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SAN BERNARDINO COUNTY

Contract Number

26-294

SAP Number

Department of Behavioral Health

Department Contract Representative	Vanessa Esparza
Telephone Number	(909) 388-0862
Contractor	Indio Behavioral Hospital, LLC DBA Coachella Valley Behavioral Health
Contractor Representative	Becky Phillips
Telephone Number	(629) 899-6451
Contract Term	July 1, 2025 through June 30, 2030
Original Contract Amount	$89,513,945 Aggregate
Amendment Amount	N/A
Total Contract Amount	$89,513,945 Aggregate
Cost Center	9204261000
Grant Number (if applicable)	N/A

THIS CONTRACT is entered into in the State of California by and between San Bernardino County, hereinafter called the County, and Indio Behavioral Hospital, LLC DBA Coachella Valley Behavioral Health referenced above, hereinafter called Contractor.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County desires to purchase and Contractor desires to provide fee-for-service psychiatric inpatient hospital services, and,

WHEREAS, this Agreement is authorized by law,

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

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2025 through June 30, 2030, inclusive

Aggregate Maximum Obligation:
TOTAL AGGREGATE MAXIMUM OBLIGATION: $89,513,945

Hospital Name:
Indio Behavioral Hospital, LLC DBA Coachella Valley Behavioral Health

Hospital Classification:

☐ In-County General Acute Care	☐ In-County Acute Psychiatric Hospital (IMD)
☐ Out-of-County General Acute Care	☒ Out-of-County Acute Psychiatric Hospital (IMD)

Population Served:

☒ Adults (18-64)	☐ Adolescents (13-17)
☒ Older Adults/Geriatrics (65 and older)	☐ Children (12 and under)

Payment/Reimbursement Rate:

Out-of-County Acute Psychiatric Hospital (IMD)			
Payor	*Age Group*	*Day Type*	*Daily Rate*
DBH	Indigent Adult (18+) Medi-Cal Adult (21-64)	Acute	Regional rate if no primary contracting MHP OR Per primary contracting MHP*
	Medi-Cal Adult (21-64) *only*	Administrative	County negotiated rate
Medi-Cal	Medi-Cal Adult (18-20 and 65+)	Acute	Regional rate if no primary contracting MHP OR Per primary contracting MHP*
		Administrative	Per DHCS

**Rate shall reflect either the regional rate by accommodation code as provided annually by DHCS or the rate as negotiated between Indio Behavioral Hospital, LLC DBA Coachella Valley Behavioral Health and the primary contracting MHP, whichever is current (9 CCR 1820.110, 1820.115).*

Notices to County and Contractor:

COUNTY: San Bernardino County
Department of Behavioral Health
Attn: Contracts Unit
550 Hospitality Lane, Suite 100
San Bernardino, CA 92415-0026

CONTRACTOR: Indio Behavioral Hospital, LLC DBA Coachella Valley Behavioral Health
Attn: Contracting
81555 JFK Court
Indio, CA 92201

I. Definition of Terminology

A. Wherever in this document and in any attachments hereto, the terms "Contract" and/or "Agreement" are used to describe the conditions and covenants incumbent upon the parties hereto, these terms are interchangeable.

B. The terms "beneficiary", "client", "consumer", "customer", "participant", or "patient" are used interchangeably throughout this document and refers to the individual(s) receiving services.

C. Definition of May, Shall and Should. Whenever in this document the words "may," "shall" and "should" are used, the following definitions shall apply: "may" is permissive; "shall" is mandatory; and "should" means desirable.

D. Subcontractor - An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Contractor who is performing services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor.

E. The term "County's billing and transactional database system" refers to the centralized data entry system used by the Department of Behavioral Health (DBH) for patient and billing information.

F. The term "Director," unless otherwise stated, refers to the Director of DBH for San Bernardino County.

G. The "State and/or applicable State agency" as referenced in this Contract may include the Department of Health Care Services (DHCS), the Department of State Hospitals (DSH), the Department of Social Services (DSS), the Mental Health Services Oversight and Accountability Commission (MHSOAC), the Department of Public Health (CDPH), and the Office of Statewide Health Planning and Development (OSHPD).

H. The U.S. Department of Health and Human Services (HHS) mission is to enhance and protect the health and well-being of all Americans by providing for effective health and human services and fostering advances in medicine, public health, and social services.

II. General Contract Requirements

A. Recitals

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

B. Change of address

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

C. Choice of Law

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

D. Contract Exclusivity

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

E. Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to

the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

F. Mutual Covenants

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

G. Notice of Delays

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

H. Relationship of the Parties

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

I. Time of the Essence

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

III. Contract Supervision

A. The Director or designee shall be the County employee authorized to represent the interests of the County in carrying out the terms and conditions of this Contract. The Contractor shall provide, in writing, the names of the persons who are authorized to represent the Contractor in this Contract.

B. Contractor will designate no more than four (4) individuals to serve as the primary points of contact for this Contract. Contractor shall not change the primary contacts without written notification and acceptance by the County. Contractor shall notify County when all the primary contacts will be unavailable/out of the office for one (1) or more workdays and will also designate a back-up point of contact in the event the primary contact is not available. Contractor or designee must respond to County inquiries within two (2) business days.

C. Contractor shall provide DBH with contact information, specifically, name, phone number and email address of Contractor's staff member who is responsible for the following processes: Business regarding administrative issues, Technical regarding data issues, Clinical regarding program issues; and Facility.

IV. Performance

A. Under this Agreement, the Contractor shall provide those services, which are dictated by attached Addenda, Schedules and/or Attachments; specifically, contractor will provide the services listed on **Addendum I** Psychiatric Inpatient Hospital Services. The Contractor agrees to be knowledgeable in and apply all pertinent local, State, and Federal laws and regulations; including, but not limited to those referenced in the body of this Agreement. In the event information in the Addenda, Schedules and/or Attachments conflicts with the basic Agreement, then information in the Addenda, Schedules and/or Attachments shall take precedence to the extent permitted by law.

B. Contractor shall provide Psychiatric Inpatient Hospital Services in accordance with applicable provisions of law and Addendum I.

C. Limitations on Moral Grounds

1. Contractor shall not be required to provide, reimburse for, or provide coverage of a counseling or referral service if the Contractor objects to the service on moral or religious grounds.

2. If Contractor elects not to provide, reimburse for, or provide coverage of a counseling or referral service because of an objection on moral or religious grounds, it must furnish information about the services it does not cover as follows:

   a. To DBH:

      i. After executing this Contract;

      ii. Whenever Contractor adopts the policy during the term of the Contract;

   b. Consistent with the provisions of 42 Code of Federal Regulations part 438.10:

      i. To potential beneficiaries before and during enrollment; and

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

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

E. Data Collection and Performance Outcome Requirements

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

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

1. Contractor will ensure that data are consistent with DBH's specified operational definitions, that data are in the required format, that data is correct and complete at time of data entry, and that databases are updated when information changes.

2. Data collection requirements may be modified or expanded according to local, State, and/or Federal requirements.

3. Independent research involving clients shall not be conducted without the prior written approval of the Director of DBH. Any approved research must follow the guidelines in the DBH Research Policy.

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

F. Right to Monitor and Audit Performance and Records

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records,

books, papers, documents, corporate minutes, financial records, staff information, patient records, other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted, according to this agreement.

Contractor shall make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services, and activities furnished under the terms of this Contract, or determinations of amounts payable available at any time for inspection, examination, or copying by DBH, the State of California or any subdivision or appointee thereof, Centers for Medicare and Medicaid Services (CMS), U.S. Department of Health and Human Services (HHS) Office of Inspector General, the United States Comptroller General or their designees, and other authorized Federal and State agencies. This audit right will exist for at least ten (10) years from the final date of the contract period or in the event the Contractor has been notified that an audit or investigation of this Contract has commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies. Records and documents include, but are not limited to all physical and electronic records.

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

County reserves the right to place Contractor on probationary status, as referenced in the Probationary Status Article, should Contractor fail to meet performance requirements; including, but not limited to violations such as high disallowance rates, failure to report incidents and changes as contractually required, failure to correct issues, inappropriate invoicing, timely and accurate data entry, meeting performance outcomes expectations, and violations issued directly from the State. Additionally, Contractor may be subject to Probationary Status or termination if contract monitoring and auditing corrective actions are not resolved within specified timeframes.

2. Availability of Records

Contractor and subcontractors, shall retain, all records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract, including beneficiary grievance and appeal records, and the data, information and documentation specified in 42 Code of Federal Regulations parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten (10) years from the term end date of this Contract or until such time as the matter under audit or investigation has been resolved. Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

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

Records, should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted

Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the Code of Federal Regulations (CFR), Title II, Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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

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

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

Contractor shall agree to maintain and retain all appropriate service and financial records for a period of at least ten (10) years from the date of final payment, the final date of the contract period, final settlement, or until audit findings are resolved, whichever is later.

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

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

3. Assistance by Contractor

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

G. Notwithstanding any other provision of this Agreement, the County may withhold all payments due to Contractor, if Contractor has been given at least thirty (30) days notice of any deficiency(ies) and has failed to correct such deficiency(ies). Such deficiency(ies) may include, but are not limited to: failure to provide services described in this Agreement; Federal, State, and County audit exceptions resulting from noncompliance, violations of pertinent Federal and State laws and regulations, and significant performance problems as determined by the Director or designee from monitoring visits.

H. County has the discretion to revoke full or partial provisions of the Contract, delegated activities or obligations, or application of other remedies permitted by State or Federal law when the County or DHCS determines Contractor has not performed satisfactorily.

I. Cultural Competency

The State mandates counties to develop and implement a Cultural Competency Plan (CCP). This Plan applies to all DBH services. Policies and procedures and all services must be culturally and linguistically appropriate. Contract agencies are included in the implementation process of the most recent State approved CCP for San Bernardino County and shall adhere to all cultural competency standards and requirements. Contractor shall participate in the County's efforts to promote the delivery of services in a culturally competent

and equitable manner to all enrollees, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. In addition, contract agencies will maintain a copy of the current DBH CCP.

1. Cultural and Linguistic Competency

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

   a. To ensure equal access to quality care for diverse populations, Contractor shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.

   b. Contractor shall be required to assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective mental health and substance use disorder treatment services.

   c. Upon request, Contractor shall provide DBH with culture-specific service options available to be provided by Contractor.

   d. Contractor shall have the capacity or ability to provide interpretation and translation services in threshold and prevalent non-English languages, free of charge to beneficiaries. Upon request, Contractor will provide DBH with language service options available to be provided by Contractor. Including procedures to determine competency level for multilingual/bilingual personnel.

   e. Contractor shall provide cultural competency training to personnel.

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

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

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

i. Technical assistance to Contractor regarding cultural competency implementation.

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

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

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

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

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

v. Technical assistance for Contractor in translating mental health and substance use disorder treatment services information to DBH's threshold languages. Technical assistance will consist of final review and field testing of all translated materials as needed.

vi. The Office of Equity and Inclusion (OEI) may be contacted for technical assistance and training offerings at cultural_competency@dbh.sbcounty.gov or by phone at (909) 252-5150.

J. Access by Public Transportation

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

K. Accessibility/Availability of Services

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

L. 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.

M. Site Inspection

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

N. Disaster Response

In Contractor shall maintain adequate disaster response plans, including contingency preparation for continued patient care and transition; as well as continuous administrative practices, including patient

treatment record access and maintenance. Plans must adhere to all licensure, state and federal requirements during a declared emergency. Contractor may be required to provide proof of plans if/when requested by the DBH Office of Disaster and Safety, Director or designee.

O. 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.

P. Strict Performance

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

V. Funding and Budgetary Restrictions

A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State, County or Federal governments which may in any way affect the provisions or funding of this Agreement. This Agreement is also contingent upon sufficient funds being made available by State, County or Federal governments for the term of the Agreement

B. The Aggregate Maximum Obligation of San Bernardino County for services provided in accordance with all agreements for Acute and Administrative Inpatient Services meeting Medical Necessity Criteria for Indigent Patients during the term of this Agreement are as specified on the Referenced Contract Provisions of this Agreement. This specific Agreement with Contractor is only one of several agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the parties that reimbursement to Contractor will be only a fraction of this Aggregate Maximum with the appropriate authorization.

C. County will take into consideration requests for changes to Contract funding, within the existing contracted amount. Requests must be addressed to the Fiscal Designee written on organizational letterhead, and include an explanation of the revisions being requested.

D. Contractor Prohibited From Redirections of Contracted Funds:

1. Funds under this Agreement are provided for the delivery of mental health services to eligible beneficiaries under each of the funded programs identified in the Scope of Work. Each funded program has been established in accordance with the requirements imposed by each respective County, State and/or Federal payer source contributing to the funded program.

2. Contractor may not redirect funds from one funded program to another funded program, except through a duly executed amendment to this Agreement.

3. Contractor may not charge services delivered to an eligible beneficiary under one funded program to another funded program unless the recipient is also an eligible beneficiary under the second funded program.

E. The maximum aggregate financial obligation under this contract shall not exceed $89,513,945 for the contract term.

VI. Provisional Payment

A. County shall pay Contractor, at the rates specified on the Referenced Contract Provisions of this agreement; provided that the total of all payments to Contractor and all other contract providers of Psychiatric Inpatient Hospital Services shall not exceed County's Aggregate Maximum Obligation.

1. Contractor shall submit Treatment Authorization Requests (TARs) to County or authorized designee for all Medi-Cal eligible patients and Universal Billing form (UB)-04s for all Medically Indigent patients, including Medi-Cal eligible IMD-excluded individuals aged twenty-one (21 through sixty-four (64).

2. County or County designated vendor will review TARs and UB-04s to ensure compliance, completion and accuracy. Approved TARs will be forwarded to the state claims intermediary for reimbursement. Approved UB-04s will be forwarded to DBH Fiscal Services for reimbursement.

3. Failure to submit required documentation in accordance with the timelines required by DBH Quality Management may result in action by DBH. Pursuant to 9 CCR 1820.220, DBH Quality Management reserves the right to delay and/or withhold approval of requests for payment authorization if Contractor does not adhere to timeliness requirements as specified in this Contract and in applicable guidelines issued by the State.

B. Indigent Care Reimbursement: The Department of Behavioral Health (DBH) will reimburse contract hospitals for treatment of Medically Indigent Patients who meet all of the medical necessity criteria specified in the Admission Criteria article of Addendum 1 to this agreement. Indigent Care Reimbursement will be contingent upon San Bernardino County residency and substantiation of ineligibility for other coverage.

C. The Medi-Cal and Indigent Acute Psychiatric Inpatient Day reimbursement rates are established and approved by DBH for hospitals within San Bernardino County. DBH will take into consideration requests for rate changes to Contract funding within the existing contracted amount. All requests for rate changes must be submitted in writing by Contractor to the DBH Deputy Director of 24-Hour and Specialty Services (DD 24 HR & SS), or designee. Any rate modification must be approved in writing by DBH and shall be subject to all applicable provisions of this Contract.

D. The rate structure under Provisional Payment Article Paragraph A. of this Contract shall not include non-hospital based ancillary services rendered to patients covered under this Contract required in providing Psychiatric Inpatient Hospital Services. When physician and non-hospital based ancillary services or transportation services are Medi-Cal eligible services, they shall be billed separately from the per diem rate for Psychiatric Inpatient Hospital Services. Reimbursement to physicians is contingent upon the provider's compliance with the credentialing requirements outlined in the Personnel article of this agreement.

E. As an express condition precedent to the County's payment obligation under Provisional Payment Article Paragraph A. of this Contract, the Contractor shall determine that psychiatric inpatient hospital services rendered hereunder are not covered, in whole or in part, under any other state or federal medical care program or under any other contractual or legal entitlement, including, but not limited to, a private group indemnification or insurance program or worker's compensation. To the extent that such coverage is available, the County's payment obligation pursuant to Provisional Payment Article Paragraph A. shall be reduced.

F. Pursuant to 42 CFR 438.608, following notification from DBH that any non-IMD-excluded patient served under this contract has become eligible for Medi-Cal, Contractor agrees to submit retroactive Medi-Cal Treatment Authorization Requests (TARs) to DBH for review. Further, Contractor agrees to submit hospital claims to the state fiscal intermediary and upon receipt of payment, will make best efforts to refund the County

within sixty (60) days for the total amount previously paid for bed day stay less payment made for professional services during the Medi-Cal eligibility period.

G. The Contractor shall bear total risk for the cost of all psychiatric inpatient hospital services rendered to each patient covered by this Contract. As used in this Article, "risk" means that the Contractor agrees to accept, as payment in full for any and all psychiatric inpatient hospital services (exclusive of physician services), payments made pursuant to Provisional Payment Article of this Contract. Such acceptance shall be made irrespective of whether the cost of such services and related administrative expenses shall have exceeded the payment obligation of the County under the conditions set forth in this Contract. The term "risk" also includes, but is not limited to, the cost for all psychiatric inpatient hospital services for illness or injury which results from or is contributed to by catastrophe or disaster which occurs subsequent to the effective date of this Contract, including but not limited to acts of God, war or the public enemy.

H. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

I. Contractor shall be in compliance with the Deficit Reduction Act of 2005, Section 6032 Implementation. As a condition of payment for services, goods, supplies and merchandise provided to beneficiaries in the Medical Assistance Program ("Medi-Cal"), providers must comply with the False Claims Act employee training and policy requirements in 1902(a) of the Social Security Act [42 U.S.C. 1396(a) (68)], set forth in that subsection and as the Federal Secretary of the United States Department of Health and Human Services may specify.

J. Contractor agrees that no part of any Federal funds provided under this Contract shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at http://www.opm.gov/ (U.S. Office of Personnel Management).

K. Medicare patients admitted to a contracted hospital who reach their maximum of Medicare-funded psychiatric inpatient days may be eligible for Indigent funds if documentation meets medical necessity. Contractor may bill accordingly and may be paid through DBH payment based on medical necessity.

L. Application for Reimbursement of Treatment to Medically Indigent Adult (Attachment I) may be re-submitted for payment if the initial submission contained an error; however, all fields of the application must be completed fully, accurately, and in accordance with DBH timelines for reconsideration.

M. Contractor may appeal denied requests for concurrent review and/or requests for modified payment authorization for any patients, including indigent patients and Medi-Cal patients age twenty-one (21) through sixty-four (64) in Acute Psychiatric Hospitals classified as IMDs, through the appeal process as outlined in 9 CCR 1798-1799 and in compliance with DBH timelines. Technical assistance will be made available through DBH Quality Management (QM). Refer to Attachment III, "San Bernardino County Mental Health Plan (MHP) Claims and Payments" for further instruction.

N. Contractor may contact DBH Quality Management directly with questions pertaining to appropriate and compliant documentation via telephone at (909) 386-8227, or via email at DBH-QualityManagementDivision@dbh.sbcounty.gov so that DBH QM may respond or direct questions to a designee for response.

O. Prohibited Payments

1. County shall make no payment to Contractor other than payment for services covered under this Contract.
2. Federal Financial Participation is not available for any amount furnished to an excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the County failed to suspend payments during an investigation of a credible allegation of fraud [42 U.S.C. section 1396b(i)(2)].
3. In accordance with Section 1903(i) of the Social Security Act, County is prohibited from paying for an item or service:
    a. Furnished under contract by any individual or entity during any period when the individual or entity is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act.
    b. Furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person).
    c. Furnished by an individual or entity to whom the County has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the County determines there is good cause not to suspend such payments.
    d. With respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.

P. If DHCS or the County determines there is a credible allegation of fraud, waste or abuse against government funds, the County shall suspend payments to the Contractor.

VII. Electronic Signatures

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

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

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

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

B. DBH reserves the right to change or update the e-signature requirements as the governing State agency(ies) modifies requirements.

C. DBH reserves the right to terminate e-signature authorization at will and/or should the contract agency fail to uphold the requirements.

VIII. Fiscal Award Monitoring

A. County has the right to monitor the Contract during the award period to ensure accuracy of claim for reimbursement and compliance with applicable laws and regulations.

B. Contractor agrees to furnish duly authorized representatives from the County and the State access to patient/client records and to disclose to State and County representatives all financial records necessary to review or audit Contract services and to evaluate the cost, quality, appropriateness and timeliness of services. Contractor shall attain a signed confidentiality statement from said County or State representative when access to any patient records is being requested for research and/or auditing purposes. Contractor will retain the confidentiality statement for its records.

C. If the appropriate agency of the State of California, or the County, determines that all, or any part of, the payments made by the County to Contractor pursuant hereto are not reimbursable in accordance with this Agreement, said payments will be repaid by Contractor to the County. In the event such payment is not made on demand, the County may withhold monthly payment on Contractor's claims until such disallowances are paid by Contractor.

IX. Final Settlement: Audit

A. Contractor agrees to maintain and retain all appropriate service and financial records for a period of at least ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later. This is not to be construed to relieve Contractor of the obligations concerning retention of medical records as set forth in Medical Records/Protected Health Information Article.

B. Contractor agrees to furnish duly authorized representatives from the County and the State access to patient/client records and to disclose to State and County representatives all financial records necessary to review or audit Contract services and to evaluate the cost, quality, appropriateness and timeliness of services. Contractor shall attain a signed confidentiality statement from said County or State representative when access to any patient record is being requested for research and/or auditing purposes. Contractor will retain the confidentiality statement for its records.

C. If the appropriate agency of the State of California, or the County, determines that all, or any part of, the payments made by the County to Contractor pursuant hereto are not reimbursable in accordance with this Agreement, said payments will be repaid by Contractor to the County. In the event such payment is not made on demand, the County may withhold monthly payment on Contractor's claims until such disallowances are paid by Contractor, may refer for collections, and/or the County may terminate and/or indefinitely suspend this Agreement immediately upon serving written notice to the Contractor.

D. The eligibility determination and the fees charged to, and collected from, patients whose treatment is provided for hereunder may be audited periodically by the County, DBH and the State.

E. Contractor expressly acknowledges and will comply with all audit requirements contained in the Contract documents. These requirements include, but are not limited to, the agreement that the County or its designated representative shall have the right to audit, to review, and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Contractor shall have fourteen (14) days to provide a response and additional supporting documentation upon receipt of the draft post Contract audit report. DBH – Administration Audits will review the response(s) and supporting documentation for

reasonableness and consider updating the audit information. After said time, the post Contract audit report will be final.

F. If a post Contract audit reveals that money is payable from one party to the other, that is, reimbursement by Contractor to County, or payment of sums due from County to Contractor, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from Contractor to County, and such reimbursement is not received within said sixty (60) calendar days, County may, in addition to any other remedies, reduce any amount owed Contractor by an amount not to exceed the reimbursement due County.

G. Contractor agrees to cooperate with County in the implementation, monitoring and evaluation of inpatient mental health services and to comply with any and all reporting requirements established by County, the State of California and any and all Federal agencies providing monies for the services described herein.

H. 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.

I. In the event this Agreement is terminated, the last reimbursement claim shall be submitted within sixty (60) days after the Contractor discontinues operating under the terms of this Agreement. When such termination occurs, the County shall conduct a final audit of the Contractor within the ninety (90) day period following the termination date, and final reimbursement to the Contractor by the County shall not be made until audit results are known and all accounts are reconciled. No claims for reimbursement shall be accepted after the sixtieth (60th) day following the date of contract termination.

X. Single Audit Requirement

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

A. The audit shall be performed by a licensed Certified Public Accountant (CPA).

B. The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, latest revision, issued by the Comptroller General of the United States.

C. At the completion of the audit, the Contractor must prepare, in a separate document from the auditor's findings, a corrective action plan to address each audit finding included in the auditor's report(s). The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. If Contractor does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.

D. Contractor is responsible for follow-up on all audit findings. As part of this responsibility, the Contractor must prepare a summary schedule of prior audit findings. The summary schedule of prior audit findings must report the status of all audit findings included in the prior audit's schedule of findings and questioned costs. When audit findings were fully corrected, the summary schedule need only list the audit findings and state that corrective action was taken.

E. Contractor must electronically submit within thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months following the end of the Contractor's fiscal year, to the Federal Audit

Clearinghouse (FAC) the Data Collection Form SF-SAC (available on the FAC Web site) and the reporting package which must include the following:

1. Financial statements and schedule of expenditures of Federal awards
2. Summary schedule of prior audit findings
3. Auditor's report(s)
4. Corrective action plan

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

F. The cost of the audit made in accordance with the provisions of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards can be charged to applicable Federal awards. However, the following audit costs are unallowable:

1. Any costs when audits required by the Single Audit Act that have not been conducted or have been conducted but not in accordance with the Single Audit requirement.
2. Any costs of auditing that is exempted from having an audit conducted under the Single Audit Act and Subpart F – Audit Requirements because its expenditures under Federal awards are less than the threshold amount during the Contractor's fiscal year.

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

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

G. Contractor must prepare appropriate financial statements, including Schedule of Expenditures for Federal Awards (SEFA).

H. The work papers and the audit reports shall be retained for a minimum of ten (10) years from the date of the final audit report, and longer if the independent auditor is notified in writing by the County to extend the retention period.

I. Audit work papers shall be made available upon request to the County, and copies shall be made as reasonable and necessary.

XI. Contract Performance Notification

A. In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, Contractor shall provide notification within one (1) working day, in writing and by telephone, to DBH.

B. Contractor shall notify DBH in writing of any change in mailing address within ten (10) calendar days of the address change.

XII. Probationary Status

A. In accordance with the Performance Article of this Agreement, the County may place Contractor on probationary status in an effort to allow the Contractor to correct deficiencies, improve practices, and receive technical assistance from the County.

B. County shall give notice to Contractor of change to probationary status. The effective date of probationary status shall be five (5) business days from date of notice.

C. The duration of probationary status is determined by the Director or designee(s).

D. Contractor shall develop and implement a corrective action plan, to be approved by DBH, no later than ten (10) business days from date of notice to become compliant.

E. Should the Contractor refuse to be placed on probationary status or comply with the corrective action plan within the designated timeframe, the County reserves the right to terminate this Agreement as outlined in the Duration and Termination Article.

F. Placement on probationary status requires the Contractor disclose probationary status on any Request for Proposal responses to the County.

G. County reserves the right to place Contractor on probationary status or to terminate this Agreement as outlined in the Duration and Termination Article.

XIII. Duration and Termination

A. The term of this Agreement shall be from July 1, 2025 through June 30, 2030 inclusive.

B. This Agreement may be terminated immediately by the Director at any time if:

1. The appropriate office of the State of California indicates that this Agreement is not subject to reimbursement under law; or
2. There are insufficient funds available to County; or
3. There is evidence of fraud or misuse of funds by Contractor; or
4. There is an immediate threat to the health and safety of Medi-Cal beneficiaries; or
5. Contractor is found not to be in compliance with any or all of the terms of the herein incorporated Articles of this Agreement or any other material terms of the Contract, including the corrective action plan; or
6. During the course of the administration of this Agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C. Either the Contractor or Director may terminate this Agreement at any time for any reason or no reason by serving thirty (30) days written notice upon the other party.

D. This Agreement may be terminated at any time by the mutual written concurrence of both the Contractor and the Director.

E. Contractor must immediately notify DBH when a facility operated by Contractor as part of this Agreement is sold or leased to another party. In the event a facility operated by Contractor as part of this Agreement is sold or leased to another party, the Director has the option to terminate this Agreement immediately.

XIV. Personnel

A. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff as required by Title 9 of the California Code of Regulations for the mode(s) of service described in this Agreement. Contractor shall also satisfy any other staffing requirements necessary to

participate in the Short-Doyle/Medi-Cal program, if so funded.

B. Contractor must follow a documented process for credentialing and re-credentialing of Contractor's staff [42 C.F.R. §§ 438.12(a)(2) and 438.214(b)], as indicated in DHCS Information Notice 18-019 regarding Provider Credentialing and Re-Credentialing for Mental Health Plans and Drug Medi-Cal Organized Delivery System Pilot Counties, DBH Credentialing Policy QM6008, and Credentialing Procedure QM6008-1, to the extent applicable to Contractor. Contractor agrees to comply with DHCS personnel requirements, such as credentialing requirements, as may be applicable to Contractor. Providers intending to seek reimbursement of professional fees from DBH must be credentialed in accordance with DBH's credentialing and re-credentialing policy that is based on DHCS's uniform policy.

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 Code of Federal Regulations, Sections 455.104 and 455.105 for those having five percent (5%) or more ownership or control interest. This statement relates to the provision of information about provider business transactions and provider ownership and control and must be completed prior to entering into a contract, during certification or re-certification of the provider; within thirty-five (35) days after any change in ownership; annually; and/or upon request of the County. The disclosures to provide are as follows:

   a. Name and address of any person (individual or corporation) with an ownership or control interest in Contractor's agency. The address for corporate entities shall include, as applicable, a primary business address, every business location and a P.O. box address;

   b. Date of birth and Social Security Number (if an individual);

   c. Other tax identification number (if a corporation or other entity);

   d. Whether the person (individual or corporation) with an ownership or control interest in the Contractor's agency is related to another person with ownership or control in the same or any other network provider of the Contractor as a spouse, parent, child or sibling;

   e. The name of any other disclosing entity in which the Contractor has an ownership or control interest; 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 twenty-five thousand dollars ($25,000) during the twelve (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, employees, DBH-funded network providers, contractors and any person with an ownership or controlling interest, or who is an agent or managing employee by developing and implementing a process to conduct a review of applicable Federal databases in accordance with Title 42 of the Code of Federal Regulations, Section 455.436. In addition to any background check or Department of Justice clearance, the Contractor shall review and verify the following databases:

1. Pursuant to Title 42 of the Code of Federal Regulations, Section 455.410, all health care providers including all ordering or referring physicians or other professionals providing services, are required to be screened via the Social Security Administration's Death Master File to ensure new and current providers are not listed. Contractor shall conduct the review prior to hire and upon contract renewal (for contractor employees not hired at the time of contract commencement).

2. National Plan and Provider Enumeration System (NPPES) to ensure the provider has a NPI number, confirm the NPI number belongs to the provider, verify the accuracy of the providers' information and confirm the taxonomy code selected is correct for the discipline of the provider.

3. List of Excluded Individuals/Entities and General Services Administration's System for Award Management (SAM), the Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and DHCS Suspended and Ineligible Provider (S&I) List (if Medi-Cal reimbursement is received under this Contract), to ensure providers, employees, DBH-funded network providers, contractors and any person with an ownership or controlling interest, or who is an agent or managing employee are not excluded, suspended, debarred or otherwise ineligible to participate in the Federal and State health care programs. See the Licensing, Certification and Accreditation section of this Contract for further information on Excluded and Ineligible Person checks.

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. Contractor must ensure sufficient background records are obtained to remain in compliance with requirements of applicable regulatory and licensing criteria.

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.

H. Iran Contracting Act of 2010

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars ($1,000,000) or more) In accordance with Public Contract Code Section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person [as defined in Public Contract Code Section 2202(e)] engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

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

I. 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.

J. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions), as well as any sanctions imposed under state law (https://www.dgs.ca.gov/OLS/Ukraine-Russia). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

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

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

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

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

XV. Prohibited Affiliations

A. Contractor shall not knowingly have any prohibited type of relationship with the following:

1. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549 [42 C.F.R. § 438.610(a)(1)].

2. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in this section [42 C.F.R. § 438.610(a)(2)].

B. Contractor shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in Federal health care programs (as defined in section 1128B(f) of the Social Security Act) under either Section 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act [42 C.F.R. §§ 438.214(d)(1), 438.610(b); 42 U.S.C. § 1320c-5].

C. Contractor shall not have any types of relationships prohibited by this section with an excluded, debarred, or suspended individual, provider, or entity as follows:

1. A director, officer, agent, managing employee, or partner of the Contractor [42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1)].

2. A subcontractor of the Contractor, as governed by 42 C.F.R. § 438.230. [42 C.F.R. § 438.610(c)(2)].

3. A person with beneficial ownership of 5 percent (5%) or more of the Contractor's equity [(42 C.F.R. § 438.610(c)(3)].

4. An individual convicted of crimes described in section 1128(b)(8)(B) of the Act [42 C.F.R. § 438.808(b)(2)].

5. A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Contract [42 C.F.R. § 438.610(c)(4)].

6. Contractor shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services, or the establishment of policies or provision of operational support for such services [42 C.F.R. § 438.808(b)(3)].

D. Conflict of Interest

1. Contractor shall comply with the conflict of interest safeguards described in 42 Code of Federal Regulations part 438.58 and the prohibitions described in section 1902(a)(4)(C) of the Act [42 C.F.R. § 438.3(f)(2)].

2. Contractor shall not utilize in the performance of this Contract any County officer or employee or other appointed County official unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular County employment [Pub. Con. Code § 10410; 42 C.F.R. § 438.3(f)(2)].

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

XVI. Licensing, Certification and Accreditation

A. Contractor shall operate continuously throughout the term of this Agreement with all licenses, certifications and/or permits as are necessary to the performance hereunder. Failure to maintain a required license, certification, and/or permit may result in immediate termination of this Contract.

B. Contractor shall maintain for inpatient services the necessary licensing and certification or mental health program approval throughout the term of this Contract.

C. Contractor shall inform DBH whether it has been accredited by a private independent accrediting entity [42 C.F.R. 438.332(a)]. If Contractor has received accreditation by a private independent accrediting entity, Contractor shall authorize the private independent accrediting entity to provide the County a copy of its most recent accreditation review, including:

1. Its accreditation status, survey type, and level (as applicable); and

2. Accreditation results, including recommended actions or improvements, corrective action plans, and summaries of findings; and

3. The expiration date of the accreditation [42 C.F.R. § 438.332(b)].

D. Contractor shall 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.

E. 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 (1) 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.

F. Contractor shall comply with applicable provisions of the:

1. California Code of Regulations, Title 9;
2. California Code of Regulations, Title 22;
3. California Business and Professions Code, Division 2; and
4. California Code of Regulations, Title 16.

G. Contractor shall comply with the United States Department of Health and Human Services OIG requirements related to eligibility for participation in Federal and State health care programs.

1. Ineligible Persons may include both entities and individuals and are defined as any individual or entity who:
   a. Is currently excluded, suspended, debarred or otherwise ineligible to participate in the Federal and State health care programs; or
   b. Has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal and State health care programs after a period of exclusion, suspension, debarment, or ineligibility.
2. Contractor shall review the organization and all its employees, subcontractors, agents, physicians and persons having five percent (5%) or more of direct or indirect ownership or controlling interest of the Contractor for eligibility against the following databases: SAM and the OIG's LEIE respectively to ensure that Ineligible Persons are not employed or retained to provide services related to this Contract. Contractor shall conduct these reviews before hire or contract start date and then no less than once a month thereafter.
   a. SAM can be accessed at https://www.sam.gov/SAM/.
   b. LEIE can be accessed at http://oig.hhs.gov/exclusions/index.asp.
3. If Contractor receives Medi-Cal reimbursement, Contractor shall review the organization and all its employees, subcontractors, agents and physicians for eligibility against the DHCS S&I List to ensure that Ineligible Persons are not employed or retained to provide services related to this Contract. Contractor shall conduct this review before hire or contract start date and then no less than once a month thereafter.
   a. S&I List can be accessed at https://files.medi-cal.ca.gov/pubsdoco/SandILanding.aspx.
4. Contractor shall certify or attest that no staff member, officer, director, partner or principal, or sub-contractor is "excluded" or "suspended" from any Federal health care program, federally funded contract, state health care program or state funded contract. This certification shall be documented by completing the Attestation Regarding Ineligible/Excluded Persons (**Attachment IV**) at time of the

initial contract execution and annually thereafter. Contractor shall not certify or attest any excluded person working/contracting for its agency and acknowledges that the County shall not pay the Contractor for any excluded person. The Attestation Regarding Ineligible/Excluded Persons shall be submitted to the following program and address:

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

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

5. Contractor acknowledges that Ineligible Persons are precluded from employment and from providing Federal and State funded health care services by contract with County.

6. Contractor shall have a policy regarding the employment of sanctioned or excluded employees that includes the requirement for employees to notify the Contractor should the employee become sanctioned or excluded by the OIG, General Services Administration (GSA), and/or DHCS.

7. Contractor acknowledges any payment received for an excluded person may be subject to recovery and/or considered an overpayment by DBH/DHCS and/or be the basis for other sanctions by DHCS.

8. Contractor shall immediately notify DBH should an employee become sanctioned or excluded by the OIG, GSA, and/or DHCS.

XVII. Health Information System

A. Should Contractor have a health information system, it shall maintain a system that collects, analyzes, integrates, and reports data (42 C.F.R. § 438.242(a); Cal. Code Regs., tit. 9, § 1810.376.) The system shall provide information on areas including, but not limited to, utilization, claims, grievances, and appeals [42 C.F.R. § 438.242(a)]. Contractor shall comply with Section 6504(a) of the Affordable Care Act [42 C.F.R. § 438.242(b)(1)].

B. Contractor's health information system shall, at a minimum:

1. Collect data on beneficiary and Contractor characteristics as specified by the County, and on services furnished to beneficiaries as specified by the County; [42 C.F.R. § 438.242(b)(2)], to the extent required by local, State, or Federal requirements.

2. Ensure that data received is accurate and complete by:

   a. Verifying the accuracy and timeliness of reported data.

   b. Screening the data for completeness, logic, and consistency.

   c. Collecting service information in standardized formats to the extent feasible and appropriate.

C. Contractor shall make all collected data available to DBH and, upon request, to DHCS and/or CMS [42 C.F.R. § 438.242(b)(4)], to the extent required by local, State, or Federal requirements.

D. Contractor's health information system is not required to collect and analyze all elements in electronic formats [Cal. Code Regs., tit. 9, § 1810.376(c)].

XVIII. Administrative Procedures

A. Contractor agrees to adhere to all applicable provisions contained in the San Bernardino County Local Managed Mental Health Care Plan and the Medi-Cal Psychiatric Inpatient Hospital Services Emergency Regulations which are included as a part of this Contract by this reference.

B. Contractor agrees to adhere to all applicable provisions of:

1. State Notices,
2. California State Plan Amendments (SPA) approved by CMS; and
3. County DBH Standard Practice Manual (SPM). Both the State Notices and the DBH SPM are included as a part of this Contract by reference.

C. 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.

D. All written materials for potential beneficiaries and beneficiaries with disabilities must utilize easily understood language and a format which is typically at 5th or 6th grade reading level, in a font size no smaller than 12 point, be available in alternative formats and through the provision of auxiliary aids and services, in an appropriate manner that takes into consideration the special needs of potential beneficiaries or beneficiaries with disabilities or limited English proficiency and include a large print tagline and information on how to request auxiliary aids and services, including the provision of the materials in alternative formats [42 C.F.R. 438.10(d)(6)(ii)]. The aforementioned written materials may only be provided electronically by the Contractor if all of the following conditions are met:

1. The format is readily accessible;
2. The information is placed in a location on the Contractor's website that is prominent and readily accessible;
3. The information is provided in an electronic form which can be electronically retained and printed;
4. The information is consistent with the content and language requirements of this Contract; and
5. The beneficiary is informed that the information is available in paper form without charge upon request and Contractor provides it upon request within five (5) business days [42 C.F.R. 438.10(c)(6)].

E. Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary with disabilities at no cost. Large print means printed in a font size no smaller than 18 point [42 C.F.R. § 438.10(d)(3)].

F. Contractor shall provide the required information in this section to each beneficiary when first receiving Specialty Mental Health Services and upon request [1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), p. 26, attachments 3 and 4; Cal. Code Regs., tit. 9, § 1810.360(e)].

G. Provider List

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

H. Beneficiary Informing Materials

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

I. 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.

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

K. 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.

L. Grievance and Complaint Procedures

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

M. Notice of Adverse Benefit Determination Procedures

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

N. Notification of Unusual Occurrences or Incident/Injury Reports

1. If Contractor is required to report occurrences, incidents or injuries as part of licensing requirements, Contractor shall provide DBH with a copy of report submitted to applicable State agency.
2. Written reports shall not be sent via email unless encryption is used.
3. If the subject of one such incident is conserved pursuant to the LPS Act, Contractor is required to notify both DBH and the San Bernardino County Office of the Public Guardian in compliance with State and Federal regulations. Office of the Public Guardian is to be notified:
   a. Via telephone through a direct call to the assigned Public Guardian *or* to the main phone number at (909) 798-8500, and
   b. Via preapproved Incident Report form, submitted via secure email to the assigned conservator *or* faxed to (909) 798-8575.

O. Release of Information

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

XIX. Laws and Regulations

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

1. Mental Health Plan (MHP) Contract with the State;
2. California Code of Regulations, Title 9;
3. California Code of Regulations, Title 22;
4. California Welfare and Institutions Code, Division 5;

5. Code of Federal Regulations, Title 42, including, but not limited to, Parts 438 and 455;
6. Code of Federal Regulations, Title 45;
7. United States Code, Title 42, as applicable;
8. Balanced Budget Act of 1997; and
9. Applicable Medi-Cal laws, regulations, including applicable sub-regulatory guidance and contract provisions.

B. Health and Safety

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

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

C. Drug and Alcohol-Free Workplace

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

1. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of any substance.
3. Shall not sell, offer, or provide alcohol or a drug to another person. This shall not be applicable to Contractor or Contractor's employees who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.
4. Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
5. The County may terminate for default or breach of this Contract and any other contract Contractor has with County, if Contractor or Contractor's employees are determined by the County not to be in compliance with above.

D. Pro-Children Act of 1994

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

E. Privacy and Security

1. Contractor shall comply with all applicable State and Federal regulations pertaining to privacy and security of client information including but not limited to the Health Insurance Portability and

Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), as incorporated in the American Recovery and Reinvestment Act of 2009. Regulations have been promulgated governing the privacy and security of Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) or electronic Protected Health Information (ePHI).

2. In addition to the aforementioned protection of IIHI, PHI and e-PHI, the County requires Contractor to adhere to the protection of Personally Identifiable Information (PII) and Medi-Cal PII. PII includes any information that can be used to search for or identify individuals such as but not limited to name, social security number or date of birth. Whereas Medi-Cal PII is the information that is directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining or verifying eligibility that can be used alone or in conjunction with any other information to identify an individual.

3. Contractor shall comply with the HIPAA Privacy and Security Rules, which includes but is not limited to implementing administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of PHI; implementing and providing a copy to DBH of reasonable and appropriate written policies and procedures to comply with the standards; conducting a risk analysis regarding the potential risks and vulnerabilities of the confidentiality, integrity and availability of PHI; conducting privacy and security awareness and training at least annually and retain training records for at least ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later, and limiting access to those persons who have a business need.

4. Contractor shall comply with the data security requirements set forth by the County as referenced in **Attachment V** – Data Security Requirements.

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

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

   a. Notify DBH Office of Compliance in writing, by mail, fax, or electronically, of such incident no later than one (1) business day and provide DBH Office of Compliance with the following information to include but not limited to:

      i. Date the potential breach occurred;

      ii. Date the potential breach was discovered;

      iii. Number of staff, employees, subcontractors, agents or other third parties and the titles of each person allegedly involved;

      iv. Number of potentially affected patients/clients; 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 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.

F. Program Integrity Requirements

1. General Requirement

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

a. If Contractor identifies an issue or receives notification of a complaint concerning an incident of possible fraud, waste, or abuse, Contractor shall immediately notify DBH; conduct an internal investigation to determine the validity of the issue/complaint; and develop and implement corrective action if needed.

b. If Contractor's internal investigation concludes that fraud or abuse has occurred or is suspected, the issue 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 immediately report to DBH any overpayments identified or recovered, specifying the overpayments due to potential fraud.

d. Contractor shall immediately report any information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility, including changes in the beneficiary's residence or the death of the beneficiary.

e. Contractor shall immediately report any information about a change in contractor's or contractor's staff circumstances that may affect eligibility to participate in the managed care program.

f. Contractor shall implement and maintain processes or procedures designed to detect and prevent fraud, waste or abuse that includes provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered by Contractor were

actually furnished to beneficiaries, demonstrate the results to DBH, and apply such verification procedures on a regular basis.

g. Contractor understands DBH, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time if there is a reasonable possibility of fraud or similar risk.

2. Compliance Plan and Program

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

Contractor's Compliance Program must include the following elements:

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

b. Policies and Procedures

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

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

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

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

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

DBH Office of Compliance

303 East Vanderbilt Way
San Bernardino, CA 92415-0026

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

c. Code of Conduct

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

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

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

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

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

d. Excluded/Ineligible Persons

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

e. Internal Monitoring and Auditing

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

i. Contractor shall 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/waiver status as required by the respective licensing Board, applicable governing State agency(ies) and Title 9 of the California Code of Regulations.

vi. Should Contractor identify improper procedures, actions or circumstances, including fraud/waste/abuse and/or systemic issue(s), Contractor shall take prompt steps to correct said problem(s). Contractor shall report to DBH Office of Compliance and Fiscal Administration any overpayments discovered as a result of such problems no later than five (5) business days from the date of discovery, with the appropriate documentation, and a thorough explanation of the reason for the overpayment. Prompt mitigation, corrective action and reporting shall be in accordance with the DBH Overpayment Policy (COM0954), which has been provided or will be provided to Contractor at its request.

f. Response to Detected Offenses

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

g. Compliance Training

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

h. Enforcement of Standards

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

i. Communication

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

j. Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with

the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

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

G. Sex Offender Requirements

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

XX. Patients' Rights

Contractor shall adopt and post in a conspicuous place a written policy on patients' rights in accordance with Title 22 of the California Code of Regulations and with the W&I Code. Complaints by patients with regard to substandard conditions may be investigated by the County's Patients' Rights Advocate, other County departments or agencies, the State Department of Mental Health or by the Joint Commission on Accreditation of Healthcare Organizations, or such other agency, as required by law or regulation.

Contractor shall take all appropriate steps to fully protect patients' rights, as specified in Welfare and Institutions Code Sections 5325 et seq; California Code of Regulations (CCR) Title 9, Sections 861,862, 883, 884; CCR Title 22, Sections 72453 and 72527; and WIC Sections 5325.1 and 5328.

Contractor will ensure DBH Patients' Rights grievance forms and pre-addressed envelopes are readily available to patients without requiring a verbal request (i.e., in an open-accessible area). Completed Patients' Rights Grievance forms shall be sent to:

DBH Patients' Rights Office
850 East Foothill Boulevard
Rialto, CA 92374

Alternate versions of said grievance forms in County threshold languages may be located on DBH Patients' Rights web-page. Any out of-county facility shall utilize their County's Patients' Rights Grievance form(s) and procedure(s).

XXI. Confidentiality

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

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

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

XXII. Admission Policies

A. Contractor shall develop patient/client admission policies, which are in writing and available to the public.

B. If Contractor is found not to be in compliance with the terms of Admission Policies Article, this Agreement may be subject to termination.

C. Upon admission to a facility each patient shall immediately be given a copy of CA Department of Health Care Services (DHCS) Handbook – Rights for Individuals in Mental Health Facilities, in the preferred language of the patient (see https://www.dhcs.ca.gov/services/Pages/Office-of-Patients-Rights.aspx) .

D. A list of rights shall be posted and provided in written format, as well as explained to all patients, upon admission; and shall contain the following:

a. Notification that if patient/resident believes a right of the patient's/resident's has been abused, punitively withheld, or unreasonably denied, a complaint may be filed with the Patients'/Residents' Advocate.

b. The name of the Patients'/Residents' Advocate who has been assigned to handle patient complaints, contact information (including telephone number), and the day(s)/time(s) during he/she may be contacted.

(See https://www.dhcs.ca.gov/services/Pages/Office-of-Patients-Rights.aspx for Patients' Rights posters)

XXIII. Medical Records/Protected Health Information

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

1. The minimum maintenance requirement of medical records is:

a. The information contained in the medical record shall be confidential and shall be disclosed only to authorized persons in accordance to local, State and Federal laws.

b. Documents contained in the medical record shall be written legibly in ink or typewritten, be capable of being photocopied and shall be kept for all clients accepted for care or admitted, if applicable.

c. If the medical record is electronic, the Contractor shall make the computerized records accessible for the County's review.

2. The minimum contractual requirement for the retention of medical records is:

a. For adults and emancipated minors, ten (10) years following discharge (last date of service), the final date of the contract period or from the date of completion of any audit, whichever is later;

b. For unemancipated minors, a minimum of ten (10) years after they have attained the age of eighteen (18), but in no event less than ten (10) years following discharge (last date of

service), the final date of the contract period or from the date of completion of any audit, whichever is later.

c. County shall be informed within three (3) business days, in writing, if client medical records are defaced or destroyed prior to the expiration of the required retention period.

B. Should patient/client records be misplaced and cannot be located after the Contractor has performed due diligence, the Contractor shall report to DBH as a possible breach of PHI in violation of HIPAA. Should the County and Contractor determine the chart cannot be located, all billable services shall be disallowed/rejected.

C. Contractor shall ensure that all patient/client records are stored in a secure manner and access to records is limited to those employees of Contractor who have a business need. Security and access of records shall occur at all times, during and after business hours.

D. Contractor agrees to furnish duly authorized representatives from the County and the State access to patient/client records.

E. The IIHI or PHI under this Contract shall be and remain the property of the County. The Contractor agrees that it acquires no title or rights to any of the types of client information.

XXIV. Transfer of Care

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

XXV. Quality Assurance/Utilization Review

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

B. County shall establish standards and implement processes for Contractor that will support understanding of, compliance with, documentation standards set forth by the State. The County has the right to monitor performance so that the documentation of care provided will satisfy the requirements set forth. The documentation standards for beneficiary care are minimum standards to support claims for the delivery of specialty mental health services. All documentation shall be addressed in the beneficiary record.

C. Contractor agrees to implement a Quality Improvement Program as part of program operations. This program will be responsible for monitoring documentation, quality improvement and quality care issues. Contractor will work with DBH Quality Management Division on a regular basis, and provide any tools/documents used to evaluate Contractor's documentation, quality of care and the quality improvement process.

D. When quality of care documentation or issues are found to exist by DBH, Contractor shall submit a plan of correction to be approved by DBH Quality Management.

E. Contractor agrees to be part of the County Quality Improvement planning process through the annual submission of Quality Improvement Outcomes in County identified areas.

XXVI. Independent Contractor Status

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

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

XXVII. Subcontractor Status

A. If Contractor intends to subcontract any part of the services provided under this Contract to an individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Contractor who is performing services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor, Contractor must ensure a written Memorandum of Understanding (MOU) with that individual, agency, company, firm, corporation, partnership or other organization is in place prior to services commencing. The MOU must clearly define the following:

1. The name of the subcontracting agency.
2. The amount (units, minutes, etc.) and types of services to be rendered under the MOU.
3. The amount of funding to be paid to the subcontracting agency.
4. The subcontracting agency's role and responsibilities as it relates to this Contract.
5. A detailed description of the methods by which the Contractor will insure that all subcontracting agencies meet the monitoring requirements associated with funding regulations.
6. A budget sheet outlining how the subcontracting agency will spend the allocation.
7. Additionally, each MOU shall contain the following requirements:
    a. Subcontractor shall comply with the Right to Monitor and Audit Performance and Records requirements, as referenced in the Performance Article.
    b. Subcontractor agrees to comply with Personnel Article related to the review of applicable Federal databases in accordance with Title 42 of the Code of Federal Regulations, Section 455.436, and applicable professional disciplines' and licensing and/or certifying boards' code of ethics and conduct.
    c. Subcontractor shall operate continuously throughout the term of the MOU with all licenses, certifications, and/or permits as are necessary to perform services and comply with Licensing, Certification, and Accreditation Article related to excluded and ineligible status.
    d. Subcontractor agrees to perform work under this MOU in compliance with confidentiality requirements, as referenced in the Confidentiality and Laws and Regulations Articles.
    e. MOU is governed by, and construed in accordance with, all laws and regulations, and all contractual obligations of the Contractor under the primary contract.
    f. Subcontractor's delegated activities and reporting responsibilities follow the Contractor's obligations in the primary contract.
    g. Subcontractor shall be knowledgeable in and adhere to primary contractor's program integrity requirements and compliance program, as referenced in the Laws and Regulations Article.

h. Subcontractor agrees to not engage in unlawful discriminatory practices, as referenced in the Nondiscrimination Article.

B. Any subcontracting agency must be disclosed in writing during the contract approval process to DBH and on an annual basis. The Disclosure must list any/all subcontractor agreements for services that are part of this contract agreement with the DBH Program contact and Compliance on an annual basis; and Contractor will be responsible for producing proof of subcontract agreement(s) if/as requested by DBH. The Contractor will be fully responsible for the performance, duties and obligations of a subcontracting agency, including the determination of the subcontractor selected and the ability to comply with the requirements of this Contract. DBH will not reimburse contractor or subcontractor for any expenses rendered without subcontractor being disclosed according to requirements referenced in this Subcontractor Status section. Further, Contractor must ensure any subcontracted services expenses are reflected in approved budgets and disclosed appropriately (including fiscal year subcontracting service started.

C. At DBH's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by DBH, resumes of proposed subcontractor personnel.

D. Contractor shall remain directly responsible to DBH for its subcontractors and shall indemnify the County for the actions or omissions of its subcontractors under the terms and conditions specified in Indemnification and Insurance Article.

E. Ineligible Persons

Contractor shall adhere to Prohibited Affiliations and Licensing, Certification and Accreditation Articles regarding Ineligible Persons or Excluded Parties for its subcontractors.

F. Upon expiration or termination of this Contract for any reason, DBH will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with DBH.

G. Ability of DBH to Subcontract

Contractor agrees that DBH has the right to subcontract provisions of this agreement where it has responsibility to perform tasks or functions. If utilizing a subcontractor, DBH may opt to subcontract a portion or all of its responsibility but shall notify Contractor in written form other than a Contract amendment. Written form shall be an Information Notice or letter to Contractor and shall include, at a minimum, the name of the subcontractor, responsibilities of the subcontractor, and any related process changes. DBH will ensure all subcontractors adhere to data security requirements, including HIPAA Privacy and Security rule safeguards.

XXVIII. Attorney Costs & Fees

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

XXIX. 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 ten thousand dollars ($10,000) shall be declared to and approved by Risk Management.

I. Failure to Procure Coverage

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

J. Insurance Review

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

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

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

K. Insurance Specifications

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

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

1. Workers' Compensation/Employers Liability

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

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the

requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

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

2. Commercial/General Liability Insurance

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

a. Premises operations and mobile equipment.

b. Products and completed operations.

c. Broad form property damage (including completed operations).

d. Explosion, collapse and underground hazards.

e. Personal Injury.

f. Contractual liability.

g. Two million dollars ($2,000,000) general aggregate limit.

3. Automobile Liability Insurance

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

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

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

4. Umbrella Liability Insurance

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

5. Cyber Liability Insurance

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

L. Professional Services Requirements

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

   or

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

   or

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

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

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

XXX. Nondiscrimination

A. General

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

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

B. Americans with Disabilities Act/Individuals with Disabilities

Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto. Contractor shall report to the applicable DBH Program Manager if its offices/facilities have accommodations for people with physical disabilities, including offices, exam rooms, and equipment.

C. Employment and Civil Rights

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

1. Equal Employment Opportunity Program

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

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

2. Civil Rights Compliance

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

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

D. Sexual Harassment

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

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

F. Contractor shall not discriminate against Medi-Cal eligible individuals who require an assessment or meet medical necessity criteria for specialty mental health services on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability and will not use any policy or practice that has the effect of discriminating on the basis of race,

color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability [42 C.F.R. § 438.3(d)(4)].

G. Policy Prohibiting Discrimination, Harassment, and Retaliation

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

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

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

2. Contractor shall comply with 45 C.F.R. § 160.316 to refrain from intimidation or retaliation. Contractors may not threaten, intimidate, coerce, harass, discriminate against, or take any other retaliatory action against any individual or other person for:

   a) Filing of a complaint

   b) Testifying, assisting, or participating in an investigation, compliance review, proceeding, or hearing

   c) Opposing any unlawful act of practice, provided the individual or person has a good faith belief that the practice opposed is unlawful, and the manner of opposition is reasonable and does not involve a disclosure of protected health information.

XXXI. Contract Amendments

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

XXXII. Assignment

A. This Agreement shall not be assigned by Contractor, either in whole or in part, without the prior written consent of the Director.

B. This Contract and all terms, conditions and covenants hereto shall insure to the benefit of, and binding upon, the successors and assigns of the parties hereto.

C. If the ownership of the Contractor changes, both the licensee and the applicant for the new license shall, prior to the change of ownership, provide the State and DBH with written documentation stating:

1. That the new licensee shall have custody of the clients' records and that these records or copies shall be available to the former licensee, the new licensee and the County; or

2. That arrangements have been made by the licensee for the safe preservation and the location of the clients' records, and that they are available to both the new and former licensees and the County; or

3. The reason for the unavailability of such records.

XXXIII. 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.

XXXIV. Improper Consideration

A. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

B. The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

C. Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

XXXV. Venue

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

XXXVI. Conclusion

A. This Agreement consisting of forty-six (46) pages, 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

Dawn Rowe, Chair, Board of Supervisors

Dated: APR 21 2026

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

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

By _____ Deputy

Indio Behavioral Hospital, LLC DBA Coachella Valley Behavioral Health

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

Signed by:
By ► Steven Hytry
CA[redacted]
(Authorized signature - sign in blue ink)

Name Steven Hytry
(Print or type name of person signing contract)

Title C.E.O.
(Print or Type)

Dated: 4/15/2026

Address 81555 JFK Court

Indio, CA 92201

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
Signed by: ► [redacted]	Signed by: ► Michael Shin	Signed by: ► Joshua Dugas
Kristina Robb, Deputy County Counsel	Michael Shin, Administrative Manager	Joshua Dugas, Acting Director
Date 4/16/2026	Date 4/16/2026	Date 4/16/2026

Docusign Envelope ID: 3E391700-6C4D-412A-908A-A5B975FE32FD

Psychiatric Inpatient Hospital Services
Service Description

I. PROGRAM DESCRIPTION

Historically, public mental health services in California have been reimbursed under two separate systems: Short-Doyle/Medi-Cal (county operated services) and Fee-for-Service/Medi-Cal (private hospitals and practitioners). On January 1, 1995, these two systems were consolidated into a single, integrated service delivery system for psychiatric inpatient services. This single system is administered through the San Bernardino County, Department of Behavioral Health (DBH), which acts as the Local Managed Mental Health Plan Agency (MHP). DBH/MHP has the responsibility for administering the Plan and managing the funds allocated by the State for all Medi-Cal psychiatric inpatient hospital services within the County. The MHP authorizes all Medi-Cal reimbursement for psychiatric inpatient services based on medical necessity.

The MHP also works in collaboration with Acute Psychiatric Hospitals classified as Institutions for Mental Disease (IMD), providing consultation on residential care and community support services for San Bernardino County patients receiving treatment at their facilities. As a result of the IMD Exclusion pursuant to Section 1905(a) of the Social Security Act, Medi-Cal funds may not be sought for adult patients aged 21-64 who are provided with psychiatric inpatient hospital services at these Acute Psychiatric Hospitals, including Psychiatric Health Facilities who are certified by the State to provide psychiatric inpatient hospital services. The MHP is therefore responsible for providing funding for these non-Medi-Cal-billable patients receiving specialty mental health services.

II. PERSONS TO BE SERVED

The individuals to be served under this contract include all Medi-Cal members and indigent patients, as defined and within the age groups served by Contractor, who meet medical necessity, as defined, for psychiatric hospitalization.

A. Provider Adequacy (If Applicable)

Contractor shall submit to DBH documentation verifying it has the capacity to serve the expected enrollment in its service area in accordance with the network adequacy standards developed by DHCS. Documentation shall be submitted no less frequently than the following:

1. At the time it enters into this Contract with the County;
2. On an annual basis; and
3. At any time there has been a significant change, as defined by DBH, in the Contractor's operations that would affect the adequacy capacity of services, including the following:
    a. A decrease of twenty-five percent (25%) or more in services or providers available to beneficiaries;
    b. Changes in benefits;

c. Changes in geographic service area; and

d. Details regarding the change and Contractor's plans to ensure beneficiaries continue to have access to adequate services and providers.

III. ADMISSION CRITERIA

A. Pre-entry

1. Patients must be medically cleared prior to being admitted. All patients admitted to an acute care psychiatric facility are assumed to be medically clear.

B. Medi-Cal Eligibility and County of Residence Determination

1. Contractor is required to determine the Medi-Cal status of all patients being admitted to its facility. Contractor staff are to make a diligent effort to determine a patient's Medi-Cal status using a Point of Service device (POS) device and/or by contacting the closest Social Security Office and/or by contacting the Medi-Cal office at (800) 952-5253. All efforts to determine Medi-Cal eligibility are to be well documented in patient charts.

2. Contractor will only be able to bill a patient's Medi-Cal county of residence for services. No reimbursement will be given to a Contractor by a county for a Medi-Cal patient from another county.

3. In no event will any reimbursement be given unless the Notice of Admission and post--discharge Treatment Authorization Request (TAR) requirement (or, for the Indigent Care Services Program, the post-discharge UB-04 requirement) are met as described in the Payment Authorization article of this Addendum.

4. Pending Eligibility/Retroactive Eligibility

In all cases where Medi-Cal is granted retroactively, the Contractor is to submit the TAR after Medi-Cal has been granted, indicating on the TAR that Medi-Cal was granted retroactively.

5. Other Insurance

In all cases where there are other primary and secondary insurances, including Medicare, these sources are to be billed prior to billing Medi-Cal.

6. Uncertain County of Beneficiary Status

A patient's county of beneficiary status is to be determined in the same fashion as in Article III, Section B (i.e., using the POS device, contacting Social Security, and/or contacting the Medi-Cal office). However, if a patient's county of beneficiary status cannot be identified, Contractor is to provide San Bernardino County MHP or authorized concurrent review vendor with a completed Notice of Admission and supporting documentation, within 24 hours of admission.

7. Identity Unknown

   If a patient's identity cannot be established, the local Sheriff's substation is to be contacted to have the patient's fingerprints taken and examined. If a patient's identity cannot be determined, DBH or the authorized is to be contacted within twenty-four (24) hours of admission.

C. Medical Necessity

Medical necessity for inpatient psychiatric hospital care is defined by the presence of a covered mental condition manifested by acute symptoms of sufficient severity that the absence of immediate mental health services could reasonably be expected to result in a patient's health being placed in jeopardy, and/or the patient being a danger to self and/or to others (i.e., services are needed to protect life or treat significant disability). Medical necessity never implies entitlement to a specific level of care, type of service, or specific service location. The appropriate service for a patient is always based on clinical judgment. Thus, the admission criteria listed herein do not entitle a person to receive Inpatient Services. It is the presence of an included diagnosis, a functional impairment, and documentation that the patient cannot be treated at a lower level of care that are required to meet admission criteria. Once it is determined the patient has a covered diagnosis, it is the severity of the functional impairment and evidence that the patient cannot be treated at a lower level of care that ultimately qualify a service for reimbursement.

Note: Medical necessity is subject to change due to changes by DHCS. DBH shall immediately notify Contractor of any said changes and provide any applicable information such as Behavioral Health Information Notice, updated regulation, or other.

In order for psychiatric inpatient hospital services to be reimbursed, a patient must have been seen and evaluated by a psychiatrist, and:

1. The patient must have a valid ICD-10-CM principal admitting diagnosis/DSM-5 as indicated in 9 CCR 1820.205(a)(1).
2. The patient cannot be safely treated at another level of care, except that a member who can be safely treated with crisis residential treatment services or psychiatric health facility services for an acute psychiatric episode shall be considered to have met this criterion.
3. Requires psychiatric inpatient hospital services, as the result of a mental disorder, due to one of the following:
   a. Has symptoms or behaviors that (one of the following):
      1) Represents current danger to self or others, or significant property destruction.
      2) Prevent the patient from providing for, or utilizing, food, clothing, shelter, personal safety, or necessary medical care.

3) Present a severe risk to the patient's physical health.

Note: A patient is not considered unable to provide for basic needs, even if the patient meets the above criteria, if the patient has responsible friends, family, or others who indicate their willingness (must be documented) to care for the patient and the patient is able and willing to take advantage of these resources. Services rendered to patients meeting this description will not be reimbursed.

4) Represent a recent, significant deterioration in ability to function.

b. Requires admission for treatment and/or observation for either 1) or 2) below:

1) Further psychiatric evaluation

2) Medication treatment that can only be provided in an acute inpatient setting.

3) Other treatment that can be reasonably provided only if the patient is hospitalized.

4. Patients who present at the hospital with Grave Disability resulting from a severe Substance Use Disorder (SUD) are eligible for reimbursement under the provisions of this contract until such time as the State establishes criteria and methodologies for direct reimbursement of these services, as applicable.

5. The psychiatric condition must reflect the above criteria and be documented in the patient's chart.

D. Continued Stay

1. Approval of payment for a patient's hospital stay will be predicated upon documentation of one or more of the following criteria:

a. Continued presence of indications that meet the medical necessity criteria.

b. Serious adverse reaction to medications, procedures or therapies requiring continued hospitalization.

c. The presence of new indications that meet medical necessity criteria.

d. Need for continued medical evaluation/treatment that can only be provided if the patient remains in the hospital.

e. The treatment services provided meet standard of care for inpatient medical services as determined by MHP staff.

2. The provision of services must be reasonably expected to improve the patient's condition so that a lower level of care can be implemented following stabilization.

   Note: Continued Stay criteria is subject to change due to changes by DHCS. DBH shall immediately notify Contractor of any said changes and provide any applicable information such as Behavioral Health Information Notices, State Plan Amendments, regulations, or other.

E. Administrative Days

1. Administrative days shall be reimbursed pursuant to 9 CCR 1810.202 in the event that a patient's stay must be continued beyond the patient's need for acute care due to the lack of residential placement options, contingent upon documentation meeting all requirements outlined in the most current guidelines issued by the State. The MHP has identified that the following are consistent with the definition of "residential treatment facilities" and are Medi-Cal eligible non-acute treatment facilities that meet the Administrative Day Service criteria:

   a. State Hospital. State Hospitals are the highest level of locked psychiatric inpatient care for patients living with behavioral health conditions and require the highest level of intensive services. Additionally, State Hospitals provide services to consumers who are committed pursuant to sections of the Penal Code and WIC or who are found to be incompetent to stand trial.

   b. Institutions for Mental Diseases: A hospital, nursing facility or other institution of more than sixteen (16) beds that is primarily engaged in providing diagnosis, treatment, or care of persons with mental diseases, including medical attention, nursing care, and related services (42 Code of Federal Regulations (CFR) 435.1010, 9 CFR 1810.222.1).

   c. Mental Health Rehabilitation Centers (MHRC) and Skilled Nursing Facilities (SNF) with a psychiatric component. SNFs that provide only medical care do not qualify for administrative day reimbursement.

   d. Enhanced Assisted Living facilities contracted with DBH to provide specialized treatment to consumers living with comorbid behavioral health and medical conditions.

   e. Licensed enhanced board and care. These are designated board and care facilities that have a contract with DBH to provide specialized enhanced services to targeted populations. Non-enhanced (basic) licensed board and care facilities do not qualify for administrative day reimbursement.

   f. Adult Residential Treatment Facilities licensed through Community

Care Licensing (CCL) to provide long-term or transitional social rehabilitation services as those contracted through the DBH Centralized Hospital Aftercare Services (CHAS) program.

g. Facilities whose services include co-occurring treatment through the DBH Therapeutic Alliance Program (TAP) or SUD residential treatment facilities wherein placement has been arranged through DBH Screening, Assessment, and Referral Center (SARC).

2. For the purposes of this Contract, administrative day reimbursement by DBH for Medi-Cal members between the ages of 21-64 receiving inpatient psychiatric services in an Acute Psychiatric Hospital classified as an IMD, is subject to the same criteria as outlined in 9 CCR 1810.202. Reimbursement shall be in accordance with the Referenced Contract Provisions and will be provided at the negotiated rate included therein, subject to the terms set forth in this Contract.

3. For patients in need of placement at the MHP-contracted facilities referenced in items a through e above or through DBH TAP, Contractor shall contact the DBH Long-Term Care Team via encrypted email at DBH-LongTermCare@dbh.sbcounty.gov to arrange for this placement. Questions may be referred to the Centralized Hospital Aftercare Services administrative office at (909) 421-9435.

4. For patients in need of referral to contracted long-term or transitional social rehabilitation facilities for adult residential treatment referenced in item f above, Contractor shall contact the DBH Triage Transitional Services Clinic Supervisor or designee at (909) 580-2141.

5. It is the responsibility of the contracted hospital to seek and arrange for placement for all conserved and non-conserved patients requiring medical SNF, basic board and care or other lower levels of care. Placement efforts should be clearly documented in patient charts. Consumers who are placed in these lower level of care facilities do not qualify for administrative day reimbursement. Please refer to paragraphs d and f above for further reference.

6. Administrative Day Contact Requirements

   a. The patient must have received at least one (1) approved acute bed day in the facility prior to authorization of any administrative days.

   b. Contractor must document having made at least one (1) contact to a non-acute residential treatment facility per day (except weekends and holidays), starting with the day the patient is placed on administrative day status. Once five (5) contacts have been made and documented, any remaining days within the seven (7) consecutive day period from the day the member is placed on administrative day status may be authorized.

c. A hospital may make more than one (1) contact on any given day within the seven (7) consecutive day period; however, the hospital will not receive authorization for the days in which a contact has not been made until and unless all five (5) required contacts are completed and documented. Once the five (5) contact requirement is met, any remaining days within the seven (7) day period can be authorized without a contact having been made and documented.

d. The lack of placement options at appropriate non-acute residential treatment facilities and the contacts made at appropriate facilities shall be documented to include, but not limited to, the following:

1) The status of the placement option. Documentation in the chart should note the level, type and name of placement facility contacted and the disposition of each contact.

2) Date of the contact and name and title of the person contacted.

3) Signature and title of the person making the contact.

e. Examples of appropriate "placement status" options include, but may not be limited to, the following:

1) The patient's information packet is under review;

2) An interview with the patient has been scheduled for [date];

3) No bed available at the non-acute treatment facility [specify facility, if available]

4) The patient has been put on a wait list;

5) The patient has been accepted and will be discharged to [facility] on [date of discharge];

6) The patient has been rejected from [facility] due to [reason]; and/or

7) A conservator deems the facility to be inappropriate for placement.

f. In cases where Contractor cannot make direct contact with potential facilities because there is a DBH case manager or program who functions as a placement gatekeeper (mental health and/or SUD), the Contractor is responsible for obtaining copies of the gatekeeper's placement effort documentation and to include this documentation with the chart when it is submitted to the MHP for consideration for payment. Contractor must submit a copy of the placement log by the DBH gatekeeper for placement efforts in the patient's record prior to submission to DBH or authorized

concurrent review vendor for review and consideration for reimbursement as outlined above.

g. It is the responsibility of Contractor to seek and arrange for placement for all conserved and non-conserved patients requiring medical SNF, basic board and care, or other lower levels of care. Placement efforts should be clearly documented in patient charts and do not qualify Contractor for Administrative Day reimbursement.

F. Payment Authorization

1. In May 2023, DBH implemented concurrent review, an authorization process where inpatient services are reviewed for medical necessity as the services are being provided. This differs from the prior practice of retrospective review, where services were reviewed and authorized/denied after the patient discharged from the hospital. Concurrent review enables hospitals to receive prompt feedback and adjust subsequent documentation to meet Medi-Cal standards while patients are receiving inpatient care. This results in a higher likelihood of approval for services reimbursed to contractors. Additionally, inpatient authorization regulations allow hospitals to be retroactively reimbursed for bed days provided in prior fiscal years in circumstances including hospitalizations that cross fiscal years and appealed bed days. Retrospective submissions are allowed in the event of retroactive approval of Medi-Cal, inaccuracies in the Medi-Cal eligibility system, other health coverage, and beneficiary failure to identify payor.

2. Contractor shall submit a Notice of Admission for concurrent review and authorization into the designated portal within twenty-four (24) hours of patient admission to the inpatient psychiatric unit. The submission must include al required documents including:

   a. Admission Questionnaire,

   b. Admission Orders,

   c. Face Sheet with Medi-Cal verification,

   d. Psychiatric Evaluation, and

   e. WIC 5150/5585/Voluntary/Conserved documentation, as applicable.

   Failure to adhere to this timeline will result in a denial of authorization.

3. If an authorization is denied, Contractor may submit an appeal to the designated concurrent review vendor. An appeal must be submitted within ninety (90) days of denial. Contractor must submit an appeal TAR and letter into the associated case in the database.

4. The payment authorization process is subject to change based on regulation, the policy of DHCS, or internal DBH business processes. If this occurs, DBH and/or the applicable vendor will communicate applicable changes to Contractor in a timely manner.

5. Reimbursement for services is contingent upon the Contractor continuing to meet all regulatory and licensing criteria.

6. All required documentation supporting the indigent care reimbursement process must be submitted to the San Bernardino County Department of Behavioral Health Point of Authorization within fourteen (14) days of the date of discharge. Funding is subject to availability and contractual limits.

IV. QUALITY OF CARE

A. Final Rule or Parity Regulations and Information Notices

Contractor will be required to follow all changes applicable to the Medi-Cal and Children's Health Insurance Program Managed Care Final Rule, referred to as the Final Rule thereafter, Mental Health Parity and Addiction Equity Act, referred to as Parity thereafter, and/or any applicable Information Notices issued by DHCS related to hospital services. DHCS requires DBH as the County's MHP and its contractors to adhere to applicable regulations and notices. Contractor must comply with any policies, procedures, and/or Information Notices issued by DBH pertaining to the Final Rule or Parity.

B. Contractor will conduct a regular ongoing program to assess the quality of care provided to patients treated in the inpatient unit. In addition to Contractor's ongoing program, at minimum, the Contractor UR Contractor will assure that all Medi-Cal members and indigent patients, as defined in this Contract, receive care as specified in the Agreement.

1. Contractor will establish a Utilization Review Committee (URC) whose function will be to determine that admissions and length of stay are appropriate to level of care and to ensure that MHP admission and continued stay criteria are met. Composition of the committee shall meet minimum federal requirements. A log shall be maintained, recording the date and outcome of each review, the patient's name, chart number, as well as the signature of the reviewer.
2. Contractor Quality Management/Utilization Review records will be made available for review by MHP staff upon request.
3. Contractor's URC will take into account functioning level and utilization of other available resources when evaluating need for inpatient service upon admission and throughout the continued stay. Services which do not meet the minimum standards for medical necessity/least restrictive level of care are non-reimbursable.
4. MHP Authorization and Quality Improvement staff will be available to educate providers to ensure that federal URC requirements are met and that each provider's URC is familiar with the expectations of MHP in terms

of quality and reimbursement issues. Contractor will be subject to MHP Quality Management Action Committee (QMAC) oversight. Quality of care may be measured via performance outcome measures, other focused studies, audits, routine reviews, or other methods as determined necessary by MHP.

C. Quality of care provided to patients by the Contractor will meet MHP standards of inpatient care. Compliance will be assessed as part of the MHP concurrent review process.

D. Contractor shall provide psychiatric inpatient hospital services in the same manner to Medi-Cal members and indigent patients, as defined, as they are provided to all other patients.

E. Contractor shall not discriminate against Medi-Cal members and indigent patients, as defined, in any manner, including admission practices, placement in special wings or rooms, or the provision of special or separate meals.

F. Contractor shall provide the same standard of medical care as in the community, e.g., performing basic laboratory work upon admission, completing history and physical examinations within twenty-four (24) hours of admission, determining blood levels of medications as indicated, e.g. Tegretol, Dilantin, Depakote, etc.

G. When quality of care issues are identified by MHP staff, the issues will be referred to the MHP Chief Quality Management Officer for referral to the appropriate Quality Management standing committee. The appropriate MHP standing committee will review each referral and request a plan of correction, if indicated.

H. Quality Management

1. Contractor shall comply with requirements for utilization review pursuant to Title 42, CFR, Subpart D. Compliance shall include documentation of medical necessity, appropriateness of the level of care, and duration of services.
2. On-site Reviews

   MHP and DHCS shall conduct periodic audits, including on-site audits, of performance under this Agreement. These audits may include a review of the following:

   a. Level and quality of care, as well as the necessity and appropriateness of the services provided.
   b. Internal procedures for assuring efficiency, economy and quality of care.
   c. Compliance with MHP Patient Grievance Procedures.
   d. Financial records when determined necessary to protect public funds.

V. CULTURAL AND LINGUISTIC REQUIREMENTS

A. Definitions:

1. "Key points of contact" means common points of access to specialty mental health services from the Mental Health Plan (MHP), including but not limited to the MHP's problem resolution process, county owned or operated or contract hospitals, and any other central access locations established by the MHP.

2. "Primary language" means that language, including sign language, which must be used by the patient to communicate effectively and which is so identified by the patient.

3. "Threshold Language" means a language that has been identified as the primary language, as indicated on the Medi-Cal Eligibility Data System (MEDS), of three thousand (3,000) members or five percent (5%) of the member population, whichever is lower, in an identified geographic area.

B. The Contractor shall have:

1. Oral interpreter services in threshold languages at key points of contact available to assist patients whose primary language is a threshold language to access the specialty mental health services or related services available through that key point of contact. The threshold languages shall be determined on a countywide basis. County may limit the key points of contact at which interpreter services in a threshold language are available to a specific geographic area within the county when:

   a. The County has determined, for a language that is a threshold language on a countywide basis, that there are geographic areas of the county where that language is a threshold language, and other areas where it is not; and

   b. The Contractor provides referrals for patients who prefer to receive services in that threshold language, but who initially access services outside the specified geographic area, to a key point of contact that does have interpreter services in that threshold language.

2. Policies and procedures to assist patients who need oral interpreter services in languages other than threshold languages to access the specialty mental health services or related services available through that key point of contact.

3. General program literature used by the Contractor to assist members in accessing services including, but not limited to, the member brochure required by Section 1810.360(c), materials explaining the problem resolution and fair hearing processes required by Section 1850.205(c)(1), and mental health education materials used by the MHP, in threshold languages, based on the threshold languages in the county as a whole.

4. Make appropriate auxiliary aids and services available to ensure effective communication for Deaf, Hard of Hearing, and Blind, as required of private entities via Title III of ADA (28 C.F.R. §§ 35.104,35.160).

5. A qualified interpreter available when one is requested by a person who is Deaf or Hard of Hearing, as defined per C.F.R. §§ 35.104

VI. DEPARTMENT OF BEHAVIORAL HEALTH RESPONSIBILITIES

A. DBH shall provide technical assistance to Contractor in regard to EPSDT/Medi-Cal requirements, as well as charting and Utilization Review requirements.

B. DBH shall participate in evaluating the progress of the overall program in regard to responding to the mental health needs of local communities.

C. DBH shall monitor Contractor on a regular basis in regard to compliance with all of the above requirements.

D. DBH shall provide linkages with the total Mental Health system to assist Contractor in meeting the needs of its clients.

VII. SPECIAL PROVISIONS

The Contractor shall:

A. Accept into an available and appropriately licensed bed, any Medi-Cal eligible or uninsured patients, within the age range(s) served by Contractor, referred to its facility who meet target inpatient medical necessity as outlined in this Addendum.

B. Transport patients to contract hospital from non-contract hospital when feasible. Provide necessary transportation to return patients back to San Bernardino County place of residence. When transportation services are Medi-Cal eligible, they shall be billed separately from the per diem rate for psychiatric inpatient hospital services. Costs associated with all other necessary transportation will be assumed by the Contractor under the negotiated per diem rate.

C. Hospitals contracted with the San Bernardino County MHP to provide psychiatric inpatient hospital services, including contracted General Acute Care (GAC) hospitals and Acute Psychiatric Hospitals classified as Institutions for Mental Disease (IMD), shall work collaboratively together, as well as with non-contracted inpatient psychiatric providers, to coordinate the transfer of Medi-Cal members between hospitals. Transfers shall be intended to place the patients in the most appropriate setting to provide for their immediate psychiatric needs and to maximize Medi-Cal billing potential where possible while the patient awaits placement at a residential treatment facility as outlined in the Administrative Days article of this Addendum.

D. Evaluate, admit and treat patients who meet the documented need for inpatient hospitalization in compliance with MHP admission and continued stay criteria.

The Fee-for-Service and the Short-Doyle/Medi-Cal Systems Admission Criteria are integrated under the MHP and, as such, admission criteria at contract hospitals

shall meet standards consistent with San Bernardino County MHP admission criteria. Designated 5150 treatment facilities shall be in compliance with the WIC regarding involuntary treatment. Contractor shall be in compliance with all other statutory and regulatory requirements. Findings of non-compliance and/or violations of patient's rights shall be forwarded by MHP representatives, and as appropriate, to the Office of Patients' Rights.

E. Provide and document appropriate and timely discharge and aftercare planning.

1. As part of discharge planning and pursuant to DBH policy and procedure, Contractor shall make every effort to arrange for outpatient mental health services follow-up appointment to occur within seven (7) calendar days of patient discharge to assist with MHP compliance with state requirements. Any instances of inability to schedule appointment or patient unwillingness to receive outpatient services should be clearly documented in patient chart. DBH may advise Contractor of updates to this expectation and amend conditions in accordance with state requirements.

2. Upon discharge of patient and to provide improved coordination of care in preparation for follow-up appointment, Contractor shall provide clinic medical director or designee for the facility at which outpatient mental health services appointment has been scheduled, with the following patient information via the approved submission method to be provided by DBH:

    a. Discharge Summary, including Admission Date, Reason for Admission, and Discharge Date

    b. Laboratory Results as well as results of other diagnostic studies including, but not limited to, X-rays, EKG, CT scan, and others, when applicable.

    c. Discharge Medication List

    d. History and Physical

F. Coordination of Care (If Applicable)

Contractor shall deliver care to and coordinate services for all of its members by doing the following [42 C.F.R. § 438.208(b)]:

1. Ensure that each member has an ongoing source of care appropriate to his or her needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the member. The member shall be provided information on how to contact their designated person or entity [42 C.F.R. § 438.208(b)(1)].

2. Coordinate the services Contractor furnishes to the member between settings of care, including appropriate discharge planning for short term and long-term hospital and institutional stays. Coordinate the services Contractor furnishes to the member with the services the member receives from any other managed care organization, in FFS Medicaid, from

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community and social support providers, and other human services agencies used by its members [(42 C.F.R. § 438.208(b)(2)(i)-(iv), CCR, title 9 § 1810.415.]

G. Provide appropriate office space for MHP staff to perform patient interviews and to review written documentation on patients at the facility. Contractor will facilitate MHP staff interviews of all patients for whom the Contractor has submitted Notices of Admission for an inpatient stay.

H. Assist patients requesting release in completing the standard Request for Release form (writ) for patients who have been involuntarily detained (in hospitals with such capacity).

I. Maintain pharmacy in compliance with all appropriate regulations and laws.

J. Ensure that appropriate patients are recommended for temporary Conservatorship in consultation/coordination with DBH Conservatorship Investigator's Office at (909) 798-8588 or by making a needs assessment request.

K. Provide discharged patients with all psychiatric medication (up to fourteen (14) days) and necessary equipment that the facility has on hand prescribed for that patient or with a sufficient prescription to last the patient (up to fourteen (14) days) or until their first outpatient medication appointment, whichever is sooner.

L. Take appropriate steps to avoid readmission of patients to an acute level of psychiatric care by taking the following actions:

1. Refer all appropriate patients for community aftercare services.
2. Provide pertinent patient information to aftercare provider in accordance with paragraph E above.
3. Ensure that crisis intervention services have been provided prior to patients being considered for admission to acute inpatient hospital.

Patterns of readmission may be referred to MHP Quality Management Action Committee.

M. Contractor will be expected to develop an appropriately structured treatment program. Multi-disciplinary teams will be in place in each facility to ensure that quality psychiatric care is provided to patients. This includes medications (i.e., administration, education, documentation of side effects and attempts to ameliorate, etc.), individualized treatment plans, consultation with support systems (e.g. family members) and patient safety.

N. Consideration for special populations will be integrated into all aspects of the inpatient delivery system. The purpose of this is to assure equal access, equal treatment in the service delivery process, and consideration of special needs.

O. Contractor shall provide information in a manner and format that is easily understood and readily accessible to patient, which includes providing all written materials for patients in easily understood language, format and alternative formats

that take into consideration the special needs of patients. Examples include written materials in large print with no smaller than 18pt font, minimum font size of 14pt, information in audio or video format, and written in languages other than English.

P. Contract directly with Hearing Officers at a rate according to San Bernardino County's assigned panel (per WIC 5256.1) recommended salary.

Q. In the event that a patient admitted to Contractor's facility must attend Arrowhead Regional Medical Center (ARMC) Mental Health Court for a hearing, it is expected that hospital staff will be provided in a timely manner to escort and monitor patient during the court process.

VIII. DEPARTMENT OF BEHAVIORAL HEALTH RESPONSIBILITIES

The Department of Behavioral Health (DBH) shall:

A. Provide information and consultation to Contractor to assist hospital staff to implement discharge and aftercare plans. These services will be provided upon request by Contractor and when deemed appropriate by DBH staff.

B. Educate Contractor as follows:

1. Provide Contractor with information regarding community placement resources available to adults and youth.

2. Provide Contractor with information regarding mental health community aftercare resources.

3. Provide Contractor with clinical documentation and TAR training in conjunction with the authorized concurrent review vendor.

C. Consult with Contractor:

1. On criteria for patients being referred for placement into a DBH residential resource system.

2. On referrals to alternatives for service in the community.

3. On levels of care needed according to degree of impairment.

4. On current availability of community based residential system (e.g., group homes, Board and Care, Skilled Nursing Facilities, etc.).

D. Evaluate (upon referral from Contractor) for:

1. Adult (for admission to)

a. State Hospital

b. Institutions for Mental Disease (IMDs)

c. Mental Health Rehabilitation Centers (MHRCs)

d. Skilled Nursing Facilities (SNFs) with a psychiatric component

e. Enhanced Board and Cares

f. Therapeutic Alliance Program (TAP)

g. Other DHCS approved facilities that are consistent with the definition of "residential treatment facilities" for Medi-Cal Administrative Day reimbursement

2. Youth (for admission to)

a. Mental Health Intensive/Subacute program.

b. Mental Health Transitional group home program.

E. Placement:

1. When an individual is found to meet the appropriate criteria for any of the above placements, the appropriate DBH referral for placement is to be sent to the respective DBH program based upon Hospital Psychiatrist's recommendation for placement. DBH placement staff will coordinate the referral process with the appropriate placement facility. Contractor shall not attempt to contact DBH contract residential providers directly to initiate placement.

2. Discharge coordination is to be accomplished via consultation (by telephone or face-to-face, depending upon the situation) between staff from the appropriate DBH placement program and Contractor staff. Contractor is to make appropriate staff available for these consultations.

3. Referrals for ongoing case management services may be submitted to the appropriate DBH Program or contracted agencies as needed.

IX. OUTCOME MEASURES AND DATA REPORTING REQUIREMENTS

A. The MHP will conduct ongoing assessments of outcomes achieved by the patients served by the Contractor. Outcomes include what the patient is able to achieve based on their stated goals and abilities with the help of services provided by the Contractor and/or MHP. Variables such as financial status, living arrangements, educational goals, functioning, social and support networks prior to and/or during receipt of services may be examined. Symptom reduction and prevention of recidivism to higher levels of care may be used to measure outcomes.

B. The MHP will focus on a few important outcomes which are goals of the managed care system. Achievement of these goals will be monitored carefully to determine whether the program is functioning appropriately to allow achievement of these goals. The primary focus will be on concrete, measurable, and behavioral indications of functioning.

C. Assessment of outcomes is based upon comparisons with previous performance, with current established standards, with established practices and other available information. Intensive assessment followed by remedial action is warranted when undesirable variation in performances has been identified.

D. The outcomes-based criteria which shall be achieved are as follows:

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ADDENDUM I

Goals	Key Outcomes
• Promote interagency collaboration	• Increased collaboration by two or more agencies
• Increase a network of community support services	• Increased linkage to County and community mental health partners and outpatient clinics
• Timely access to the appropriate level of care based on the patient's current level of functioning	• Increased timeliness between discharge from hospital and engagement in follow-up treatment, with transition to occur within seven (7) days of discharge, in compliance with HEDIS measures

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ATTACHMENT I

APPLICATION FOR REIMBURSEMENT OF TREATMENT TO MEDICALLY INDIGENT ADULT IN CONTRACT HOSPITAL

Client Name _____ DOB _____ SSN _____

Hospital _____

Form Completed by: _____ Title _____ Phone _____

1. CLIENT INFORMATION

☐ Male
☐ Female

_____

Last Name First Name M.I.

☐ Single ☐ Married ☐ Separated
Age: _____ ☐ Widowed ☐ Divorced

Number of persons in household _____

Current Address:

_____ How Long? _____

Street City State

_____

Apt. or Space # Zip Code Country Telephone

Previous Address:

_____ How Long? _____

Street City State

_____

Apt. or Space # Zip Code Country Telephone

Current Employer: _____ Job Title: _____

Approx. Salary $ _____ per _____ Length of Time in Current Job: _____

Does client receive any other form of income? ☐ YES ☐ NO
If yes, please specify amount of income per month $_____

Health Insurance Carrier: _____ Plan Name: _____

Policy #: _____
Does this policy include psychiatric inpatient coverage? ☐ YES ☐ NO

2. INFORMATION REGARDING SPOUSE

_____

Last Name First Name M.I. DOB SSN

_____

Address (write "SAME" if same.)

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ATTACHMENT I

Current Employer: _____ Job Title: _____

Approx. Salary $ _____ per _____ Length of Time in Current Job: _____

Does Spouse receive any other form of income? ☐ YES ☐ NO
If yes, please specify amount of income per month $_____

Health Insurance Carrier: _____ Plan Name: _____

Policy #: _____
Does this policy include psychiatric inpatient coverage? ☐ YES ☐ NO

3. Does the patient have any form of insurance other than that reported on Page 1 of this form which would provide payment for inpatient psychiatric services:
   ☐ YES; name of insurance carrier: _____ ☐ NO

4. If the patient reports employment—or spouse's employment—in response to the questions on Page 1 of this form, has CONTRACTOR arranged for an evaluation of the patient's financial status by one of its financial interviewers? ☐ YES ☐ NO

5. Payment plan NOT arranged with patient for the following reason(s):

_____

_____

_____

The above is stated on information and belief and I declare under penalty of perjury under the laws of the State of California that I believe it to be true.

_____ _____
Patient Signature (required) Date

_____ _____
Hospital Representative Signature Date

_____ _____
Printed Name of Hospital Representative Title of Hospital Representative

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ATTACHMENT III

San Bernardino County Mental Health Plan (MHP) Claims and Payments

Contractor Appeal Procedure

In response to a denied or modified request for treatment or payment authorization, or a dispute concerning the processing or payment of a TAR/UB-04, Contractor may make use of the written Contractor Appeal Process, outlined as follows.

I. The written appeal must be sent to the authorized concurrent review vendor or designee within ninety (90) calendar days of the date of receipt of the non-approval of payment or within ninety (90) calendar days of the vendor's failure to act on a request.

II. The vendor or designee will communicate a response to the Contractor within sixty (60) calendar days of receipt of the appeal. It will include:

   a. A statement of the reasons for the decision that addresses each issue raised by the provider and

   b. Any action required by the provider to implement the decision.

If applicable, the Contractor shall submit a revised request for payment authorization within thirty (30) calendar days from receipt of the MHP's decision to approve the payment authorization request.

ATTACHMENT IV

ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS

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

1. Contractor certifies to the following:
   a. it is not presently excluded from participation in Federal and State funded health care programs,
   b. there is not an investigation currently being conducted, presently pending or recently concluded by a Federal or State agency which is likely to result in exclusion from any Federal or State funded health care program, and/or
   c. unlikely to be found by a Federal and State agency to be ineligible to provide goods or services.

2. As the official responsible for the administration of Contractor, the signatory certifies the following:
   a. all of its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any Federal or State funded health care programs,
   b. there is not an investigation currently being conducted, presently pending or recently concluded by a Federal or State agency of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any Federal and State funded health care program, and/or
   c. its officers, employees, agents and/or sub-contractors are otherwise unlikely to be found by a Federal or State agency to be ineligible to provide goods or services.

3. Contractor certifies it has reviewed, at minimum prior to hire or contract start date and monthly thereafter, the following lists in determining the organization nor its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any Federal or State funded health care programs:
   a. OIG's List of Excluded Individuals/Entities (LEIE).
   b. United States General Services Administration's System for Award Management (SAM).
   c. California Department of Health Care Services Suspended and Ineligible Provider (S&I) List, if receives Medi-Cal reimbursement.

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

Steven Hytry

Printed name of authorized official

Signed by:
Steven Hytry
Signature of authorized official

4/15/2026

Date

ATTACHMENT V

DATA SECURITY REQUIREMENTS

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

A. Personnel Controls

1. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of DBH, or access or disclose DBH Protected Health Information (PHI) or Personal Information (PI) must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

2. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

3. Confidentiality Statement. All persons that will be working with DBH PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The Statement must be signed by the workforce member prior to accessing DBH PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DBH inspection for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

4. Background Check. Before a member of the workforce may access DBH PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

B. Technical Security Controls

1. Workstation/Laptop Encryption. All workstations and laptops that store DBH PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved in writing by DBH's Office of Information Technology.

2. Server Security. Servers containing unencrypted DBH PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

3. Minimum Necessary. Only the minimum necessary amount of DBH PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.

4. Removable Media Devices. All electronic files that contain DBH PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes, etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

5. Antivirus / Malware Software. All workstations, laptops and other systems that process and/or store DBH PHI or PI must install and actively use comprehensive anti-virus software / Antimalware software solution with automatic updates scheduled at least daily.

6. Patch Management. All workstations, laptops and other systems that process and/or store DBH PHI or PI must have all critical security patches applied with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Application and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.

7. User IDs and Password Controls. All users must be issued a unique user name for accessing DBH PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every ninety (90) days, preferably every sixty (60) days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

    a. Upper case letters (A-Z)
    b. Lower case letters (a-z)
    c. Arabic numerals (0-9)
    d. Non-alphanumeric characters (special characters)

8. Data Destruction. When no longer needed, all DBH PHI or PI must be wiped using the Gutmann or U.S. Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission 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 ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

12. Access Controls. The system providing access to DBH PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

13. Transmission Encryption. All data transmissions of DBH PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing DBH PHI can be encrypted. This requirement pertains to any type of DBH PHI or PI in motion such as website access, file transfer, and E-Mail.

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

C. Audit Controls

1. System Security Review. Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing DBH PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

2. Log Review. All systems processing and/or storing DBH PHI or PI must have a routine procedure in place to review system logs for unauthorized access.

3. Change Control. All systems processing and/or storing DBH PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

D. Business Continuity/Disaster Recovery Controls

1. Emergency Mode Operation Plan. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of DBH PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

2. Data Backup Plan. Contractor must have established documented procedures to backup DBH PHI to maintain retrievable exact copies of DBH PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DBH PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DBH data.

E. Paper Document Controls

1. Supervision of Data. DBH PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DBH PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

2. Escorting Visitors. Visitors to areas where DBH PHI or PI is contained shall be escorted and DBH PHI or PI shall be kept out of sight while visitors are in the area.

3. Confidential Destruction. DBH PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

4. Removal of Data. Only the minimum necessary DBH PHI or PI may be removed from the premises of Contractor except with express written permission of DBH. DBH PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of Contractor's locations.

5. Faxing. Faxes containing DBH PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

6. Mailing. Mailings containing DBH PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible.

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

Docusign Envelope ID: 3E391700-6C4D-412A-908A-A5B975FE32FD

ATTACHMENT VI

Levine Act – Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

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

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

DEFINITIONS

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

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

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-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.

ATTACHMENT VI

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

1. Name of Contractor: Indio Behavioral Hospital, LLC DBA Coachella Valley Behavioral Health

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

   Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5 No ☐x

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Steven Hytry

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):
   N/A

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

Company Name	Relationship
Acadia Healthcare	Owner

6. Name of agent(s) of Contractor:

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

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

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

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

Company Name	Individual(s) Name

ATTACHMENT VI

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

   No x☐ 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: N/A

    Name of Contributor: N/A

    Date(s) of Contribution(s): N/A

    Amount(s): N/A

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

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