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Contract Number

24-409

SAP Number

Department of Behavioral Health

Table with contract details: Department Contract Representative (Diana Barajas), Telephone Number ((909) 388-0862), Contractor (Aegis Treatment Centers, LLC), Contractor Representative (Kelly Priegnitz), Telephone Number (856-261-1464), Contract Term (January 1, 2024 through December 31, 2027), Original Contract Amount (\$30,168,584), Amendment Amount (N/A), Total Contract Amount (\$30,168,584), Cost Center (52002445).

THIS CONTRACT is entered into in the State of California by and between San Bernardino County, hereinafter called the County, and Aegis Treatment Centers, LLC referenced above, hereinafter called Contractor.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County desires to purchase and Contractor desires to provide Narcotic Treatment Program services, and,

WHEREAS, this Agreement is authorized by law,

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

TABLE OF CONTENTS

| Article | Page |
|----------------------------------------------------------------------|------|
| Referenced Contract Provisions | 4 |
| I. Definition of Terminology | 5 |
| II. General Contract Requirements | 6 |
| III. Contract Supervision | 7 |
| IV. Performance | 7 |
| V. Funding | 16 |
| VI. Limitations on Use of Funds | 17 |
| VII. Payment | 18 |
| VIII. Electronic Signatures | 20 |
| IX. Fiscal Award Monitoring | 20 |
| X. Final Settlement: Audit | 21 |
| XI. Single Audit Requirement | 22 |
| XII. Special Reports | 23 |
| XIII. Contract Performance Notification | 24 |
| XIV. Probationary Status | 24 |
| XV. Duration and Termination | 24 |
| XVI. Patient/Client Billing | 25 |
| XVII. Personnel | 26 |
| XVIII. Licensing and Certification | 30 |
| XIX. Administrative Procedures | 32 |
| XX. Laws and Regulations | 35 |
| XXI. Patients' Rights | 42 |
| XXII. Confidentiality | 43 |
| XXIII. Admission Policies | 43 |
| XXIV. Medical Records/Protected Health Information | 44 |
| XXV. Transfer of Care | 45 |
| XXVI. Quality Assurance/Utilization Review | 45 |
| XXVII. Independent Contractor Status | 46 |
| XXVIII. Subcontractor Status | 46 |
| XXIX. Attorney Costs and Fees | 48 |
| XXX. Indemnification and Insurance | 48 |
| XXXI. Nondiscrimination and Grievance and Compliant Procedures | 52 |
| XXXII. DBH Notice of Personal/Civil Rights | 55 |
| XXXIII. Drug-Free Workplace | 55 |
| XXXIV. Contract Amendments | 56 |
| XXXV. Assignment | 56 |
| XXXVI. Legality and Severability | 56 |
| XXXVII. Improper Consideration | 56 |
| XXXVIII. Venue | 57 |
| XXXIX. No Third Party Beneficiary | 57 |
| XL. Conclusion | 58 |

Addendum I - Agreement for Narcotic Treatment Program

TABLE OF CONTENTS

- Attachment I - Notice of Personal/Civil Rights (English and Spanish)
- Attachment II - Attestation Regarding Ineligible/Excluded Persons
- Attachment III - Data Security Requirements
- Attachment IV - Campaign Contribution Disclosure (SB 1439)

Referenced Contract Provisions

Term: January 1, 2024 through December 31, 2027

Maximum Obligation:

Total Annual Maximum Obligation:

\$ 7,542,146

Payment method:

Fee – For – Service

Services Provided:

| Type of Service | Non-Perinatal NTP and MAT Services Rates | Perinatal NTP and MAT Services Rates |
|----------------------------------------|------------------------------------------|--------------------------------------|
| Methadone | Agreed Rate | Agreed Rate |
| Buprenorphine – Naloxone Combo Film | Agreed Rate | Agreed Rate |
| Buprenorphine – Naloxone Combo Tablets | Agreed Rate | Agreed Rate |
| Buprenorphine Mono | Agreed Rate | Agreed Rate |
| Disulfiram | Agreed Rate | Agreed Rate |
| Buprenorphine Injectable (Sublocade) | Agreed Rate | Agreed Rate |
| Naltrexone Injectable (Vivitrol) | Agreed Rate | Agreed Rate |
| Naloxone HCL – 2 Pack (Generic) | Agreed Rate | Agreed Rate |
| Naloxone HCL – 2 Pack (Narcan) | Agreed Rate | Agreed Rate |
| Ind. Counseling | Agreed Rate | Agreed Rate |
| Group Counseling | Agreed Rate | Agreed Rate |

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 "Contractor" means a person or company that undertakes a contract to provide materials or labor to perform a service or do a job.
- F. The term County refers to San Bernardino County in which the Contractor physically provides covered substance use disorder treatment services.
- G. 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.
- H. The term "Director," unless otherwise stated, refers to the Director of DBH for San Bernardino County.
- I. The "State and/or applicable State agency" as referenced in this Contract is the Department of Health Care Services (DHCS) along with affiliated departments that relate to substance use disorder treatment services.
- J. The term "SUDRS" refers to the San Bernardino County Department of Behavioral Health, Substance Use Disorder and Recovery Services.
- K. The term "unit of service" refers to the time spent by the Contractor staff to deliver substance use disorder program services to the client(s).

With respect to substance use disorder treatment services, a unit of service includes staff time spent conducting individual counseling, collateral services, and group treatment counseling sessions. Other services, including time spent documenting client charts and documenting treatment sessions in the charts, should be included in the Contractor's cost of the unit of service in fifteen (15) minute increments on a calendar day.

- L. The term "group counseling session," per Medi-Cal regulations, means face-to-face contacts in which one or more therapists or counselors treat two (2) or more clients at the same time with a maximum of twelve (12) in the group, lasting 90 minutes. Group counseling sessions are for treatment. Charting the group session is not included in the 90-minute group counseling session.

- M. The term "individual counseling session" means a face-to-face, telehealth, or telephonic meeting with a therapist or counselor with one (1) individual. Individual counseling sessions are for treatment and shall be claimed using fifteen (15) minute increments. One session may include multiple units of service. Time spent documenting shall not be included within the individual counseling session.
- N. The term "Room and board" means the payment of the cost of lodging (or a room) and food.
- O. Full Service Partnership (FSP) is a comprehensive and intensive mental health program for adults with severe and persistent mental illness.

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. Material Misstatement/Misrepresentation

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

E. 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".

F. 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.

G. 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 to the County. Contractor shall notify DBH when the primary contact will be unavailable for an extended absence and will 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 three (3) business days. DBH will respond within a reasonable amount of time.
- C. Contractor shall provide the DBH with contact information, specifically, name, phone number and email address of Contractor's staff member who is responsible for the following processes: Business regarding administrative issues, Technical regarding data issues, Clinical regarding program issues; and Facility.

IV. Performance

- A. Recovery 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 substance use disorder. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services shall support the individual in accomplishing his/her desired results. Program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community 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. Recovery programs by design may employ credentialed personnel and/or others with expert knowledge and experience in the substance use disorder treatment and recovery field.
- B. Under this Agreement, the Contractor shall provide those services, which are dictated by attached Addenda and/or Attachments; specifically, Contractor will adhere to **Addendum I Agreement For The Provision Of Substance Use Disorder Services Narcotic Treatment Program**. 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, and all memos, letters, or instruction given in writing by the Director and/or Program Manager II or designee in the provision of any and all Substance Use Disorder programs. In the event information in the Addenda and/or Attachments conflicts with the basic Agreement, then information in the Addenda and/or Attachments shall take precedence to the extent required by law.
- C. **Data Collection and Performance Outcome Requirements**
Contractor shall comply with all local, State and Federal regulations regarding Performance Outcomes measurement requirements and participate in the outcomes

measurement process, as required by the State and/or DBH and as outlined in the California Outcomes Measurement System (CalOMS).

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

The State and/or applicable State agency has 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 required for local, State and Federal reporting.
2. Contractor shall provide information by entering, uploading, or providing the information through a mutually agreed upon format, on a timely basis to ensure reporting accuracy, 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. Individualized data collection applications as specified by DBH.
 - d. Any other data or information collection system identified by DBH or the State and/or applicable State agency.
3. Contractor shall comply with all requirements regarding paper or online forms:
 - a. Annual Treatment Perception Surveys (paper-based): 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 service, program, and survey data will be provided in accordance with all DBH established timelines.

5. Contractor will ensure that data is consistent with DBH's specified operational definitions, that data is 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, quarterly, 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, as well as requirements set forth in 42 C.F.R § 2.52 Research.
 - a. Contractor shall ensure that if any performance under this agreement or any subcontract or sub-agreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. § 2.63a (CLIA) and the regulations thereunder.

Note: Independent research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalized 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.

D. Right to Monitor and Audit Performance and Records

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to reasonably review and audit all records, books, papers, documents, corporate minutes, financial records, staff information, patient records other pertinent items as requested pertaining to beneficiaries receiving network services from the County Drug Medi-Cal Organized Delivery System ("DMC-ODS"), 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 accordance with all privacy rules, regulations, and laws, in any auditing or monitoring conducted, according to this agreement and per 42 C.F.R. § 2.53 Audit and Evaluation.

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 related to County beneficiaries. 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 the Contractor on probationary status, as referenced in the Probationary Status Article, should the 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 that Contractor is not disputing, 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 shall maintain all records and management books pertaining to local service delivery to County beneficiaries and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Contractor shall ensure and oversee the existence of reasonable internal control over fiscal records and financial reporting.

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.

Contractor shall permit DBH and the State access and inspection of electronic or print books and records that pertain to the services provided under this Contract, access to physical facilities, and access and ability to interview employees. Failure to permit access for inspection and/or ability to interview is a breach of this Contract and sufficient basis to terminate for cause or default.

All records shall be complete, 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, final settlement, or until audit findings are resolved, whichever is later.

In the event the Contract is terminated, ends its designated term or the 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 thirty (30) 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 the Contractor.

E. Notwithstanding any other provision of this Agreement, the County may withhold all payments due to the Contractor, if the 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.

F. Cultural Competency

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

1. Cultural and Linguistic Competency

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

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

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

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

- a) Monitoring activities administered by DBH may require Contractor to demonstrate documented capacity to offer services in threshold languages or contracted interpretation and translation services.
- b) procedures must be in place to determine multilingual and competency level(s).
- ii. Demographic information to Contractor on service area for service(s) planning.
- iii. Cultural competency training for DBH and Contractor personnel, when available.
- iv. Interpreter training for DBH and Contractor personnel, when available.
- v. Technical assistance for Contractor in translating mental health and substance use disorder treatment services information to DBH's threshold languages. Technical assistance will consist of final review and field testing of all translated materials as needed.
- vi. The Office of Equity and Inclusion (OEI) may be contacted for technical assistance and training offerings at cultural_competency@dbh.sbcounty.gov or by phone at (909) 386-8223.

G. Public Accessibility

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

H. 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. The 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.

I. 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 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%) of 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/crslist.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 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

J. 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.

K. Internal Control

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

Fiscal practices and procedures shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Additionally, fiscal practices and procedures must comply with the Code of Federal Regulations (CFR), Title II, Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

L. 2-1-1 Registration

Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within 30 days of Contract effective date and follow necessary procedures to be included in the 2-1-1 database. The Contractor shall notify the 2-1-1 San Bernardino County Inland Empire United Way of any changes in program services, location, or contact information within ten (10) days of the change. Services performed as a result of being included in the 2-1-1 database are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the County.

M. 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.

N. 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.

O. 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 user name 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.
- P. All services performed by the Contractor, regardless of funding, shall be entered into the County's billing and transactional database system no later than the seventh (7th) day of the following month. Reports will be run by DBH Fiscal after this date and the reports will be used for payment of services.
- Q. Drug and Treatment Access Report
- Contractor shall comply with all State regulations regarding the Drug and Treatment Access Report (DATAR) requirements and participate in the DATAR process, as required by the State.
- Contractor shall complete the monthly DATAR reporting requirements no later than the fifth (5th) day of the following month for the prior month's services and demographic information.
- Should the Contractor experience system or service failure or other extraordinary circumstances that affect its ability to timely submit a monthly DATAR report, Contractor shall immediately report the problem to DBH in writing. Contractor shall include in the notice a corrective action plan that is subject to review and approval by DBH and DHCS. Contractor acknowledges if the problem is not resolved in the determined grace period, which cannot exceed sixty (60) days, non-DMC payments may be withheld.
- R. 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.
- S. 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.

V. Funding

- A. This Agreement is contingent upon sufficient funds being made available by Federal, State, and/or County governments and their respective fiscal years for the term of the Agreement. The annual funding for this contract is from January 1st through December 31st. Any unspent annual allocation will not roll over and will not be available in future

years. Any unspent annual allocation may, upon County review and approval, be available within the current year.

- B. County will take into consideration requests for changes to the annual allocation during each annual funding period. All requests based on services rendered to County beneficiaries must be submitted in writing by Contractor to DBH Program for utilization review no later than September 1st the operative annual funding period.
- C. A portion of the funding for these services includes Federal Funds. The Federal CFDA numbers are 93.959 and 93.778.
- D. In the event of a reduction of the County's allocation of Federal, State or County funding for substance use disorder programs, the Contractor agrees to accept a negotiated reduction in funding under this Contract to be determined by the County.
- E. Contractor shall maximize the Federal Financial Participation (FFP) reimbursement by claiming all possible Medi-Cal services. Therefore, Contractor must determine on a monthly basis, client eligibility for or entitlement to any and all of the categorical funding used by the County for services to pay for services under the terms and conditions of this Contract. Contractor shall then bill County for those services based on client eligibility or entitlement. Failure to verify eligibility or comply with all program and funding requirements will result in non-payment of services.
 - 1. The County may not be responsible for beneficiaries that do not reside within County boundaries and do not meet eligibility.
- F. If client eligibility for a categorical funding is found by the County to be different than eligibility determined by Contractor, the State's determination of eligibility will be used to reimburse Contractor for said services. Additionally, no payment will be made for identified services if it is determined that Contractor is out of compliance with program and funding requirements.
- G. Contractor Prohibited From Redirections of Contracted Funds:
 - 1. Funds under this Agreement are provided for the delivery of SUD 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.
- H. The maximum financial obligation under this contract shall not exceed \$30,168,584 for the contract term.
- I. The allowable funding sources for this Contract may include: Federal Financial Participation Drug Medi-Cal and 2011 Realignment. Contractor cannot use any funding from this contract as match funds to draw down Federal funding.

VI. Limitation on Use of Funds

- A. Contractor agrees that no part of any federal funds provided under this Contract shall be used to support lobbying activities to influence proposed or pending Federal or State legislation or appropriations.
- B. Contractor shall not use any state or federal funds to provide direct, immediate or substantial support to any religious activity.
- C. No funds made available through this Contract shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
- D. None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substance Act (21USC 812).

VII. Payment

- A. County shall preliminarily pay Contractor at the rates specified on the Referenced Contract Provisions Article of this agreement and based on the units of service provided as entered into DBH's electronic health record system. However, the total of all payments to Contractor and any subcontractors of Aegis Treatment Centers Services shall not exceed County's Maximum Obligation.
- B. Contractor shall bill the County monthly in arrears for County 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 thirty (30) days.
- C. Payment, however, for any mode of service covered hereunder, shall be limited to a maximum monthly amount, which amount shall be determined by County:
 - 1. Subsequent adjustments based on approval of services due to client eligibility; and/or
 - 2. One twelfth (1/12) of the maximum combined County allocations unless there have been payments of less than one twelfth (1/12) of such amount for any prior month of the Contract.
 - 3. County will make available to Contractor a year-to-date Medi-Cal denied claims report on a monthly basis. It is the responsibility of Contractor to make any necessary corrections to the denied services and notify the County. The County will resubmit the corrected services to DHCS for adjudication.
 - 4. In the event that the denied claims cannot be corrected, and therefore the State DHCS will not approve the denied claims, the County may recover the paid funds from Contractor's current invoice payment.
- D. In order for the County to properly report accurate expenditures to the State at the end of the fiscal year, Contractor must have the final Claim Report to the County within 30 (thirty) days following the end of the fiscal year.

- E. Reportable revenues are fees paid by persons receiving services or fees paid on behalf of such persons by the Federal Government, by the California Medical Assistance Program (set forth commencing with Section 14000 of the Welfare and Institutions Code) and by other public or private sources.
- F. Total revenue collected pursuant to this Agreement from fees collected for services rendered and/or claims for reimbursement from the County shall not exceed the Contractor's billed amount of services delivered by the Contractor.
- G. Contractor shall input Charge Data Invoices (CDI's) into the County's billing and transactional database system by the seventh (7th) day of the month for the previous month's services. Contractor will be paid based on Drug 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.
 - 1. In order to properly reimburse Contractor for eligible monthly services, service data entry must be entered in the month of service. Failure to enter current data may result in delay of payment or non-payment.
- H. Contractor shall accept all payments from the 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 the County required to process EFT payments.
- I. When applicable, 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 USC 1396(a) (68)], set forth in that subsection and as the federal Secretary of the United States Department of Health and Human Services may specify.
- J. Contractor agrees that no part of any federal funds provided under this Contract shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at <https://www.opm.gov> (U.S. Office of Personnel Management).
- K. County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- L. As applicable, for Federal Funded Program, Contractor shall charge the County program a de Minimis ten percent (10%) of the Modified Total Direct Cost (MTDC) as indirect cost unless Contractor has obtained a "Negotiated Indirect Cost Rates Agreement" from a cognizant agency responsible for negotiating and approving indirect cost rate for non-profit organizations on behalf of all Federal agencies.

As applicable, for non-Federal funded programs, the County will take into consideration the program requirements and contractor's documented Indirect Cost-Rate as

applicable. As applicable, indirect costs will be limited to 15% unless otherwise agreed upon by the County.

VIII. 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 a contractor desires to use e-signatures in the performance of this Contract, the Contractor shall:
1. 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.
 2. 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.
 3. 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.
 4. Once final, the DBH Compliance will send a second formal letter with the DBH Director's approval and a copy of fully executed E-Signature Agreement will be sent to the Contractor.
 5. DBH reserves the right to change or update the e-signature requirements as the governing State Agency(ies) modifies requirements.
 6. DBH reserves the right to terminate e-signature authorization at will and/or should the contract agency fail to uphold the requirements.
- 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.

IX. Fiscal Award Monitoring

- A. County has the right to monitor the Contract during the award period to ensure accuracy of claim 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, in accordance with 42 CFR §2.53, 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 ensure County or State representative signs an Oath of Confidentiality/confidentiality statement when requesting access to any patient records. Contractor will retain said 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, unless Contractor successfully disputed or appealed such repayment in whole or partially thereof, as allowable and applicable in accordance with the terms and conditions of the respective audit, examination or review. In the event that any remaining repayment is not made on upon request, the County may withhold the amount up to the requested repayment from the upcoming monthly payment(s) on Contractor's claims until the requested repayment has been realized in full.

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 date of final payment, final settlement, or until audit findings are resolved, 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. Said County or State representative shall provide a signed copy of a confidentiality statement similar to that provided for in Section 5328(e) of the Welfare and Institutions Code, when requesting access to any patient records. Contractor will retain said 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 in accordance with this Agreement, said payments will be repaid by Contractor to the County, unless Contractor disputes such repayment in writing. In the event such undisputed 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, in accordance with all local, state, and federal regulations, statutes and laws. 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. In the event, a post Contract audit finds that Contractor is out of compliance in supporting client eligibility requirements for any categorical funding, including Drug Medi-Cal, the services will be deemed unallowable.
- 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 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 sixty (60) 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.

XI. Single Audit Requirement

- A. 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:
 - 1. The audit shall be performed by a licensed Certified Public Accountant (CPA).
 - 2. 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.
 - 3. 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.
 - 4. 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.
 - 5. 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:

- a. Financial statements and schedule of expenditures of Federal awards.
- b. Summary schedule of prior audit findings.
- c. Auditor's report(s).
- d. 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 three (3) years from the date of submission to the FAC.

6. 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:
 - a. 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.
 - b. Any costs of auditing that are 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.

7. Contractor must prepare appropriate financial statements, including Schedule of Expenditures for Federal Awards (SEFA), if applicable.
8. The work papers and the audit reports shall be retained for a minimum of three (3) 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.
9. Audit work papers shall be made available upon request to the County and/or the State, and copies shall be made as reasonable and necessary.

XII. Special Reports

Contractor agrees to submit reports as stipulated by the Director or designee to the address listed below:

Department of Behavioral Health
Substance Use Disorder and Recovery Services Administration
658 E. Brier Dr, Suite 250
San Bernardino, CA 92415

XIII. 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 as quickly as is reasonably possible, in writing or 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.

XIV. 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 (CAP), to be approved by DBH, no later than ten (10) business days from date of notice to become compliant. The CAP shall:
 - 1. Restate each deficiency.
 - 2. List all actions to be taken to correct each deficiency.
 - 3. Identify the date by which each deficiency shall be corrected.
 - 4. Identify the individual who will be responsible for the correction and ongoing compliance.
- 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.

XV. Duration and Termination

- A. The term of this Agreement shall be from January 1, 2024 through December 31, 2027 inclusive. The County may, but is not obligated to, extend awarded contract(s) for up to one additional one-year period contingent on the availability of funds and Contractor performance.
- 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 the 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.
 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 remove the facility from this Agreement immediately.

XVI. Patient/Client Billing

Contractor shall exercise diligence in billing and collecting fees, including the billing of other health insurance if applicable, from patients for services under this Agreement prior to utilizing County funding.

A. Substance Use Disorder Programs

Client fees shall be charged for treatment services provided under the provisions of this Agreement based upon the client's financial ability to pay for service. Fees charged shall approximate estimated actual cost of providing services, and no person shall be excluded from receiving services based solely on lack of financial ability to make payment toward the cost of providing services.

B. Fees

The Director or designee shall approve the Contractor's fee assessment system, which shall describe how the Contractor charges fees and which must take into consideration the client's income and expenses. The fee system shall be in writing and shall be a matter of public record. In establishing fees to clients, a fee system shall be used which conforms to the following guidelines and criteria as prescribed in Section 11852.5 of the California Health and Safety Code:

1. The fee system shall be equitable.
2. The fee charged shall not exceed the actual cost of providing services.
3. The fee system shall consider the client's income and expenses.

4. The fee system shall be approved by the Director or designee.
5. To ensure an audit trail, Contractor shall maintain the following records:
 - a. Fee assessment schedules and collection records.
 - b. Documents in each client's file showing client's income and expenses, and how each was considered in determining fees.

C. Other Insurance Billing

Contractor must bill other health insurance companies and collect share of cost if client has been identified as having such in accordance with the State DMC billing manual and other applicable regulations, policies and procedures. Failure to follow said policies and procedures for billing may result in non-payment of services.

XVII. Personnel

- A. Contractor shall furnish such qualified professional personnel prescribed by Title 9 of the California Code of Regulations as are required for the types of services Contractor shall perform, which services are described in such Addenda as may be attached hereto and/or in all memos, letters, or instruction given by the Assistant Director and/or Program Manager II or designee in the provision of any and all Substance Use Disorder programs. Contractor shall ensure requirements set forth in DHCS' Certification Standards, including Personnel Practices, are followed.
- B. Contractor shall ensure the Staff Master is updated regularly for each service provider with the current employment and license/certification/registration 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 termination. 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).
- C. Contractor agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
- D. 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 CA 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, and within thirty-five (35) days after any change in the ownership 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; and
 - 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 \$25,000 during the 12-month period ending on the date of the request; and
 - 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; and
 - c. The Contractor shall supply the disclosures before entering into a contract and at any time upon the County's request.

- E. Contractor shall confirm the identity of its providers 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 upon hire and at least every three (3) years thereafter.
 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) to ensure providers and Contractor administrative staff are not excluded and confirm provider eligibility. See the Licensing and Certification section of this Contract regarding exclusion checks requirements.
- F. 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.
- G. 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.
- H. Contractor shall ensure all workforce members adhere to code of conduct requirements as specified under California Code of Regulations (CCR) Title 9 Section 9846 and 13060; DHCS Certification Standards 1320 – Program Code of Conduct; and DBH Code of Professional Conduct Policy (ADS060202).
- I. Iran Contracting Act of 2010
- In accordance with Public Contract Code Section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 (https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/SCM/Iran_Contracting_Act_Verification_Form.pdf.) as a person [as defined in Public Contract Code Section 2202(e)] engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code Section 2205.

J. Executive Order N-6-22 – Russian 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 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

K. Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using Attachment IV - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 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 (2) 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 \$250 to any member of the Board of Supervisors or other County elected officer for 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 \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 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.

L. 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.

XVIII. Licensing and Certification

- 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 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.
- C. Contractor shall comply with applicable provisions of the:
 1. California Code of Regulations, Title 9, Division 4, Chapter 8 and Title 22, Sections 51341.1, 51490.1, 51516.1 and 51000 et. seq.
 2. California Business and Professions Code, Division 2
 3. California Health and Safety Code, Division 10.5, Part 2, Chapter 7.5
 4. Code of Federal Regulations, Title 21, Part 1300, et. seq. and Title 42, Part 8
 5. Drug Medi-Cal Certification Standards for Substance Abuse Clinics
 6. Standards for Drug Treatment Programs
- D. 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 is 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.

- E. Contractor shall comply with the United States Department of Health and Human Services, Office of Inspector General (OIG) requirements related to eligibility for participation in Federal and State health care programs as set forth in Executive Order 12549; Social Security Act, 42 U.S. Code, Section 1128 and 1320 a-7; Title 42 CFR, Parts 1001 and 1002, et al; and Welfare and Institutions Code, Section 14043.6 and 14123.
1. Ineligible Persons may include both entities and individuals and are defined as any individual or entity who:
 - a. Is currently excluded, suspended, debarred or otherwise ineligible to participate in the Federal and State health care programs; or
 - b. Has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal and State health care programs after a period of exclusion, suspension, debarment, or ineligibility.
 2. Contractor shall review the organization and all its employees, subcontractors, agents, and physicians for eligibility against the United States General Services Administration's System for Award Management (SAM) and the OIG's List of Excluded Individuals/Entities (LEIE) respectively to ensure that Ineligible Persons are not employed or retained to provide services related to this Contract. Contractor shall conduct these reviews before hire or contract start date and then no less than once a month thereafter.
 - a. SAM can be accessed [at https://www.sam.gov/SAM/](https://www.sam.gov/SAM/).
 - b. LEIE can be accessed at <http://oig.hhs.gov/exclusions/index.asp>.
 3. If the Contractor receives Medi-Cal reimbursement, Contractor shall review the organization and all its employees, subcontractors, agents and physicians for eligibility against the California Department of Health Care Services Suspended and Ineligible Provider (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://files.medi-cal.ca.gov/pubsdoco/SandILanding.aspx](https://files.medi-cal.ca.gov/pubsdoco/SandILanding.aspx).
 4. Contractor shall certify that no staff member, officer, director, partner or principal, or sub-contractor is "excluded" or "suspended" from any federal health care

program, federally funded contract, state health care program or state funded contract. This certification shall be documented by completing the Attestation Regarding Ineligible/Excluded Persons (**Attachment II**) at time of the initial contract execution and annually thereafter. The Attestation Regarding Ineligible/Excluded Persons shall be submitted to the following program and address:

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

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

5. Contractor acknowledges that Ineligible Persons are precluded from employment and from providing Federal and State funded health care services by contract with the County.
6. Contractor shall have a policy regarding prohibition of 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 Office of the Inspector General, General Services Administration, and/or the Department of Health Care Services.
7. Contractor shall immediately notify DBH should an employee become sanctioned or excluded by the Office of the Inspector General, General Services Administration, and/or the Department of Health Care Services.
8. If a contractor subcontracts or employs an excluded party, DBH has the right to withhold payments, disallow costs, or issue a CAP, as appropriate pursuant to HSC Code 11817.8(h).
9. Pursuant to HSC Section 11831.6 and 11831.7, licensed and/or certified alcoholism or drug abuse recovery and treatment facilities, owners, partners, directors, employees, and/or shareholders are prohibited from receiving anything of value for the referral of a person to a substance use disorder (SUD) treatment facility.

Any individual who solicits or receives remuneration in return for referring a patient to a recovery home, clinical treatment facility, or laboratory is subject to criminal penalties and imprisonment in accordance to Title 18 US Code Section 220.

XIX. Administrative Procedures

- A. Contractor agrees to adhere to all applicable provisions of:
 1. State Notices, and;
 2. County DBH Standard Practice Manual (SPM). Both the State Notices and the DBH SPM are included as a part of this Contract by reference.
- B. Contractor shall have a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, any required

State or Federal notices (Deficit Reduction Act), and procedures for reporting unusual occurrences relating to health and safety issues.

C. Notice of Adverse Benefit Determination Procedures

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

D. 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.

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

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

G. If a dispute arises between the parties concerning the performance of this Agreement, DBH and Contractor agree to meet informally to attempt to reach a just and equitable solution.

H. 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.

I. 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 non-proprietary 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 the 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.

J. 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.

K. Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor or subcontractors 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.

L. 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.

M. SUDRS Information and Guidelines

Contractor agrees to adhere to all memos, letters, or instruction given by the Director, Deputy Director, Program Manager II or designee(s) in the provision of any and all SUDRS programs pursuant to state statutes and regulations. Contractor acknowledges full understanding of the provisions referenced in any memos, letters, or instruction given and agrees to operate the respective substance use disorder programs in accordance with the provisions of such information and the provisions of this Contract. At the option of the County, changes may be made during the Contract period. Such changes, when made, will be binding on the Contractor.

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

N. 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.

XX. Laws and Regulations

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

1. Code of Federal Regulations, Title 21, Sections 1301.01-1301.93
2. Code of Federal Regulations, Title 42, Part 2

3. Code of Federal Regulations, Title 45, Sections 96.30-96.33 and 96.120-96.137
4. California Code of Regulations, Title 9
5. California Code of Regulations, Title 22
6. California Health and Safety Code, Division 10.5
7. Government Code, Section 16367.8
8. Government Code, Article 7, Chapter 1, Division 2, Title 5
9. State Administrative Manual, Chapter 7200 and
10. DHCS or applicable State agency(ies) Substance Abuse Prevention and Treatment Block Grant and Drug Medi-Cal Contract.

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. Pro-Children Act of 1994

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

D. Privacy and Security

1. 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), the Health Information Technology for Economic and Clinical Health Act (HITECH), as incorporated in the American Recovery and Reinvestment Act of 2009 (ARRA), and Code of Federal Regulations, Title 42, Part 2. 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, and in accordance to 42 C.F.R. §2.13 Confidentiality Restrictions and Safeguards and HIPAA Privacy and Security rules. 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. Disclosure of PHI, including acknowledgement of participation or referral to/from Part 2 services is prohibited unless a valid client authorization (also referred to as "consent" of disclosure) per 42 CFR §2.31. Contractor shall ensure disclosure without client authorization/consent occurs only for medical emergencies, research, and/or audit and evaluation, as specified under 42 CFR §2.51, §2.52, §2.53, respectively.
4. Contractor shall comply with 42 C.F.R. §2.13 Confidentiality Restrictions and Safeguards and §2.16 Security for Records and 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, PII, IIHI, and e-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, PII, IIHI, and e-PHI, conducting privacy and security awareness and training at least annually and retain training records for six (6) years, and limiting access to those persons, who have a business need. Any disclosure made under 42 C.F.R. Part 2 must be limited to that information which is necessary to carry out the purpose of the disclosure.
5. Violations of privacy and security requirements as specified under 42 CFR Part 2 may be subject to criminal penalty under 42 U.S.C. 290 dd-2(f) and may be subject to fines in accordance with Title 18 of the U.S.C.
6. Contractor shall comply with the data security requirements set forth by the County as referenced in Attachment III.
7. 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; and
 - 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 the 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; and
 - iv. The extent to which the risk to PHI has been mitigated.
- d. Contractor is responsible for notifying the client and for any associated costs that are not reimbursable under this Contract, if a breach has occurred. Contractor must provide the client notification letter to DBH for review and approval prior to sending to the affected client(s).
- e. Make available to the County and governing State and Federal agencies in a time and manner designated by the County or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a potential breach for the purposes of audit or should the County reserve the right to conduct its own investigation and analysis.

E. Program Integrity Requirements

1. General Requirement

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

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

- c. Contractor shall develop a method to verify whether services were actually furnished to beneficiaries and demonstrate the results to DBH.

2. Compliance 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 establish its own Compliance 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, OIG.

Contractor's Compliance Program must include the following elements:

- a. Designation of a compliance officer and compliance committee that is accountable to senior management and/or 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 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.
- ii. Contractor shall have a Compliance Plan demonstrating the seven (7) elements of a Compliance Plan. Contractor has the option to develop its own or adopt DBH's Compliance Plan. Should Contractor develop its own Plan, Contractor shall submit the Plan prior to implementation for review and approval to:

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

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

- c. Code of Conduct

Contractor shall either adopt the DBH Code of Conduct or develop its own Code of Conduct.

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

DBH Office of Compliance

303 East Vanderbilt Way
San Bernardino, CA 92415-0026

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

- ii. Contractor shall distribute to all Contractor's employees, subcontractors, interns, volunteers, and members of Board of Directors a copy of the Code of Conduct. Contractor shall document annually that such persons have received, read, understand and will abide by said Code.
- iii. Pursuant to HSC Section 11831.6 and 11831.7, licensed and/or certified alcoholism or drug abuse recovery and treatment facilities, owners, partners, directors, employees, and/or shareholders are prohibited from receiving anything of value for the referral of a person to a substance use disorder (SUD) treatment facility.

Any individual who solicits or receives remuneration in return for referring a patient to a recovery home, clinical treatment facility, or laboratory is subject to criminal penalties and imprisonment in accordance to Title 18 US Code Section 220.

d. Excluded/Ineligible Persons

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

- e. Contractor shall ensure all workforce members adhere to code of conduct requirements as specified under CCR Title 9 Section 9846 and 13060; DHCS Certification Standards 1320 – Program Code of Conduct; and DBH Code of Professional Conduct Policy (ADS060202).

f. 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 precaution 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 status as required by the respective licensing Board or certifying organization 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).
- g. Response to Detected Offenses
- Contractor shall respond to and correct detected healthcare program offenses relating to this Contract promptly. Contractor shall be responsible for developing corrective action initiatives for offenses.
- h. Training
- i. Compliance
- Contractor is responsible for ensuring its Compliance Officer or designee attends 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.
- ii. Drug Medi-Cal (DMC)
- Contractor shall attend training DBH provides regarding Title 22 regulations and DMC requirements at least once annually. Attendance at any of the annual trainings offered by DHCS

satisfies the DMC requirement.

i. 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.

j. Communication

Contractor shall establish and maintain effective lines of communication between its Compliance Program and DBH's Compliance Officer. 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.

k. 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.

l. 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.

F. Sex Offender Requirements

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

XXI. Patients' Rights

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

XXII. Confidentiality

Contractor agrees to comply with confidentiality requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), commencing with Subchapter C; 42 Code of Federal Regulations Part 2; 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; Section 11812 of the Health and Safety Code; and Title 22, California Code of Regulations Section 51009. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.

- A. Contractor and its employees, agents or subcontractors shall protect from unauthorized disclosure of PII or PHI concerning persons receiving services or being referred for services related to this agreement.
- B. 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. Said confidentiality statements must be kept for inspection for a period of six (6) years following contract termination.
- C. Contractor shall not use or disclose PHI other than as permitted or required by law.
- D. Contractor shall provide patients with a notice of Federal confidentiality requirements, as specified under Admission Policies, Paragraph C.

XXIII. 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 national best practice in accordance with Department of Behavioral Health service priorities. Contractor shall admit clients according to federal and state admission criteria along with time frames established by DBH. Should there be a conflict between federal and state admission criteria and DBH criteria, federal and state admission criteria shall prevail.
- C. Notice to Patients of Federal Confidentiality Requirements

At the time of admission or, in the case that a patient does not have capacity upon admission to understand his/her medical status, as soon thereafter as the patient attains such capacity, the following must be provided:

- 1. Communication to the patient that federal law and regulations protect the confidentiality of substance use disorder patient records; and
- 2. A summary in writing of the federal law and regulations. Required elements of the written summary include:

- a. A general description of the limited circumstances under which a Part 2 program may acknowledge that an individual is present or disclose outside the Part 2 program information identifying a patient as having or having had a substance use disorder;
 - b. A statement that violation of the federal law and regulations by a Part 2 program is a crime and that suspected violations may be reported to appropriate authorities consistent with §2.4, along with contact information;
 - c. A statement that information related to patient's commission of a crime on the premises of the Part 2 program is not protected; and
 - d. A citation to the federal law and regulations.
- D. If Contractor is found not to be in compliance with the terms of Admission Policies Article, this Agreement may be subject to termination.

XXIV. 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 legal requirement for the retention of medical records is:
 - a. For adults and emancipated minors, ten (10) years following discharge (last date of service), contract end date or completion date of any audit, whichever is later);
 - b. For unemancipated minors, a minimum of seven (7) years after they have attained the age of 18, but in no event less than ten (10) years following discharge (last date of service), contract end date or completion date 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 and 42 CFR Part 2. 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.
 - i. 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.
 - ii. 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.
 - iii. 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).
 - iv. Contractor shall maintain responsibility for the medical records of non-county funded clients.

XXV. 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.

XXVI. Quality Assurance/Utilization Review

- A. Contractor agrees to be in compliance with the Laws and Regulations Article of this Contract.

- B. 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 submit its quality improvement plan to DBH SUDRS Administration on an annual basis, and any tools/documents used to evaluate Contractor's documentation, quality of care and the quality improvement process.
- C. 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 SUDRS Administration.
- D. Contractor agrees to be part of the County Quality Improvement planning process through the annual submission of Quality Improvement Outcomes in County identified areas.
- E. 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 behavioral health services. All documentation shall be addressed in the beneficiary record.

XXVII. 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.

XXVIII. Subcontractor Status

- A. If Contractor intends to subcontract any part of the services provided under this Contract to a separate and independent agency or agencies, Contractor must submit a written Memorandum of Understanding (MOU) with that agency or agencies with original signatures to DBH. The MOU must clearly define the following:
 - 1. The name of the subcontracting agency.
 - 2. The amount (units, minutes, etc.) and types of services to be rendered under the MOU.
 - 3. The amount of funding to be paid to the subcontracting agency.
 - 4. The subcontracting agency's role and responsibilities as it relates to this Contract.
 - 5. A detailed description of the methods by which the Contractor will 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 subcontractor directly for any services rendered.
- 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.

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.

XXIX. 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 Article, Part A.

XXX. 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:

a. 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.

b. 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.

c. 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.

d. 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.

e. 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 \$5,000,000 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 limits;

or

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

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) with a two million dollars (\$2,000,000) aggregate limit.
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.

XXXI. Nondiscrimination and Grievance and Complaint Procedures

M. 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.

N. Americans with Disabilities Act/Individuals with Disabilities

Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 1202 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.

O. 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).

P. 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.

Q. Grievance and Complaint Procedures

Contractor shall ensure that staff are knowledgeable on the County DBH Notice of Personal/Civil Rights (designated as Attachment I) and ensure that any complaints by recipients are referred to the County in accordance with the procedures.

R. Charitable Choice Policy

Contractor shall comply with all Federal, State and County rules and regulations that are required for compliance under: Title 42 of the Code of Federal Regulations, Part 54 – Charitable Choice Regulations and DBH’s Standard Practice Manual Charitable Choice Policy.

S. ADA Plan

Contractor shall comply with all Federal, State and County rules and regulations that are required for compliance under:

1. Americans with Disability Act (ADA);
2. Section 504 of the Rehabilitation Act of 1973;
3. 45 (CFR), Part 84, Non-discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance;
4. Title 24 (CCR), Part 2, Activities Receiving Federal Financial Assistance and;
5. Unruh Civil Rights Act California Civil Code (CCC) Sections 51 through 51.3 and all applicable laws related to services and access to services for persons with disabilities (PWD).

T. 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).

U. Policy Prohibiting Discrimination, Harassment, and Retaliation

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

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

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

2. Contractor shall comply with 45 C.F.R. § 160.316 to refrain from intimidation or retaliation. Contractors may not threaten, intimidate, coerce, harass, discriminate

against, or take any other retaliatory action against any individual or other person for:

- a. Filing of a complaint;
- b. Testifying, assisting, or participating in an investigation, compliance review, proceeding, or hearing;
- c. Opposing any unlawful act of practice, provided the individual or person has a good faith belief that the practice opposed is unlawful, and the manner of opposition is reasonable and does not involve a disclosure of protected health information.

XXXII. DBH Notice of Personal/Civil Rights

Contractor shall ensure that staff are knowledgeable on the County DBH Notice of Personal/Civil Rights (designated as **ATTACHMENT I**).

XXXIII. Drug-Free Workplace

By signing this Contract, the Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350 et. seq.), and the Pro-Children Act of 1994, and shall provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that shall be taken against employees for violations of the prohibitions as required by Government Code § 8355 (a).
- B. Establish a drug-free awareness program as required by Government Code § 8355 (b) to inform employees about all of the following:
 1. The dangers of drug abuse in the workplace;
 2. The person's or organization's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations.
- C. Provide, as required by Government Code § 8355 (c), that every employee engaged in performing of the Contract shall:
 1. Be given a copy of the Contractor's drug-free policy statement; and
 2. As a condition of employment on the Contract, agree to abide by the terms of the statement.
- D. Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for future County or State contracts if the County or State determines that any of the following has occurred:
 1. Contractor has made false certification; and/or

2. Contractor has violated the certification by failing to carry out the requirements as noted above.

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.

XXXV. Assignment

- A. This Agreement shall not be assigned by Contractor, either in whole or in part, without the prior written consent of the Director.
- B. This Contract and all terms, conditions and covenants hereto shall inure 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. The organizational change in the Contractor's name or ownership, including Articles of Incorporation or Partnership Agreements, and business licenses, fictitious name permits, and such other information and documentation that may be requested by the State;
 2. That the new licensee shall have custody of the clients' records and that these records or copies shall be available to the former licensee, the new licensee and the County; or
 3. 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
 4. 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

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.

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.

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. No Third-Party Beneficiary

This agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

XL. Conclusion

- A. This Agreement consisting of fifty-eight (58) pages, Schedules, Addenda, and Attachments inclusive is the full and complete document describing the services to be rendered by Contractor to the County, including all covenants, conditions and benefits.
- B. IN WITNESS WHEREOF, the Board of Supervisors of San Bernardino County has caused this Agreement to be subscribed by the Clerk thereof, and Contractor has caused this Agreement to be subscribed on its behalf by its duly authorized officers, the day, month, and year first above written.


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

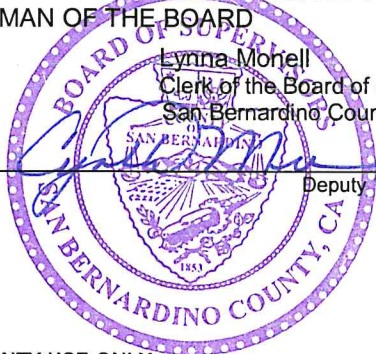
SAN BERNARDINO COUNTY


 Dawn Rowe, Chair, Board of Supervisors

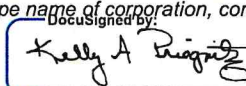
Dated: MAY 21 2024

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

By 
 Lynn Mohell
 Clerk of the Board of Supervisors
 San Bernardino County
 Deputy



Aegis Treatment Centers, LLC

(Print or type name of corporation, company, contractor, etc.)
 By 
 (Authorized signature - sign in blue ink)

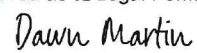
Name Kelly Priegnitz
(Print or type name of person signing contract)

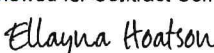
Title Legal and Compliance Officer
(Print or Type)

Dated: 5/10/2024

Address 1317 Route 73 North, Suite 200
Mount Laurel, NJ 08054-2202

FOR COUNTY USE ONLY

Approved as to Legal Form

 Dawn Martin, County Counsel
 Date 5/10/2024

Reviewed for Contract Compliance

 Ellayna Hoatson, Contracts Supervisor
 Date 5/13/2024

Reviewed/Approved by Department

 Dr. Georgina Yoshioka, Director
 Date 5/10/2024

**AGREEMENT FOR THE PROVISION OF
SUBSTANCE USE DISORDER SERVICES
NARCOTIC TREATMENT PROGRAM SERVICES**

CONTRACTOR NAME: Aegis Treatment Centers, LLC

A. Contractor shall provide Narcotic Treatment Program services as defined herein to San Bernardino County beneficiaries.

B. SERVICE DESCRIPTION:

Contractor shall provide Substance Use Disorder Services Narcotic Treatment Program services in accordance with the following description:

1. Contractor shall provide Narcotic Treatment Program Services in compliance with Title 9, the California Code of Regulations, Chapter 4, and Title 22 of the California Code of Regulations, along with related directives as they apply to Medi-Cal. Opioid (Narcotic) Treatment Program (ASAM OTP/NTP Level I) services will be delivered in NTP licensed facilities. Medically necessary services will be provided following an individualized treatment plan determined by a licensed physician or licensed prescriber and authorized as per the State of California requirements. NTPs/OTPs must offer and prescribe medications to patients covered under the DMC-ODS formulary, including methadone, buprenorphine, naloxone, and disulfiram.
 - a. Patients must receive a minimum of fifty minutes of counseling sessions with a therapist or counselor for up to 200 minutes per calendar month, with the provision for additional services based on medical necessity.
 - b. The components of Opioid (Narcotic) Treatment Programs include:
 - i. Intake: The process of determining if a beneficiary meets the medical necessity criteria and is admitted into a substance use disorder treatment program. Intake encompasses the evaluation and analysis of substance use disorders, their diagnosis, and the assessment of treatment needs to provide medically necessary services. Intake may also include a physical examination and laboratory testing necessary for substance use disorder treatment.
 - ii. Individual: Contacts between a beneficiary and a therapist or counselor.
 - iii. Group Counseling: Face-to-face sessions in which one or more therapists or counselors treat two or more clients simultaneously, with a maximum of 12 in the group, focusing on the needs of the individuals served.
 - iv. Patient Education: Provision of research-based education on addiction, treatment, recovery, and associated health risks.

ADDENDUM I

- v. Medication Services: The prescription or administration of medication related to substance use treatment services, or the assessment of the side effects or results of that medication conducted by staff lawfully authorized to provide such services and/or order laboratory testing within their scope of practice or licensure.
- vi. Collateral Services: Sessions with therapists or counselors and significant persons in the life of the beneficiary, focusing on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals who have a personal, not official, or professional, relationship with the beneficiary.
- vii. Crisis Intervention Services: Contact between a therapist or counselor and a beneficiary in crisis, focusing on alleviating crisis problems. "Crisis" refers to an actual relapse or an unforeseen event or circumstance posing an imminent threat of relapse to the beneficiary. Crisis intervention services are limited to stabilizing the beneficiary's emergency.
- viii. Treatment plan: The provider shall prepare an individualized written treatment plan based on information obtained during the intake and assessment process. The treatment plan will be completed upon intake and updated every subsequent 90 days unless there is a change in treatment modality or a significant event requiring a new treatment plan. The treatment plan shall include:
 - a) A statement of problems to be addressed.
 - b) Goals to be reached which address each problem.
 - c) Action steps which will be taken by the provider and/or beneficiary to accomplish identified goals.
 - d) Target dates for accomplishment of action steps and goals, and a description of services including the type of counseling to be provided and the frequency thereof.
 - e) Treatment plans have specific quantifiable goal/treatment objectives related the beneficiary's substance use disorder diagnosis and multidimensional assessment.
 - f) The treatment plan will identify the proposed type(s) of interventions/modality that includes a proposed frequency and duration.
 - g) The treatment plan will be consistent with the qualifying diagnosis and will be signed by the beneficiary and the Medical Director or LPHA.
- ix. Medical Psychotherapy: Type of counseling services consisting of a face-to-face discussion conducted by the Medical Director of the NTP/OTP on a one-on-one basis with the patient.

ADDENDUM I

- x. Discharge Services: The process to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services.
2. It shall be the duty of the Contractor to notify the Director or designee by telephone immediately, with written report to following within forty-eight (48) hours, of the following situations:
 - a. A robbery of the narcotic treatment facility.
 - b. A death of a narcotic treatment client currently enrolled in the narcotic treatment program. The verbal and written reports shall contain the name of the deceased client, the date of death, the name(s) of Contractor's officer(s) or employee(s) with knowledge of the event and a summary of the circumstances surrounding the death.
3. CONTRACTOR agrees to provide the following services to any adolescent client who meets medical necessity for OTP/NTP services:
 - a. Each case will be considered on a case-by-case basis.
 - b. Any consideration of adolescent OTP/NTP service delivery must comply with Title 9 of the CA Health and Safety Code allowing adolescents to receive MAT in Opioid Treatment Programs. Per the Rehabilitation and Developmental Services Division 4, Alcohol and Drug Programs, Chapter 4, Narcotic Treatment programs, section 10270 – Criteria for Patient Selection, Section d.2 requirements, patients under the age of 18 years, must have a documented history of two unsuccessful attempts at short-term detoxification or drug-free treatment within a 12-month period. The methods to confirm this history and the types of documentation to be maintained in the patient's record shall be stated in the protocol. Patients under the age of 18 years shall also have the written consent of their parent(s) or guardian prior to admission, which COUNTY shall procure.
 - c. CONTRACTOR will comply with providing the Federal Drug Administration (FDA) approved medications listed in DHCS Information Notice No. 21-024 DMC-ODS – Expanding Access to MAT.
 - d. Any adolescent client considered for OTP/NTP treatment services will be assessed, triaged and provided a full multidimensional ASAM by COUNTY SUS staff.
 - e. Any adolescent client considered for OTP/NTP treatment services must be oriented to and agree to OTP/NTP services.
 - f. Evidenced-based-practices will usually indicate buprenorphine as the most appropriate medication for adolescents within an OTP/NTP, but this does not preclude the need for the other FDA approved medications if indicated.

ADDENDUM I

- g. Because it is clinically contraindicated to mix adult and adolescent clients for long term care within an OTP/NTP, CONTRACTOR will provide initial assessment, medical clearance, induction services (if buprenorphine is used), initial and ongoing medication prescription and medical management of the medications.
 - h. All adolescents receiving OTP/NTP treatment services will receive behavioral SUD treatment at COUNTY.
- 4. Individual care coordination services will be provided by COUNTY staff to all adolescents receiving OTP/NTP services with CONTRACTOR to ensure seamless integration between COUNTY and CONTRACTOR for client TX/Recovery success.
 - 5. A unit of service may include any one or a combination of the following services: examination, laboratory work, urinalysis, counseling, dispensing of medication and/or other service which Contractor may provide to determine the need for and appropriateness of treatment services.

C. SERVICE COORDINATION AND QUALITY ASSURANCE

DBH-SUDRS Administration shall reasonably monitor the progress and quality of care afforded each individual client through a quality improvement process in addition to an analysis of other client information made available through the computerized management information system. Contractor shall ensure that each client receives service at the appropriate ASAM Criteria level of care as determined by the comprehensive biopsychosocial assessment and continued evaluation of the individual client's needs. Contractor may appeal any recommended level of care through DBH-SUDRS Administration.

---END OF ADDENDUM---

303 E. Vanderbilt Way, 2nd Floor, San Bernardino CA, 92415-0026 | Phone: 800-968-2636 • Fax: 909-890-3813

www.SBCounty.gov



Department of Behavioral Health
Alcohol and Drug Services

NOTICE OF PERSONAL RIGHTS

In accordance with the Alcohol And/ Or Other Drug Program Certification Standards and Title 9, Chapter 4, Section 10569, of the California Code of Regulations, each person receiving services from an Alcohol and Drug Abuse Recovery Program shall have rights, which include, but are not limited to the following: The Right:

- To be accorded dignity in personal relationships with staff, volunteers, board members, and other individuals/persons;
- To be accorded safe, healthful and comfortable accommodations to meet his/her needs;
- To be free from verbal, intellectual, emotional, physical abuse, and/or inappropriate sexual behavior;
- To be informed by the program/licensee of the provisions of the law and procedures regarding a complaint and/or grievance and/or appeal discharge, including but not limited to, the address and telephone number of the Department of Health Care Services;
- To be free to attend religious services or activities of his/her choice and to have visits from spiritual advisor provided that these services or activities do not conflict with facility program requirements. Participation in religious services will be voluntary only;
- To be referred to another program should they object to the religious nature of any program in accordance with Title 42, Part 54;
- To be provided with confidentiality in accordance with federal regulation (CFR, Title 42, Chapter I, Subchapter A, Part 2, Section 2.1-2.67);
- To be accorded access to his/her file.

NOTICE OF CIVIL RIGHTS

In accordance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title 9, Section 10800; Americans with Disabilities Act of 1990. No person shall experience discrimination on the basis of:

Ethnic Group Identification, Religion, Age, Sex, Race, Color, Mental and/or Physical Disability, Ancestry, National Origin, Gender Identity, Sexual Orientation, or Ability to Pay.

In cases where the complaint is filed initially with the Office of Civil Rights, that Office may proceed to investigate.

Certain complaints may also be filed directly with

U.S. Dept. of Health & Human Services
90 7th Street, Suite 4-100, San Francisco, CA 94103
Voice Phone (800) 368-1019, FAX (415) 437-8329, TDD (800) 537-7697

From the date of violation of Civil Rights you have a maximum of 180 days to file a written complaint.

COMPLAINTS SHOULD BE DIRECTED TO:

Department of Behavioral Health, ACCESS Unit
303 E. Vanderbilt Way, 3rd Floor, San Bernardino, CA 92418-0026
(888) 743-1478 or (909) 386-8256, [TDD] 711 Fax (909) 890-0353

Department of Health Care Services, Substance Use Disorder Services
P.O. Box 997413, MS# 2601, Sacramento, CA 95899-7413
Fax form to (916) 445-5084

Complaints for Residential Adult Alcoholism or Drug Abuse Recovery or Treatment Facilities may also be made by telephoning the appropriate licensing branch listed below:

SUD Compliance Division, Public Number: (916) 322-2911, Toll Free Number: (877) 685-8333

| Print Client Name | Client Signature | Date |
|-------------------|---------------------------|--------|
| ADS003_E (4/15) | Alcohol And Drug Services | 1 of 1 |

ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS

Contractor Aegis Treatment Centers, LLC shall:

To the extent consistent with the provisions of this Agreement, comply with regulations as set forth in Executive Order 12549; Social Security Act, 42 U.S. Code, Section 1128 and 1320 a-7; Title 42 Code of Federal Regulations (CFR), Parts 1001 and 1002, et al; and Welfare and Institutions Code, Section 14043.6 and 14123 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, and/or sub-contractors 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, and/or sub-contractors are not presently excluded from participation in any federal or state funded health care programs:
 - a. OIG's List of Excluded Individuals/Entities (LEIE).
 - b. United States General Services Administration's System for Award Management (SAM).
 - c. California Department of Health Care Services Suspended and Ineligible Provider (S&I) List, if receives Medi-Cal reimbursement.

4. Contractor certifies that it shall notify DBH immediately (within 24 hours) by phone and in writing within ten (10) business days of being notified of:
 - a. Any event, including an investigation, that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under federal or state funded health care programs, or
 - b. Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federal or state funded healthcare program payment may be made.

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. **Formal Policies and Procedures.** Policies and procedures must be in place to reasonably protect against unauthorized uses and disclosures of patient identifying information and protect against reasonably anticipated threats or hazards to the security of patient identifying information. Formal policies and procedures must address 1) paper records and 2) electronic records, as specified in 42 CFR §2.16.
2. **Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of DBH, or access or disclose DBH Protected Health Information (PHI) or Personal Information (PI) must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.
3. **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.
4. **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 six (6) years following termination of the Agreement.
5. **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 three (3) years.

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 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

ATTACHMENT III

software / Antimalware software solution with automatic updates scheduled at least daily.

6. Patch Management. All workstations, laptops and other systems that process and/or store DBH PHI or PI must have all critical security patches applied with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Application and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
7. User IDs and Password Controls. All users must be issued a unique user name for accessing DBH PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a 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 and in accordance with 42 C.F.R. § 2.16 Security for Records. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of DBH's Office of Information Technology.
9. System Timeout. The system providing access to DBH PHI or PI must provide an automatic timeout, requiring 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. User must be directed to log off the system if they do not agree with these requirements.
11. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DBH PHI or PI, or which alters DBH PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DBH PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least three (3) years after occurrence.
12. Access Controls. The system providing access to DBH PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
13. Transmission Encryption. All data transmissions of DBH PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing DBH PHI can be encrypted. This requirement pertains to any type of DBH PHI or PI in motion such as website access, file transfer, and E-Mail.

14. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting DBH PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

C. Audit Controls

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

D. Business Continuity/Disaster Recovery Controls

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

E. Paper Document Controls

1. Supervision of Data. DBH PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DBH PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
2. Escorting Visitors. Visitors to areas where DBH PHI or PI is contained shall be escorted and DBH PHI or PI shall be kept out of sight while visitors are in the area.
3. Confidential Destruction. DBH PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing and in accordance with 42 C.F.R. § 2.16 Security for Records.
4. Removal of Data. Removal of DBH PHI or PI may not be removed from the premises of Contractor unless authorized under 42 CFR Part 2.
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.

ATTACHMENT III

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



ATTACHMENT IV Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting 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-subsidiary 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.

| Company Name | Individual(s) Name |
|--------------|--------------------|
| N/A | |
| | |

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10.

Yes If **yes**, please continue to complete this form.

10. 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/County elected officer to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.