reporting system and myAvatar, the local billing system. Expectation is that Contractor will have a sufficient number of staff fully trained in these systems and function as subject matter experts so that they are able to support other staff as needed. This responsibility may be assigned to any appropriate staff in any position, but the Contractor must clarify how this requirement will be met and maintained for the duration of the contract.
- M. Staff should be comprised of personnel with the appropriate background and education to establish and maintain effective treatment services. Personnel must also be culturally proficient to deliver services in a manner most appropriate to the target population. Staff should include the following positions, or equivalent to the following:
 - 1. **Program Manager:** The FTE for this position will be allocated program according to the Schedule A/B as accepted by DBH. The Program Manager must include a clinical background, but is not required to be actively licensed in their clinical profession. Primary responsibilities of the manager include: ensuring compliance with all contract provisions, overseeing the allocation of program resources, and effectively engaging/collaborating with all involved agencies (e.g., CFS, DBH, First 5, Preschool Services, etc.).
 - 2. **Clinic Supervisor:** The FTE for this position be allocated program according to the Schedule A/B as accepted by DBH. The Clinic Supervisor must be a licensed clinician

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with experience with the target population. Clinic Supervisors may be a Licensed Marriage and Family Therapist (MFT), Licensed Clinical Social Worker (LCSW), Licensed Professional Clinical Counselor (LPCC), or Licensed Clinical Psychologist (Ph.D. or Psy.D.). The supervisor must possess experience developing behavioral treatment plans and working with emotionally and behaviorally disturbed children/youth and their families/care givers. Mental Health Services may include a variety of activities which support the child's/youth's residential placement or transition to the least restrictive level of community care and may also be provided by pre-licensed psychologist, clinical social worker and/or marriage and family therapist under the supervision of the Clinic Supervisor.

3. **Clinical Therapist:** Who is a licensed, registered, or waived by the State, clinical professional (Clinical Psychologist, LCSW, LMFT, LPCC, MSW Intern and MSW). Within the scope of licensure, this position will provide psychotherapy, psychotherapeutic treatment and counseling for clients exhibiting a variety of mental health and related disorders.
4. **Behavioral Health Specialist:** Who assists in the development and implementation of treatment plans including leading activity groups and providing rehabilitation/supportive counseling; develops and maintains community networks and educational programs; provides social services such as client advocacy and placement for both prospective and current client; and performs other related work as required.
5. **Peer and Family Advocates:** Mental health consumers and/or their family members who serve as advocates for consumers to help them access DBH and community resources such as TAY Centers, clubhouses, social events, wellness and recovery activities, self-help groups, and mental health and drug and alcohol services.
 - a. Conduct various types of support groups, classes, wellness and recovery activities, and recreational activities through the department and contract agencies and promote the Mental Health Service Plan.
 - b. Access and distribute educational information to the public and various internet resources related to education; utilize the computer to maintain files, records, and basic statistics on program activities, participation, and attendance.
6. **Volunteer:** This position is not required for the program; however, it may be included. Volunteers are unpaid, unlicensed staff that provide informal support. Volunteers must still comply with the County's training courses as appropriate, including HIPAA training, before rendering any service.

X. ADMINISTRATIVE AND OUTCOMES/EVALUATION REQUIREMENTS

- A. Contractor shall have written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
- B. The main clinic office will be available for a minimum of forty (40) hours per week by appointment. Services will primarily be field based in the natural settings of the child and parent and access will be available twenty-four (24) hours per day through answering system and paging system.

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- C. Contractors are required to have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers services to non-Medi-Cal beneficiaries. If the provider only serves Medi-Cal beneficiaries, the hours of operation must be comparable to the hours made available for Medi-Cal services that are not covered by the Contractor or another Mental Health Plan, i.e., must be available during the times that services are accessible by consumers based on program requirements.
- D. The Contractor shall abide by the criteria and procedures set forth in the Uniform Method of Determining Ability to Pay (UMDAP) manual consistent with State regulations for mental health programs. The Contractor shall not charge mental health clients in excess of what UMDAP allows.
- E. The Contractor shall maintain client records in compliance with all regulations set forth by the State and provide access to clinical records by DBH staff.
- F. The Contractor shall maintain ongoing compliance with Medi-Cal Utilization Review requirements and record keeping requirements. The Contractor will participate in ongoing contract related Medi-Cal audits by the State. A copy of the plan of correction regarding deficiencies will be forwarded to DBH.
- G. The Contractor shall maintain high standards of quality of care for the units of service which it has committed to provide.
 - 1. The Contractor's staff shall hold regular case conferences to evaluate the effects of treatment and the need for continued treatment.
 - 2. The Contractor has the primary responsibility to provide the full range of mental health services to clients referred to Contractor.

The Contractor shall develop a system to screen and prioritize clients awaiting treatment and those in treatment to target the availability of service to the most severely ill clients. Contractor and the applicable DBH Program Manager or designee will have ongoing collaboration to assist Contractor in identifying the target population(s) as defined in this Addendum. Contractor will participate as needed in weekly staffing of children's cases to assist in identifying the target population.
 - 3. Summary copies of internal peer review conducted must be forwarded to DBH.
- H. The Contractor shall participate in DBH's annual evaluation of the program and shall make required changes in areas of deficiency.
- I. The Contractor shall ensure that there are adequate budgeted funds to pay for all necessary treatment staff, supplies and tools.
- J. The Contractor shall maintain a separate and clear audit trail reflecting expenditure of funds under this Agreement.
- K. The Contractor shall make available to the DBH Regional Program Manager copies of all administrative policies and procedures utilized and developed for service location(s) and shall maintain ongoing communication with the Program Manager regarding those policies and procedures.
- L. Contractor must submit a report to the DBH Regional Program Manager by the fifth of each month. As a minimum, the monthly report must include an overview of the total caseload, number of Medi-Cal cases and non-Medi-Cal cases. The report is to cover changes and status of staffing, program and services that impact service delivery under

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the Contract. A copy of staff or team and peer review meetings minutes will be forwarded to DBH.

- M. The program shall submit additional reports as required by DBH.
- N. The Contractor's Director or designee must attend regional meetings as scheduled.
- O. The Contractor shall make clients aware of their responsibility to pay for their own medications. However, if the client experiences a financial hardship, and the client cannot function without the prescribed medication, the Contractor shall cover the cost of those medications listed on the current Medi-Cal Formulary.
- P. Vacancies or changes in staffing plan shall be submitted to the appropriate DBH Program Manager within 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.
- Q. The Contractor understands that compliance with all standards listed is required by the State and the County of San Bernardino. Failure to comply with any of the above requirements or special provisions below may result in reimbursement checks being withheld until the Contractor is in full compliance.
- R. Contractor shall maintain ongoing compliance with Medi-Cal Utilization Review requirements and Medicare record keeping requirements. The Contractor will participate in ongoing Medi-Cal audits by the State DHCS. A copy of the plans of correction regarding deficiencies must be forwarded to DBH.
- S. Participate and cooperate with DBH bi-annual and/or annual site reviews; such reviews may require follow-up and action/correction plans.
- T. Collect, analyze, and report on evaluation elements and their outcomes as defined by DBH.
- U. Perform testing/evaluation services in accordance with the frequency required by the testing instrument(s). This will – at minimum – include the Child, Adolescent, Needs and Strengths: Comprehensive Multisystem Assessment (CANS) – San Bernardino.
- V. Process Measures:
 - 1. Average number of EPSDT Specialty Mental Health Hours Provided to a client who meets Medi-Cal necessity will be at least one (1) hour per week during the first three (3) months of service.
 - 2. Average number of days from First Assessment to First Treatment Services will be less than thirty (30) days.
 - 3. Average number of days between treatment services will be less than twenty-one (21).
- W. Data Reporting Elements including when data is due, how it should be submitted, and any other specifics:
 - 1. Primary data is gathered through the billing systems, which will be completed by the tenth (10th) day of the month following the billing for the previous month's Medi-Cal based services.
 - 2. Exception is the "opening" and "closing" of clients within the billing system. This will be done within five (5) working days of admission and discharge from the facility.
 - 3. Data shall be entered, either directly or through approved batch upload

- processes, into Objective Arts at least every two weeks.
4. ICC Coordinator information will be entered and maintained in Objective Arts.
 5. The Objective Arts Subject Matter Expert will support Objective Arts users, assist in problem solving data staff questions and rectifying errors prior to contacting DBH.
 6. Data shall be entered into the Network Adequacy Certification Tool (NACT) as required by DHCS and per DBH instructions.
 7. Complete and submit weekly and monthly status reports to DBH Program Manager or designee as requested.
- X. Child, Adolescent Needs and Strengths Assessment – San Bernardino: (CANS-SB) shall be completed by clinical staff. The CANS-SB shall be completed:
1. Within thirty (30) days of admission,
 2. Every six (6) months, and
 3. Within thirty (30) days of discharge.
 4. Clarifications:
 - A CANS-SB is not required at admission if the client does not meet the criteria for services **AND** there is deemed insufficient information to complete the CANS-SB accurately.
 - In no case shall a period of more than six (6) months pass without completing a CANS-SB.
 - A CANS-SB is not required at discharge if a six (6) month (i.e., Update) CANS-SB, was administered within the past thirty (30) days **AND** no significant change in the client’s presentation has occurred.

XI. DEPARTMENT OF BEHAVIORAL HEALTH RESPONSIBILITIES

- A. DBH shall provide technical assistance to the Contractor in regard to EPSDT/Medi-Cal requirements, as well as charting and Utilization Review requirements.
- B. DBH shall participate in evaluating the progress of the overall program in regard to responding to the mental health needs of local communities.
- C. DBH shall monitor the Contractor on a regular basis in regard to compliance with all requirements.
- D. DBH shall provide linkages with the total Mental Health system to assist Contractor in meeting the needs of its clients.
- E. DBH shall provide CANS-SB training and documentation.

XII. OUTCOME MEASURES AND DATA REPORTING

. The Contractor will strive to meet the following goals and outcomes

Goal	Key Outcomes
<ul style="list-style-type: none"> • Provide services appropriate to needs based on functioning and cultural background. 	<ul style="list-style-type: none"> • Service Appropriateness: <ul style="list-style-type: none"> ➤ Services match the individual consumer’s needs and strengths in accordance with system-of-care

<ul style="list-style-type: none"> • Provide effective services that are continually reviewed and revised as needed. 	<p>values and scientifically derived standards of care</p> <ul style="list-style-type: none"> • Service Effectiveness: <ul style="list-style-type: none"> ➤ Improved Functioning ➤ Reduction in symptom distress ➤ Well-being and positive health.
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B. The contractor will evaluate the progress of the overall program, specifically regarding responses to the mental health needs of local communities (e.g., audits, annual program reviews, contract monitor site reviews, and/or revising of special incidents), and provide outcomes updates to the Program Manager or designee upon request.

XIII. SPECIAL PROVISIONS

- A. A review of productivity of the Contractor shall be conducted after the end of each quarter of each fiscal year.
- B. The Contractor and DBH will work jointly to monitor outcome measures.
- C. Satisfaction Surveys will be provided to beneficiaries and parent/caregivers upon completion/termination of SATS.
- D. The Contractor and DBH will participate in evaluating the progress of the overall program in regard to responding to the mental health needs of local communities (i.e. Annual Program Review, quarterly site reviews, audits, etc.).
- E. The Contractor must comply with California Vehicle Restraint Laws which states:
 - Children under two (2) years of age shall ride in a rear-facing car seat unless the child weighs forty (40) or more pounds OR is forty (40) or more inches tall. The child shall be secured in a manner that complies with the height and weight limits specified by the manufacturer of the car seat.
 - Children under the age of eight (8) must be secured in a car seat or booster seat in the back seat.
 - Children who are eight (8) years of age OR have reached four feet and nine inches (4'9") in height must be secured by a safety belt.
 - Passengers who are sixteen (16) years of age and over are subject to California's Mandatory Seat Belt law.
- F. Contractor must start providing assessment and treatment services as soon as possible, but no later than one hundred twenty (120) days from the contract start date.
- G. Contractor must obtain Medi-Cal certification in order to bill EPSDT Medi-Cal for services provided to Medi-Cal eligible children/youth. If Contractor is not Medi-Cal certified at the time that the contract is awarded, Contractor must submit Medi-Cal certification paperwork to the DBH Program Manager within thirty (30) days of the start date of the contract. Not obtaining Medi-Cal certification within one hundred twenty (120) days from the contract start date may result in contract termination.
- H. Contractor must pay an annual charge to support utilization of an outside database (Objective Arts) for the purpose of gathering outcome information. The annual fee will be 0.26% of the total annual contract amount and will be due to DBH by the end of the fifth

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(5th) month of each fiscal year (November), upon Contractor's receipt of an invoice for this cost as issued by DBH. Maximum cost for this service will not exceed 0.26% of the annual contract amount.

- I. Contractor(s) must be available to initiate services with new clients during all twelve (12) months of the fiscal year; waiting lists are not permitted. (This requirement takes effect immediately after Contractor is Medi-Cal certified to provide services and must fall within the one hundred twenty (120) day requirement from the start of the contract term.) Notification to DBH that a Contractor is unable to initiate any more services during a fiscal year will result in monthly contract management meetings for the remainder of the fiscal year and the following fiscal year, until DBH Program Manager is satisfied that fiscal resources are being allocated in such a way that the Contractor is able to initiate services to new clients during any of the remaining months of the applicable fiscal year.
- J. County will only reimburse Contractor for services provided to out-of-county Medi-Cal beneficiaries if applicable through the Senate Bill (SB) 785 Out of County Placements process and if the SB785 procedures are followed by Contractor. These procedures require contact with the DBH Access Unit prior to the onset of services being delivered.
- K. Contractor(s) will comply with Assembly Bill (AB) 1299 Presumptive Transfer of Medi-Cal as it relates to Dependents and Wards. This applies to children and youth placed into San Bernardino County from other counties as well as children and youth placed by San Bernardino County agencies (i.e., CFS and Probation) into other counties.

ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS**Contractor shall:**

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

1. Contractor certifies to the following:
 - a. it is not presently excluded from participation in Federal and State funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a Federal or State agency which is likely to result in exclusion from any Federal or State funded health care program, and/or
 - c. unlikely to be found by a Federal and State agency to be ineligible to provide goods or services.
2. As the official responsible for the administration of Contractor, the signatory certifies the following:
 - a. all of its officers, employees, agents, subcontractors 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 twenty-four (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 subcontractors 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.

Laura Tapia
 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 about 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 username 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 non-dictionary 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 from DBH's Office of Information Technology.
9. System Timeout. The system providing access to DBH PHI or PI must provide an automatic timeout, requiring re-authentication 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. Users 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 twenty-four (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 crosscut 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 five hundred (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.



Levine Act – Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: West End Family Counseling Services
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: _____
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

ATTACHMENT III

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No

Yes If **yes**, please provide the contribution information in Question 11.

10. Has an agent of Contractor made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No

Yes If **yes**, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Contractor understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.

FEDERAL CONTRACTING PROVISIONS

Contractor shall comply with the following additional terms:

A. Clean Air Act and the Federal Water Pollution Control Act (42 USC §§ 7401-7671q, 33 USC §§ 1251-1387.)**Clean Air Act**

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the federal funding source, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the federal funding source, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

B. Procurement of Recovered Materials (45 CFR § 75.331)

1. Contractor shall comply with the provisions of section 6002 of the Federal Solid Waste Disposal Act, as amended by the federal Resource conservation and Recovery Act, as the same may be amended, which include (but are not necessarily limited to): procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR Part 247 (as the same may be amended) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines.
2. This provision does not apply if the items cannot be acquired—
 - a. Competitively within a time frame providing compliance with the contract performance schedule.
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
3. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

4. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

C. Prohibited Telecommunications and Video Surveillance Equipment and Services (2 C.F.R. §200.216)

Contractor certifies that it will not use contract funds to:

- (1) Procure or obtain covered telecommunications equipment or services.
- (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services.
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

“Covered telecommunications equipment or services” means those equipment and services defined at 2 C.F.R. §200.16(b).

D. Domestic Preference for Procurements (2 C.F.R. § 200.322)

Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

E. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended))

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to the County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

[certification continued on next page]

ANTI- LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor, West End Family Counseling Services, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Laura Tapia, Executive Director, CEO
Name and Title of Contractor's Authorized Official

Date

CaAIM PAYMENT REFORM RATE SCHEDULE

San Bernardino County Department of Behavioral Health
 CaAIM Payment Reform Rate Schedule
 Effective January 1, 2026

Individual		
DHCS Equivalent	Hourly Payment Rate	
	Contracted Program Category 1	Contracted Program Category 2
Certified AOD Counselor	\$ 257.82	\$ 276.24
Mental Health Rehabilitation Specialist	\$ 233.86	\$ 250.56
Other Qualified Practitioner	\$ 233.86	\$ 250.56
Peer Support Specialists	\$ 245.55	\$ 263.09
Community Health Worker	\$ 239.70	\$ 256.82
LCSW (Licensed, Waivered or Registered)	\$ 310.83	\$ 333.03
MFT/LPCC (Licensed, Waivered or Registered)	\$ 310.83	\$ 333.03
Licensed Psychiatric Technician	\$ 218.48	\$ 234.08
Psychologist (Licensed or Waivered)	\$ 480.32	\$ 514.63
Licensed Vocational Nurse	\$ 254.85	\$ 273.05
Medical Assistant	\$ 175.19	\$ 187.70
Licensed Physician	\$ 1,194.33	\$ 1,279.64
Nurse Practitioner	\$ 593.92	\$ 636.34
Occupational Therapist	\$ 413.76	\$ 443.32
Physician Assistant	\$ 535.65	\$ 573.92
Registered Nurse	\$ 485.12	\$ 519.77

Service Description	Per Occurrence Payment Rate
Interactive Complexity	13.22
Interpretive Services	22.32

Contracted Program Category 1
All other Specialty Mental Health Services
All Substance Use Disorder & Recovery Services providing outpatient DMC-ODS

Contracted Program Category 2
All Full Service Partnerships
Therapeutic Behavioral Services
Children's Residential Intensive Services