



**Contract Number**

**20-865 A-1**

**SAP Number**

**4400015231**

**Department of Behavioral Health**

<b>Department Contract Representative</b>	Tammi Phillips
<b>Telephone Number</b>	(909) 388-0860
<b>Contractor</b>	Crest Home for The Elderly
<b>Contractor Representative</b>	Ghislaine Ramasar
<b>Telephone Number</b>	(951) 316-9053
<b>Contract Term</b>	August 25, 2020 – June 30, 2025
<b>Original Contract Amount</b>	\$2,555,000
<b>Amendment Amount</b>	\$1,916,250
<b>Total Contract Amount</b>	\$4,471,250
<b>Cost Center</b>	9209092200

THIS CONTRACT is entered into in the State of California by and between San Bernardino County, hereinafter called the County, and Crest Home for The Elderly referenced above, hereinafter called Contractor.

**IT IS HEREBY AGREED AS FOLLOWS:**

**WITNESSETH:**

IN THAT CERTAIN **Contract No. 20-865** by and between San Bernardino County, a political subdivision of the State of California, and Contractor for Enhanced Assisted Living services, which Contract first became effective August 25, 2020, the following changes are hereby made and agreed to, effective March 29, 2022:

- I. ARTICLE I Definition of Terminology, paragraphs D through H are hereby re-lettered as paragraphs E through I and paragraph D is hereby added to read as follows:
  - 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.
- II. ARTICLE II Contract Supervision, is hereby re-numbered as ARTICLE III and ARTICLE II General Contract Requirements is hereby added to read as follows:

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. County Internship Initiative

Contractor agrees to be contacted by the County to solicit its participation in an internship initiative known as GenerationGo! Career Pathways, involving the potential placement and hiring of interns by Contractor's business. Contractor is encouraged, and agrees to make good faith efforts, to utilize the County's program to aid the **County's Vision for a skilled workforce and jobs that create countywide prosperity**, and its **goal to Create, Maintain and Grow Jobs and Economic Value in the County**. The County's objective with its internship initiative is to focus on training, education, employment and support services to develop a more highly-educated and trained workforce. When participating in the County's internship initiative, the Contractor remains an independent contractor and shall not be construed as agents, officers, or employees of the County. More information about the County's GenerationGo! Career Pathways Program can be located at <http://wp.sbcounty.gov/workforce/career-pathways/>.

F. 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.

G. 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."

H. 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.

I. 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.

J. Time of the Essence

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

III. ARTICLE III Performance, is hereby re-numbered as ARTICLE IV and paragraphs A, F.1, and I are hereby amended and paragraph R is hereby added to read as follows:

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 ENHANCED ASSISTED LIVING SERVICE DESCRIPTION**. The Contractor agrees to be knowledgeable in and apply all pertinent local, State, and Federal laws and regulations; including, but not limited to those referenced in the body of this Agreement. In the event information in the Addenda, Schedules and/or Attachments conflicts with the basic Agreement, then information in the Addenda, Schedules and/or Attachments shall take precedence to the extent permitted by law.

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.

## 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 language (Spanish). Technical assistance will consist of final review and field testing of all translated materials as needed.
  - vi. The Office of Equity and Inclusion (OEI) may be contacted for technical assistance and training offerings at [cultural\\_competency@dbh.sbcounty.gov](mailto:cultural_competency@dbh.sbcounty.gov) or by phone at (909) 386-8223.

R. Telehealth

Contractor shall utilize telehealth, when deemed appropriate, as a mode of delivering behavioral health services in accordance with all applicable state and federal requirements, DBH's

Telehealth Policy (MDS2027) and Procedure (MDS2027-1), as well as DHCS Telehealth Policy, CMS Telehealth/Telemedicine Standards, and those related to privacy/security, efficiency, and standards of care.

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

IV. ARTICLE IV Funding and Budgetary Restrictions, is hereby re-numbered as ARTICLE V, paragraphs B and G are hereby amended to read as follows:

B. The maximum financial obligation of the County under this Agreement shall not exceed the sum referenced in the Schedules A and B. The maximum financial obligation is further limited by fiscal year, funding source and service modalities as delineated on the Schedules A and B. Contractor may not transfer funds between funding sources, modes of services, or exceed 10% of a budgeted line item without the prior written approval from DBH.

1. It is understood between the parties that the Schedules A and B are budgetary guidelines. Contractor must adhere to the budget by funding outlined in the Schedule A of the Contract as well as track year-to-date expenditures. Contractor understands that costs incurred for services not listed or in excess of the funding in the Schedule A shall result in non-payment to Contractor for these costs.

G. The contract amendment amount of \$1,916,250 shall increase the total contract amount from \$2,555,000 to \$4,471,250 for the contract term.

V. ARTICLE V Provisional Payment, is hereby re-numbered as ARTICLE VI and paragraphs E and F are hereby amended to read as follows:

E. All expenses claimed to DBH must be specifically related to the contract. After fiscal review and approval of the billing or invoice, County shall provisionally reimburse Contractor, subject to the limitations and conditions specified in this Agreement, in accordance with the following:

1. The County will reimburse Contractor based upon Contractor's submitted and approved claims for rendered services/activities subject to claim adjustments, edits, and future settlement and audit processes.

2. Reimbursement for Outreach, Education and Support services (Modes 45 and 60) provided by Contractor will be at net cost.

F. Contractor shall bill the County monthly in arrears for services provided by Contractor on claim forms provided by DBH. All claims submitted shall clearly reflect all required information specified regarding the services for which claims are made. Contractor shall submit the organizations' profit and loss with each monthly claim. Each claim shall reflect any and all payments made to Contractor by, or on behalf of patients. Claims for Reimbursement shall be completed and forwarded to DBH within ten (10) days after the close of the month in which services were rendered. Following receipt of a complete and correct monthly claim, the County shall make payment within a reasonable period. Payment, however, for any mode of service covered hereunder, shall be limited to a maximum monthly amount, which amount shall be determined as noted.

1. For each fiscal year period (FYs 2020-21, 2021-22, 2022-23, 2023-24 and 2024-25), no single monthly payment for any mode of service shall exceed one-twelfth (1/12) of the maximum allocations for the mode of service unless there have been payments of less

than one-twelfth (1/12) of such amount for any prior month of the Agreement. To the extent that there have been such lesser payments, then the remaining amount(s) may be used to pay monthly services claims which exceed one-twelfth (1/12) of the maximum for that mode of service. Each claim shall reflect the actual costs expended by the Contractor subject to the limitations and conditions specified in this Agreement.

VI. ARTICLE VI Electronic Signatures, is hereby re-numbered as ARTICLE VII.

VII. ARTICLE VII Annual Cost Report Settlement is hereby re-numbered as ARTICLE VIII and paragraphs E and G are hereby amended to read as follows:

E. Method of Payments for Amounts Due to the County

1. Contractor will notify DBH-Fiscal and Compliance of overpayment within five (5) business days at the following email addresses:

[DBH-Fiscal-ProviderPayments@dbh.sbcounty.gov](mailto:DBH-Fiscal-ProviderPayments@dbh.sbcounty.gov)  
[Compliance\\_questions@dbh.sbcounty.gov](mailto:Compliance_questions@dbh.sbcounty.gov).

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

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

1. Actual net cost (or total maximum negotiated reimbursement for approved services) for direct prevention and/or treatment services..
2. Maximum Contract amount.

VIII. ARTICLE VIII Fiscal Award Monitoring, is hereby re-numbered as ARTICLE IX.

IX. ARTICLE IX Final Settlement: Audit, is hereby re-numbered as ARTICLE X and paragraph F is hereby amended to read as follows:

F. If a post Contract audit finds that funds reimbursed to Contractor under this Agreement were in excess of actual costs or in excess of claimed costs (depending upon State of California reimbursement/audit policies) of furnishing the services the difference shall be reimbursed on demand by Contractor to the County using one of the following methods, which shall be at the election of the County:

1. Payment of total.
2. Payment on a monthly schedule of reimbursement agreed upon by both the Contractor and the County.

X. ARTICLE X Single Audit Requirement, is hereby re-numbered as ARTICLE XI.

XI. ARTICLE XI Contract Performance Notification, is hereby re-numbered as ARTICLE XII.

XII. ARTICLE XII Probationary Status, is hereby re-numbered as ARTICLE XIII.

- XIII. ARTICLE XIII Duration and Termination, is hereby re-numbered as ARTICLE XIV.
- XIV. ARTICLE XIV Accountability: Revenue, is hereby re-numbered as ARTICLE XV.
- XV. ARTICLE XV Patient/Client Billing, is hereby re-numbered as ARTICLE XVI.
- XVI. ARTICLE XVI Personnel, is hereby re-numbered as ARTICLE XVII and paragraph G.1 is hereby amended to read as follows:
- G. 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).
- XVII. ARTICLE XVII Prohibited Affiliations, is hereby re-numbered as ARTICLE XVIII.
- XVIII. ARTICLE XVIII Licensing, Certification and Accreditation, is hereby re-numbered as ARTICLE XIX, paragraphs F and G are hereby re-lettered as paragraphs G and H, and paragraph F is hereby added to read as follows:
- F. Contractor shall develop and implement a documented process for continued employment of pre-licensed clinical therapist staff, who have not obtained licensure within six (6) years of their original date of registration. This process must be in accordance with DBH Registration and Licensure Requirements for Pre-Licensed Staff Policy (HR4012). Contractor shall be responsible for accepting, reviewing and determining whether to grant a one (1) year extensions [up to a maximum of three (3) one-year extensions], to an employee who has not obtained licensure within six (6) years following the first California Board of Behavioral Health Sciences (BBS) registration receipt date. Prior to granting said extension, Contractor must ensure the pre-licensed staff 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.sbccounty.gov](mailto:Compliance_Questions@dbh.sbccounty.gov).
- XIX. ARTICLE XIX Health Information System, is hereby re-numbered as ARTICLE XX.
- XX. ARTICLE XX Administrative Procedures, is hereby re-numbered as ARTICLE XXI paragraph J is hereby amended to read as follows:
- J. In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
- XXI. ARTICLE XXI Laws and Regulations, is hereby re-numbered as ARTICLE XXII, paragraph E.5.a is hereby amended and paragraphs F.2.e.vi and G are hereby added to read as follows:
- E. 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.

F. Program Integrity Requirements

2. Compliance Plan and Program

e. Internal Monitoring and Auditing

- 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.

G. Sex Offender Requirements

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

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

- XXII. ARTICLE XXII Patients' Rights, is hereby re-numbered as ARTICLE XXIII.
- XXIII. ARTICLE XXIII Confidentiality, is hereby re-numbered as ARTICLE XXIV.
- XXIV. ARTICLE XXIV Admission Policies, is hereby re-numbered as ARTICLE XXV.
- XXV. ARTICLE XXV Medical Records/Protected Health Information, is hereby re-numbered as ARTICLE XXVI.
- XXVI. ARTICLE XXVI Transfer of Care, is hereby re-numbered as ARTICLE XXVII.
- XXVII. ARTICLE XXVII Quality Assurance/Utilization Review, is hereby re-numbered as ARTICLE XXVIII.
- XXVIII. ARTICLE XXVIII Independent Contractor Status, is hereby re-numbered as ARTICLE XXIX.
- XXIX. ARTICLE XXIX Subcontractor Status, is hereby re-numbered as ARTICLE XXX and amended to read as follows:

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

- e. MOU is governed by, and construed in accordance with, all laws and regulations, and all contractual obligations of the Contractor under the primary contract.
- f. Subcontractor's delegated activities and reporting responsibilities follow the Contractor's obligations in the primary contract.
- g. Subcontractor shall be knowledgeable in and adhere to primary contractor's program integrity requirements and compliance program, as referenced in the Laws and Regulations Article.
- h. Subcontractor agrees to not engage in unlawful discriminatory practices, as referenced in the Nondiscrimination Article.

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

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

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

E. Ineligible Persons

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

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

XXIX. ARTICLE XXX Attorney Costs & Fees, is hereby re-numbered as ARTICLE XXXI.

XXX. ARTICLE XXXI Indemnification and Insurance, is hereby re-numbered as ARTICLE XXXII and paragraph K.5 is hereby amended to read as follows:

K. 5. Cyber Liability Insurance

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

XXXI. ARTICLE XXXII Nondiscrimination, is hereby re-numbered as ARTICLE XXXIII.

XXXII. ARTICLE XXXIII Contract Amendments, is hereby re-numbered as ARTICLE XXXIV.

- XXXIII. ARTICLE XXXIV Assignment, is hereby re-numbered as ARTICLE XXXV.
- XXXIV. ARTICLE XXXV Severability, is hereby renamed Legality and Severability and is hereby re-numbered as ARTICLE XXXVI.
- XXXV. ARTICLE XXXVI Improper Consideration, is hereby re-numbered as ARTICLE XXXVII.
- XXXVI. ARTICLE XXXVII Venue, is hereby re-numbered as ARTICLE XXXVIII.
- XXXVII. ARTICLE XXXVIII Conclusion, is hereby re-numbered as ARTICLE XXXIX.
- XXXVIII. ADDENDUM I ENHANCED ASSISTED LIVING SERVICE DESCRIPTION, is hereby replaced with revised ADDENDUM I.
- XXXIX. ATTACHMENT I ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS is hereby replaced with revised ATTACHMENT I dated March 6, 2019, which is attached hereto as ATTACHMENT I.
- XL. ATTACHMENT II DATA SECURITY REQUIREMENTS is hereby replaced with revised ATTACHMENT II dated March 6, 2019, which is attached hereto as ATTACHMENT II.

XLI. All other terms, conditions and covenants in the basic agreement remain in full force and effect.

This Amendment 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 Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (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 Amendment upon request.

SAN BERNARDINO COUNTY

Crest Home for The Elderly

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

▶  
\_\_\_\_\_  
Curt Hagman, Chairman, Board of Supervisors

By \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Dated: \_\_\_\_\_

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

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

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

Title \_\_\_\_\_  
*(Print or Type)*

By \_\_\_\_\_  
Deputy

Dated: \_\_\_\_\_

Address \_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
▶  
\_\_\_\_\_  
Dawn Martin, Deputy County Counsel  
Date \_\_\_\_\_

Reviewed for Contract Compliance  
▶  
\_\_\_\_\_  
Natalie Kessee, Contracts Manager  
Date \_\_\_\_\_

Reviewed/Approved by Department  
▶  
\_\_\_\_\_  
Georgina Yoshioka, Interim Director  
Date \_\_\_\_\_

**ENHANCED ASSISTED LIVING  
SERVICE DESCRIPTION**

**Crest Home for The Elderly  
4014 California Ave.  
Norco, CA 92860  
(909) 214-4004**

**FY2020-21 – FY2024-25**

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

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

“Rehabilitation” is a strength-based approach to skills development that focuses on maximizing an individual’s functioning. Services will support the individual in accomplishing his/her desired results. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual’s needs and desires, and in facilitating the individual’s choices and responsibilities.

- B. The Department of Behavioral Health (DBH) operates a continuum of care which consists of County operated and contracted service providers who deliver an array of behavioral health services throughout the County. Crest Home for The Elderly provides enhanced assisted living services for consumers discharged from locked facilities whose psychiatric and chronic medical care needs has impacted the consumer’s ability to be placed in a least restrictive level of care. Enhanced assisted living services include, but are not limited to, 24 hour observation, comprehensive medical and psychiatric services designed to promote daily living skills, medication management, and social/life enrichment activities.

II. PERSONS TO BE SERVED

A. The population served for this agreement will be San Bernardino County consumers who have severe, complex behavioral health and co-morbid medical conditions. Consumers will be adults/older adults aged 50 or older.

B. 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. DEFINITIONS

- A. Assisted Living - A type of living arrangement in which personal care services such as meals, housekeeping, transportation, and assistance with activities of daily living are available as needed.
- B. Activities of Daily Living (ADL) - Basic activities demonstrating the ability to feed self, bath self, dress self, perform personal hygiene, and transfer (being able to get out of bed or a chair without assistance). Other activities of daily living include managing personal finances, using transportation, telephoning, cooking, performing household chores, doing laundry, and shopping.
- C. Lanterman-Petris-Short Conservatorship (LPS Conservatorship) - Gives legal authority to one adult (called a conservator) to make certain decisions for a mentally ill person (conservatee) who is unable to care for him/herself due to grave disability.
- D. Grave disability - The inability for an adult consumer to provide for their food, clothing, and shelter.
- E. Occupational Therapy (OT) - A form of therapy for those recovering from physical or mental illness that encourages rehabilitation through the performance of activities of daily living.
- F. Physical Therapy (PT) - A form of therapy that utilizes physical methods, such as massage, heat treatment, or exercise rather than by drugs or surgery.

- G. Chronic Obstructive Pulmonary Disease COPD) - A progressive disease that makes it hard to breathe.
- H. Congestive Heart Failure CHF) - A medical condition that occurs when the heart muscle is unable to pump blood with sufficient force.
- I. Residential Care Facility for the Elderly (RCFE) - A facility which offers supportive care to elderly individuals while allowing them a reasonable degree of freedom. These facilities are sometimes known as assisted living or supportive care facilities, stressing the idea that they are designed for people who need assistance with daily life.
- J. Restorative Nurse Assistant (RNA) – Rehabilitation - treatments designed to facilitate the process of recovery from injury, illness, or disease to as normal a condition as possible. Designed to restore some or all of an individual's physical, sensory, and mental capacities.

**IV. DESCRIPTION OF SPECIFIC SERVICES TO BE PROVIDED**

- A. Crest Home and Crest Villa Assisted Living facilities specialize in serving consumers with serious behavioral health conditions in addition to critical medical concerns. These facilities are licensed to provide both behavioral health and medical services to consumers whose needs require a secured setting for their psychiatric and medical care. Due to the severity and complexity of the behavioral and medical condition(s) experienced by these consumers, other facilities are hesitant to accept them. Placement of consumers in Enhanced Assisted Living offers an appropriate level of care which is significantly less costly than State Hospitals, which are currently the County's only other alternative for placement. Through the provision of these services, DBH will be able to transition appropriate consumers from State Hospitals to a comparable level of service at a lower overall cost, both financially and subjectively, by shortening their length of stay in a State Hospital or acute psychiatric facility.
- B. Assisted living services, also known as Residential Care Facilities for the Elderly (RCFE), as required/defined by Community Care Licensing (CCL), which includes but is not limited to 24 hour care and supervision, assistance with activities of daily living and the responsibility for the safety and wellbeing of consumers.
- C. Appropriate bed level of placement for consumers will be agreed to by the Contractor and DBH depending on the level of functioning. The DBH Centralized Hospital Aftercare Services (CHAS) Case Manager (DBH Case Manager) will conduct admissions, ongoing follow up, and discharges and will approve the treatment to be provided each consumer.
- D. Admission criteria is as follows, Consumer must:
  - 1. Be a San Bernardino County resident.
  - 2. Be 50 years of age or older.
  - 3. Have a financial status of SSI/Medi-Cal, SSI/Medi-Cal pending, or private pay.
  - 4. Meet target population criteria. The consumer's functioning level is too low be maintained in a lower level of care.
    - a. Behaviors exhibited may include, but are not limited to, one or more of the following

- i. AWOL Risk
  - ii. Verbal/physical acting out
  - iii. Episodes of yelling and screaming
  - iv. Withdrawn Behavior
  - v. Confusion and disorientation
  - vi. Bizarre behaviors
  - vii. Wandering behavior due to confusion
  - viii. Resistive to treatment, including medication and program attendance
  - ix. History of severe suicidal ideations/suicide attempt or high risk thereof
  - x. History of assaultive behavior.
  - xi. Consumers who are acutely disturbed and do not meet Welfare and Institutions Code 5150 criteria.
  - xii. Consumers who are discharged from a State Hospital.
- b. Medical Conditions may include but are not limited to:
- i. Traumatic brain injury/organic brain syndrome with or without impairment.
  - ii. Chronic obstructive pulmonary disorder with breathing treatment and/or oxygen.
  - iii. Congestive heart failure.
  - iv. Progressive neurological disorders.
  - v. Cardiac medications.
  - vi. Non-compliance with medications.
  - vii. Incontinence.
  - viii. Motor retardation.
  - ix. Seizure disorders.
  - x. Decubitus, all stages.
  - xi. Diabetic.
  - xii. HIV/AIDS/Hepatitis with behavior problems.
  - xiii. Positive Venereal Disease Research Laboratory test (VDRL) with behavior problem
  - xiv. Dementia.
  - xv. Feeding tube and/or oxygen tank.

- E. Provide for admission capabilities from 8:00 a.m. through 10:00 p.m., Monday through Friday.
- F. Evaluate all consumers referred who meet the target population criteria. Any referral that is denied must be reported to the DBH CHAS Case Manager within twenty-four hours. The basis for the denial is to be supported by Title 22 regulations prohibiting the consumer's acceptance into the facility. Consumers may be referred from State Hospitals, Veterans Hospital, county/private facilities, board and care facilities, and other facilities or sources as deemed appropriate by the DBH CHAS Case Manager. All referrals from the sources listed above must have prior approval by the DBH Clinic Supervisor, or designee prior to admission if DBH is to be the payment source at any time during the consumer's stay. At the time of admission, the Contractor's Administrator or designee and the DBH Case Manager will determine the level of care for services.
- G. Provide the total bed days for each Level of Care for the term of this agreement. Levels of Care are defined as:
1. Level A: This level is for consumers who are defined as **low** behavioral (Hallucinations, delusions, depression, paranoia, anxiety, restlessness, wandering without purpose) and physical (Incontinence, Hypertension, Pacemakers, Asthma, assistance with ADLs) complexities and risk.
  2. Level B: This level is for consumers who are defined as **moderate** behavioral (Resistive to ADLs, repetitive questioning) and physical (Contractures, injections, amputees, dehydration, hemiplegic, wheelchair bound, Urinary Tract Infections, pain management, Needing OT/PT/RNA) complexities and risk.
  3. Level C: This level is for consumers who are defined as **high** physical Diabetes, Insulin Dependent, Accu-checks, COPD, oxygen or breathing machines, chronic constipation, indwelling catheters, hospice, high fall risk, morbid obesity, cardiovascular conditions, CHF, healing wounds stage 1 and 2, recent fractures, active seizures) and **low to moderate** behavioral (verbally aggressive, highly resistive to ADLs, monthly decanoate injections) complexities and risk.
  4. Bed Holds: DBH may approve consumer absence from the Contractor's facility for hospital care or for therapeutic visits. DBH may also request Contractor to hold a vacant bed, for which Contractor shall be reimbursed the approved rate during the period of absence.
- H. Maintain consumer records as in accordance with CCL Title 22, Division 6, Chapter 8.
- I. Comply with all Consumer Rights regulations as defined by the Welfare and Institutions Codes, and other state/federal regulations.
- J. Be responsible for all consumer valuables. Contractor will develop a procedure for safekeeping consumer valuables, which shall be approved by the DBH CHAS Case Manager, and will provide reasonable private storage space for each consumer's clothing and personal belongings. Contractor shall establish a Loss/Theft Policy that is to be approved in writing by the DBH CHAS Case Manager within 30 days of the effective date of this Contract. In the event of a loss/theft, each incident will be recorded in accordance with the Policy. Contractor will be responsible for reimbursement or

replacement of all items in the event of a loss/theft of items registered on the facility property/clothing list.

- K. Medication Storage will be in compliance as specified by CCL; RCFE, Title 22, Division 6, Chapter 8.
- L. Contractor will notify DBH within 2 hours by phone/fax/e-mail and within 24 hours complete and submit a "**Facility Incident Report**" if any consumer is involved in an incident at the facility. Facility will provide a monthly notable incident summary of all incidents in the facility. This report will be submitted to the DBH CHAS Case Manager by the 5<sup>th</sup> day of each month. If there is an increase in notable incidents from the prior periods the facility administrator shall give a written explanation for the increase, and proposed interventions.

In the event the facility wants to change the Treatment Program, Contractor shall not change the Treatment Plan (TP) services without prior written approval by the DBH CHAS Case Manager. The requested changes to the Treatment Plan will be submitted to Department of Behavioral Health, and approved by DBH CHAS Case Manager prior to the implementation of the changes. All proposed changes must be reviewed and approved 30 days prior to implementation.

- M. Provide and pay for all non-emergency, non-psychotropic medication for all consumers, i.e. routine house supplied medication, as specified in Title 22 of the California Code of Regulations.
- N. Take appropriate steps to avoid readmission of DBH consumers to an acute level of psychiatric care.
  - 1. Facility psychiatrist will be on call for as needed medication or medication changes.
  - 2. Facility staff will provide crisis intervention.
  - 3. Consult DBH CHAS Case Manager.
- O. Provide all necessary transportation for consumers.
- P. Provide psychiatrist time and services regarding conservatorship issues. This includes the filing of annual conservatorship re-establishment court documents and/or LPS Conservatorship Court appearances and testimony as requested by the DBH. Provide medical and psychiatric records as required for all Court appearances. Assist consumers requesting release in completing the standard request for release form (writ).
- Q. Work cooperatively with DBH CHAS staff and any other County Contractors to facilitate case management/placement services to consumers, as necessary to transition to lower levels of care. Provide appropriate office space for DBH CHAS staff and other County Contractors to interview consumers at the facility.
- R. Discharge
  - 1. The Federal Government and the State of California mandate that San Bernardino County DBH place consumers in the least restrictive level of care possible. Therefore, once a consumer is placed in an Assisted Living Facility, the consumer will be worked through the program as quickly as possible.

Determination regarding when a consumer will be moved to lower level of care will be made by the DBH CHAS Case Manager, Clinic staff and/or Contractor, in consultation and coordination, per specified criteria contained in this section. The final decision to move a consumer to a lower level of care will be the decision of the DBH CHAS Case Manager.

Access to other community based mental health services such as residential treatment centers, drug and alcohol treatment, Board and Care and outpatient mental health treatment provided in San Bernardino County will be accessible through the consumer's DBH CHAS Case Manager at the time of discharge.

The following is a list of discharge criteria.

- a. Court ordered discharges.
  - b. Discharges requested by either the Public or Private conservator.
  - c. Discharge requested by a voluntary consumer.
  - d. Discharges that the DBH CHAS Case Manager deems appropriate for one or more of, but not limited to, the following reasons:
    - i. Consumer is compliant with medication regimen.
    - ii. Consumer is able to discuss and is involved in the formulation of discharge plans.
    - iii. Consumer is accepting of outpatient treatment.
    - iv. Consumer's level of psychosis or behavior will not hinder consumer's ability to function at a lower level of care.
    - v. Consumer has been in treatment in the facility for 3 months or more and has little potential for continued progress, and/or is resistive to treatment at this level of care, and/or treatment and needs can be provided at a lower of care.
    - vi. Consumer is in need of a higher level of care.
  2. Provide discharged consumers with all medication and necessary equipment, (e.g. insulin syringes) which the facility has on hand prescribed for that consumer or with enough medication to last the consumer until his/her first outpatient medication appointment.
  3. Coordinate a discharge plan with the DBH CHAS Case Manager for consumers who are released from LPS Conservatorships. The facility will insure an arranged discharge plan that includes minimally a two-week supply of medications. Under doctor's orders, these medications will be provided to qualified persons acting in the behalf of the patient. These include possibly the patient's family, professional care provider or DBH CHAS Case Manager.
- S. Coordination of Care (If Applicable)

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

1. Ensure that each beneficiary has an ongoing source of care appropriate to his or her needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the beneficiary. The beneficiary 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 beneficiary between settings of care, including appropriate discharge planning for short term and long-term hospital and institutional stays. Coordinate the services Contractor furnishes to the beneficiary with the services the beneficiary receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its beneficiaries [(42 C.F.R. § 438.208(b)(2)(i)-(iv), CCR, title 9 § 1810.415.]

**T. Residential Services**

1. Lodging - An assisted living facility which provides enhanced care services for consumers referred by DBH; including maintenance and availability of 10 (ten) beds. This includes but is not limited to meals, laundry facilities, access to phones/outside communication and health/personal services.
2. Admission - Contractor shall have an admission agreement as outlined by CCL, signed on entry by the consumer or an authorized representative, describing the services to be provided and the expectations and rights of the consumer regarding facility rules, consumer involvement in the program and fees. The consumer or authorized representative shall receive a copy of the signed admission agreement.
3. Plan Development - Service activity that consists of developing and approving a needs and service plan as outlined by CCL for each individual consumer and monitoring of a consumer's progress.
4. Facility will remain in compliance with licensing issued by the State of California Community Care Licensing (CCL) Division and regulations stated in Title 22, Division 6, Chapter 8 Residential Care Facilities for the Elderly (RCFE).
5. Length of Stay - The planned length of stay shall be in accordance with the consumer's assessed service plan. The Contractor shall provide the DBH CHAS Case Manager written notification when a consumer's stay shall exceed beyond the allotted time given per state regulation, documenting the reasons for the extended stay as well as detailed plan outlining steps that will be taken to ensure consumer is working towards discharge.
6. Activities - Consumers shall be encouraged to maintain and develop their fullest potential for independent living through participation in planned activities as appropriate. The activities made available shall include but not are limited to:
  - a. Socialization, achieved through activities such as group discussion, recreation, outings, etc.
  - b. Daily living skills/activities which foster and maintain independent functioning

- c. Physical activities which develop and maintain strength, coordination and range of motion as appropriate to client level of functioning.
  - d. Provision of free time so consumers may engage in activities of their own choosing.
7. Discharge - A written discharge summary will be prepared and submitted to The DBH CHAS Case Manager outlining services provided, goals accomplished, transition plan and linkage to next level of care, including referrals to community resources.
8. Food Services - Three nutritionally well-balanced meals and snacks made available daily, including low salt or other modified diets prescribed by a doctor as a medical necessity.
9. Access to Phones/Outside Communication - Phone and mail access will be available, unless limited access is addressed by the consumer's needs and service plan.
- V. RULES AND PROCEDURES - Rules and procedures will be established, posted, and maintained as required by CCL RCFE. Title 22, Division 6. Chapter 8. BILLING UNIT.
- A. Reimbursement to the Provider shall be made monthly in arrears based on the actual cost of direct (face to face) services and/or activities provided during the service month however, not to exceed 1/12<sup>th</sup> of the maximum annual contract obligation. Failure to meet performance requirements can result in a reduction or denial of payment.
  - B. Provider may collect revenues for the provision of services described in this Contract. Such revenues may include, but are not limited to, fees for service, private monthly contributions, grants, or other funds. All revenues received by the Provider shall be reported on monthly claims and in the annual Cost Report, and shall be used to offset gross costs.
  - C. Agreements are funded annually on a July 1 – June 30 fiscal year basis.
  - D. Provider shall bill the County in arrears based upon approved authorization and timeline submitted for the delivery of services.
  - E. Provider shall bill the County monthly in arrears on claim forms provided by the County, or in a format acceptable to the County.
  - F. County shall have the option to withhold payment, or any portion thereof, if Provider does not make reasonable progress in meeting the goal of serving the number of unduplicated clients specified in Schedules A and B,
  - G. Reimbursement for services provided shall occur on a monthly basis for approved expenses incurred and claimed by Provider. No later than 10 calendar days following the month of service, the contractor shall submit a claim for payment for the reporting month, in a format acceptable by DBH. The monthly claim will be sent to:

Department of Behavioral Health  
Fiscal Office  
303 E. Vanderbilt Way  
San Bernardino, CA 92408

VI. STAFFING

- A. Staff characteristics, qualifications, job functions and requirements must meet the staffing requirements as described in CCL RCFE, Title 22, Division 6, Chapter 8.
- B. The threshold language for this population is Spanish; staffing must meet this language need.
- C. Training: All staff must participate in any and all relevant trainings as determined by DBH to assist with operations and performance of required services.

VII. FACILITIES REQUIREMENTS

- A. Rooms should be semi-private and residential setting must be appropriate to meet the needs and to deliver services to all consumers at any one time.
- B. On duty "Awake" twenty-four (24) hour staff supervision of all clients.
- C. Transportation to community resources, including medical and mental health services, as necessary. Transportation shall be provided or arranged for those participants to other services as needed.
- D. The facility must conform to all state requirements, regulations and other requirements related to safety, zoning building clearance, fire, internal disaster, and other such building and facility requirements as may be specified by CCL RCFE Title 22, Division 6, Chapter 8. Further information on facility requirements can be found at <http://cclcd.ca.gov>.
- E. The facility must be maintained conducive to quality care and treatment of individuals with mental illness, including ongoing maintenance, repair and/or replacement as needed of beds, linen, flooring, paint, window coverings, fixtures, landscape, etc.
- F. Provide housekeeping and grounds maintenance services for the facility as specified by State Regulations for Assisted Living Facilities. Develop and maintain a system to correct physical plant deficiencies and maintain well-groomed landscaping and physical appearance.
- G. If applicable, Contractor shall have hours of operation posted at the facility and visible to consumers/customers that match the hours listed in the Contract. Contractor is responsible for notifying DBH of any changes in hours or availability. Notice of change in hours must be provided on writing to the DBH Access Unit at fax number 909-890-0353, as well as the DBH program contact overseeing the Contract.

Locations

Services will be provided to community members throughout San Bernardino County.

Services will be provided at the following location(s):

Crest Home  
4460 Crest View Drive  
Norco, CA 91760  
951-316-9053

Crest Villa  
4014 California Avenue  
Norco, CA 92860  
909-214-4004

VIII. ADMINISTRATIVE AND PROGRAMMATIC REQUIREMENTS

- A. If applicable, Contractor shall have written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
- B. If applicable, Contractors are required to have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers services to non-Medi-Cal beneficiaries. If the provider only serves Medi-Cal beneficiaries, the hours of operation must be comparable to the hours made available for Medi-Cal services that are not covered by Contractor or another Mental Health Plan; i.e., must be available during the times that services are accessible by consumers based on program requirements.
- C. Contractor shall abide by the criteria and procedures set forth in the Uniform Method of Determining Ability to Pay (UMDAP) manual consistent with State regulations for mental health programs. The Contractor shall not charge mental health clients in excess of what UMDAP allows.
- D. Contractor shall maintain client records in compliance with all regulations set forth by the State and provide access to clinical records by DBH staff.
- E. Contractor shall maintain ongoing compliance with Medi-Cal Utilization Review requirements and record keeping requirements. The Contractor will participate in ongoing contract related Medi-Cal audits by the State. A copy of the plan of correction regarding deficiencies will be forwarded to DBH.
- F. Contractor shall maintain high standards of quality of care for the units of service which it has committed to provide.
  - 1. Contractor's staff shall hold regular case conferences to evaluate the effects of treatment and the need for continued treatment.
  - 2. Contractor has the primary responsibility to provide the full range of mental health services, as defined in Addendum I, Section III, Paragraph A., to clients referred to Contractor.
  - 3. Contractor, in conjunction with DBH, shall develop a system to screen and prioritize clients awaiting treatment and those in treatment to target the availability of service to the most severely ill clients. Contractor and the applicable DBH Program Manager or designee will have ongoing collaboration to assist Contractor in identifying the target population(s) as defined in Section II ("Persons To Be Served") to this Addendum. Contractor will participate as needed in weekly staffing of children's cases to assist in identifying the target population. Referrals will be generated by DBH, Contract Agencies, Children System of Care agencies, schools, Community Crisis Response Teams and other referral sources.
  - 4. Summary copies of internal peer review conducted must be forwarded to DBH.
- G. Contractor shall participate in DBH's annual evaluation of the program and shall make required changes in areas of deficiency.
- H. Contractor shall ensure that there are adequate budgeted funds to pay for all necessary treatment staff, supplies and tools.

- I. Contractor shall maintain a separate and clear audit trail reflecting expenditure of funds under this Agreement.
- J. Contractor shall make available to the DBH Program Manager copies of all administrative policies and procedures utilized and developed for service location(s) and shall maintain ongoing communication with the Program Manager regarding those policies and procedures.
- K. Contractor must submit a report to the DBH Program Manager by the fifth of each month. As a minimum, the monthly report must include an overview of the total caseload, number of Medi-Cal cases and non-Medi-Cal cases. The report is to cover changes and status of staffing, program and services that impact service delivery under the Contract. A copy of staff or team and peer review meetings minutes will be forwarded to DBH.
- L. Contractor shall submit additional reports as required by DBH.
- M. Contractor's Director or designee must attend regional meetings as scheduled.
- N. Medication Storage Requirements (If Applicable)  
Contractor is required to store and dispense medications in compliance with all pertinent Federal and State standards, specifically:
  - 1. All drugs obtained by prescription are labeled in compliance with Federal and State laws. Prescription labels are altered only by persons legally authorized to do so.
  - 2. Drugs intended for external use only and food items are stored separately from drugs intended for internal use.
  - 3. All drugs are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.
  - 4. Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
  - 5. Drugs are not retained after the expiration date. Intramuscular multidose vials are dated and initialed when opened.
  - 6. A drug log is maintained to ensure Contractor disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with State and Federal laws.
  - 7. Policies and procedures are in place for dispensing, administering and storing medications.
- O. Contractor shall make clients aware of their responsibility to pay for their own medications. However, if the client experiences a financial hardship, and the client cannot function without the prescribed medication, Contractor shall cover the cost of those medications listed on the current Medi-Cal Formulary.
- P. Vacancies or changes in staffing plan shall be submitted to the appropriate DBH Program Manager within 48 hours of Contractor's knowledge of such occurrence. Such notice shall include a plan of action to address the vacancy or a justification for the staffing plan change.

- Q. Contractor understands that compliance with all standards listed is required by the State and the County of San Bernardino. Failure to comply with any of the above requirements or Special Provisions below may result in reimbursement checks being withheld until Contractor is in full compliance.
- R. Contractor will comply with all outcomes data submission requirements as provided by DBH program staff regarding services provided to DBH consumers.
- S. Contractor shall be responsible for collecting and entering data via the data collection instrument developed by County referred to the agency. Data collection shall include demographic data, the number of case openings, the number of case closings, and the services provided. DBH may base future funding for Contractor upon positive performance outcomes, which DBH will monitor throughout the year. Contractor shall collect data in a timely manner and submit it to DBH.

**IX. COUNTY DEPARTMENT OF BEHAVIORAL HEALTH RESPONSIBILITIES**

- A. DBH shall participate in evaluating the progress of the overall program in regard to responding to the mental health needs of local communities.
- B. DBH shall monitor Provider on a regular basis in regard to compliance with all of the above requirements.
- C. DBH shall provide linkage with the total Mental Health system to assist Provider in meeting the needs of its clients.

**X. OUTCOME MEASURES AND DATA REPORTING REQUIREMENTS**

<b>Goals</b>	<b>Key Outcomes (KO)</b>
Reduce the subjective suffering from serious mental illness for adults	Decreased impairment in general areas of life functioning
Reduce homelessness and increase safe and permanent housing	Increased residence stability and safe and permanent housing.
Reduce the frequency of unnecessary hospitalizations	Reduced rate of emergency room visits for mental health concerns

**Enhanced Assisted Living**

**SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
NEGOTIATED RATE AMOUNT**

Contractor Name: **Crest Home (Crest Villa)**

**REVISED**

**PLANNING ESTIMATES**

Contract #: **20-865**

Prepared by: **Ghislaine/Oscar Ramasar**

**SCHEDULE A**

Address: **4460 Crestview Dr**

Title: **Licensee / Administrator**

**FY 2021 / 2022**

**Norco, CA 92860**

Date Form Completed: **6/18/2020**

July 1, 2021 to June 30, 2022

Legal Entity #: \_\_\_\_\_

Date Revised: **12/20/2021**

Provider #: \_\_\_\_\_

LINE #	MODE OF SERVICE	05	05					TOTAL
	SERVICE FUNCTION	65	65					
		14%	86%					
<b>EXPENSES</b>								
1	SALARIES	56,104	333,419					389,523
2	BENEFITS	1,509	8,968					10,477
	TOTAL SALARIES AND BENEFITS	57,613	342,387	0	0	0	0	400,000
3	OPERATING EXPENSES	71,187	423,063					494,250
4	TOTAL EXPENSES (1+2+3)	128,800	765,450	0	0	0	0	894,250
<b>AGENCY REVENUES</b>								
5	PATIENT FEES							0
6	PATIENT INSURANCE							0
7	MEDI-CARE							0
8	GRANTS/OTHER							0
9	TOTAL AGENCY REVENUES (5+6+7+8)	0	0	0	0	0	0	0
10	CONTRACT AMOUNT (4-9)	128,800	765,450	0	0	0	0	894,250
11	CONTRACT DAYS	92	273					365
12	CONTRACT MONTHS	3	9					12
13	NUMBER OF BEDS per day	5	10					5/10
14	TOTAL CLIENT DAYS / HRS (11 x 13)	460	2,730	0	0	0	0	3,190
15	ANNUAL AMOUNT PER BED (10 / 13)	25,760	76,545	0	0	0	0	
16	MONTHLY AMOUNT PER BED (13 / 10)	8,587	8,505	0	0	0	0	
17	DAILY/HOURLY AMOUNT PER BED / PATCH (8 / 12)	280	280	0	0	0	0	
18	TOTAL MONTHLY AMOUNT (14 * 11)	42,933	85,050	0	0	0	0	127,983
19	TOTAL AMOUNT (9*11*15)	128,800	765,450	0	0	0	0	894,250
<b>FUNDING:</b>								
20	MEDI-CAL							0
21	PATH			0	0		0	0
22	MHBG (SAMSHA)							0
23	MHSA	128,800	765,450					894,250
24	REALIGNMENT							0
25	OTHER:							0
	TOTAL FUNDING	128,800	765,450	0	0	0	0	894,250

SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH

Schedule B

STAFFING DETAIL

Contractor Name: **Crest Home (Crest Villa)**

FY 2021 / 2022

July 1, 2021 to June 30, 2022 (12 months)

**Staffing Detail - Personnel (Includes Personal Services Contracts for Professional Services)**

CONTRACTOR NAME: **Crest Home (Crest Villa)**

Name	Degree/ License	Position Title	Full Time Annual Salary*	Full Time Fringe Benefits*	Total Full Time Salaries & Benefits*	% Time Spent on Contract Services	Total Salaries and Benefits Charged to Contract Services	Budgeted Units of Contract Services	Total Salaries Charged to Contract Services	Total Benefits Charged to Contract Services
Ghislaine Ramasar	291321	RN / Licensee	72,179	2,821	75,000	100%	75,000		72,179	2,821
Oscar Ramasar	6024432740	Administrator	43,547	1,453	45,000	100%	45,000		43,547	1,453
Jojo Solorio	Certificate	Social Service/ Manager	34,863	1,137	36,000	100%	36,000		34,863	1,137
Florence Nahin		Cook	28,973	777	29,750	100%	29,750		28,973	777
Justin Nahin		Activities	28,981	769	29,750	100%	29,750		28,981	769
Glenn Navarro		Cook/ Noc Caregiver	29,243	507	29,750	100%	29,750		29,243	507
Bordie Navarro		Caregiver	29,243	507	29,750	100%	29,750		29,243	507
Maria		Housekeeper	29,250	500	29,750	100%	29,750		29,250	500
Bryan Jones		Night Caregiver	29,244	506	29,750	100%	29,750		29,244	506
Nicole Blender		Activity/ Kitchen Help	29,250	500	29,750	100%	29,750		29,250	500
Nathan Lelevier		Driver	5,500	500	6,000	100%	6,000		5,500	500
Taghreet		Caregiver / Housekeeper	29,250	500	29,750	100%	29,750		29,250	500
						0%	0		0	0
					0	0%	0		0	0
					0	0%	0		0	0
					0	0%	0		0	0
					0	0%	0		0	0
									389,523	10,477

Total Program	TOTAL	400,000
12.00	COST:	400,000

**Detail of Fringe Benefits:** Employer FICA/Medicare, Workers Compensation, Unemployment, Vacation Pay, Sick Pay, Pension and Health Benefits

\* = Sub-Contracted Person listed on Schedule "A" Planning as operating expenses, not salaries & benefits.

**SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
SCHEDULE B**

**FY 2021 / 2022**

July 1, 2021 to June 30, 2022

Prepared by: Ghislaine/Oscar Ramasar  
Title: Licensee / Administrator

Contractor Name: Crest Home (Crest Villa)

Contract #: 20-865

Address: 4460 Crestview Dr  
Norco, CA 92860

Date Form Completed: 6/18/2020

Date Revised: 12/20/2021

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

ITEM	TOTAL ORGANIZATION COST	% CHARGE TO DBH	% CHARGE TO OTHER FUNDING SOURCE	TOTAL DBH COST
1		100.00%	0.00%	\$0
2 Food	\$100,000	100.00%	0.00%	\$100,000
3 Plan of Operation / Maint & Repairs	\$95,000	100.00%	0.00%	\$95,000
4 Utilities	\$95,000	100.00%	0.00%	\$95,000
5 Property Tax	\$10,000	100.00%	0.00%	\$10,000
6 Business Licenses	\$10,000	100.00%	0.00%	\$10,000
7 Consulting Fee's, Inservice and Training	\$35,000	100.00%	0.00%	\$35,000
8 Room & Board	\$74,000	100.00%	0.00%	\$74,000
9 Insurance	\$45,250	100.00%	0.00%	\$45,250
10 Laundry / Linen / Housekeeping	\$30,000	100.00%	0.00%	\$30,000
11		100.00%	0.00%	\$0
<b>SUBTOTAL B:</b>	\$494,250			\$494,250
<b>GROSS COSTS TOTAL A + B:</b>	\$894,250			\$894,250

SAN BERNARDINO COUNTY  
 DEPARTMENT OF BEHAVIORAL HEALTH  
 SCHEDULE B  
 BUDGET NARRATIVE  
 FY 2021 / 2022  
 July 1, 2021 to June 30, 2022

Contractor Name: Crest Home (Crest Villa)  
 Contract #: 20-865  
 Address: 4460 Crestview Dr  
Norco, CA 92860  
 Date Form Completed: 6/18/2020  
 Date Revised: 12/20/2021

Prepared by: Ghislaine/Oscar Ramasar  
 Title: Licensee / Administrator

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

ITEM	Justification of Cost	
1		
2	Food	3 nutritious meals and snacks X 3 per day
3	Plan of Operation / Maint & Repairs	Repairs to the Facility ( inside and outside) , maintenance for vehicle, transportation, office supplies,activity supplies
4	Utilities	Electricity, Gas, Water, Cable TV, and telephone
5	Taxes	Property and Business taxes
6	Business Licenses	City and State
7	Consulting Fee's, Inservice and Training	In-services and training staff
8	Room & Board	personal accommodations of 5 clients
9	Insurance	Liability , Fire, and Workman Compensation
10	Laundry / Linen / Housekeeping	Blankets, bedspread, bed sheets, clean linen, mattress pads,pillow cases,bath towels, hand towels,washcloths, hygiene items, detergent, cleaning materials
11		

**SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
SCHEDULE B**

**FY 2021 / 2022**

July 1, 2021 to June 30, 2022

Contractor Name: Crest Home (Crest Villa)

Contract #: 20-865

Address: 4460 Crestview Dr

Norco, CA 92860

Date Form Completed: 6/18/2020

Date Revised: 12/20/2021

Client Service Projections													
	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	TOTAL
client count	5	5	5	10	10	10	10	10	10	10	10	10	105
Projected Cost per Bed													
Client Bed Days	150	155	150	310	300	310	310	280	310	300	310	300	460
Cost per Bed	\$8,400	\$8,680	\$8,400	\$8,680	\$8,400	\$8,680	\$8,680	\$7,840	\$8,680	\$8,400	\$8,680	\$8,400	\$102,200

**Enhanced Assisted Living**

**SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
NEGOTIATED RATE AMOUNT**

Contractor Name: **Crest Home (Crest Villa)**  
 Contract #: **20-865**  
 Address: **4460 Crestview Dr  
Norco, CA 92860**  
 Legal Entity #: \_\_\_\_\_  
 Provider #: \_\_\_\_\_

**REVISED**

**PLANNING ESTIMATES  
SCHEDULE A  
FY 2022 / 2023**

July 1, 2022 to June 30, 2023

Prepared by: **Ghislaine/Oscar Ramasar**  
 Title: **Licensee / Administrator**  
 Date Form Completed: **6/18/2020**  
 Date Revised: **12/20/2021**

LINE #	MODE OF SERVICE SERVICE FUNCTION	05 65							TOTAL
<b>EXPENSES</b>									
1	SALARIES	479,523							479,523
2	BENEFITS	10,477							10,477
	TOTAL SALARIES AND BENEFITS	490,000	0	0	0	0	0	0	490,000
3	OPERATING EXPENSES	532,000							532,000
4	TOTAL EXPENSES (1+2+3)	1,022,000	0	0	0	0	0	0	1,022,000
<b>AGENCY REVENUES</b>									
5	PATIENT FEES								0
6	PATIENT INSURANCE								0
7	MEDI-CARE								0
8	GRANTS/OTHER								0
9	TOTAL AGENCY REVENUES (5+6+7+8)	0	0	0	0	0	0	0	0
10	CONTRACT AMOUNT (4-9)	1,022,000	0	0	0	0	0	0	1,022,000
<b>CONTRACT DATA</b>									
11	CONTRACT DAYS	365							365
12	CONTRACT MONTHS	12							12
13	NUMBER OF BEDS per day	10							10
14	TOTAL CLIENT DAYS / HRS (11 x 13)	3,650	0	0	0	0	0	0	3,650
15	ANNUAL AMOUNT PER BED (10 / 13)	102,200	0	0	0	0	0	0	
16	MONTHLY AMOUNT PER BED (13 / 10)	8,517	0	0	0	0	0	0	
17	DAILY/HOURLY AMOUNT PER BED / PATCH (8 / 12)	280	0	0	0	0	0	0	
18	TOTAL MONTHLY AMOUNT (14 * 11)	85,167	0	0	0	0	0	0	85,167
19	TOTAL AMOUNT (9*11*15)	1,022,000	0	0	0	0	0	0	1,022,000
<b>FUNDING:</b>									
20	MEDI-CAL								0
21	PATH			0	0			0	0
22	MHBG (SAMSHA)								0
23	MHSA	1,022,000							1,022,000
24	REALIGNMENT								0
25	OTHER:								0
	TOTAL FUNDING	1,022,000	0	0	0	0	0	0	1,022,000

SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH

Schedule B

STAFFING DETAIL

Contractor Name: **Crest Home (Crest Villa)**

FY 2022 / 2023

July 1, 2022 to June 30, 2023 (12 months)

Staffing Detail - Personnel (Includes Personal Services Contracts for Professional Services)

CONTRACTOR NAME: **Crest Home (Crest Villa)**

Name	Degree/ License	Position Title	Full Time Annual Salary*	Full Time Fringe Benefits*	Total Full Time Salaries & Benefits*	% Time Spent on Contract Services	Total Salaries and Benefits Charged to Contract Services	Budgeted Units of Contract Services	Total Salaries Charged to Contract Services	Total Benefits Charged to Contract Services
Ghislaine Ramasar	291321	RN / Licensee	82,179	2,821	85,000	100%	85,000		82,179	2,821
Oscar Ramasar	6024432740	Administrator	58,547	1,453	60,000	100%	60,000		58,547	1,453
Jojo Solorio	Certificate	Social Service/ Manager	48,863	1,137	50,000	100%	50,000		48,863	1,137
Florence Nahin		Cook	34,223	777	35,000	100%	35,000		34,223	777
Justin Nahin		Activities	34,231	769	35,000	100%	35,000		34,231	769
Glenn Navarro		Cook/ Noc Caregiver	34,493	507	35,000	100%	35,000		34,493	507
Bordie Navarro		Caregiver	34,493	507	35,000	100%	35,000		34,493	507
Maria		Housekeeper	34,500	500	35,000	100%	35,000		34,500	500
Bryan Jones		Night Caregiver	34,494	506	35,000	100%	35,000		34,494	506
Nicole Blender		Activity/ Kitchen Help	34,500	500	35,000	100%	35,000		34,500	500
Nathan Lelevier		Driver	14,500	500	15,000	100%	15,000		14,500	500
Taghreet		Caregiver / Housekeeper	34,500	500	35,000	100%	35,000		34,500	500
						0%	0		0	0
					0	0%	0		0	0
					0	0%	0		0	0
					0	0%	0		0	0
					0	0%	0		0	0
									479,523	10,477

Total Program	TOTAL	490,000
12.00	COST:	490,000

**Detail of Fringe Benefits:** Employer FICA/Medicare, Workers Compensati  
Unemployment, Vacation Pay, Sick Pay, Pension and Health Benefits

\* = Sub-Contracted Person listed on Schedule "A" Planning as operating expenses, not salaries & benefits.

**SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
SCHEDULE B**

**FY 2022 / 2023**

July 1, 2022 to June 30, 2023

Prepared by: Ghislaine/Oscar Ramasar  
Title: Licensee / Administrator

Contractor Name: Crest Home (Crest Villa)

**Contract #:** 20-865

Address: 4460 Crestview Dr  
Norco, CA 92860

Date Form Completed: 6/18/2020

Date Revised: 12/20/2021

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

ITEM		TOTAL ORGANIZATION COST	% CHARGE TO DBH	% CHARGE TO OTHER FUNDING SOURCE	TOTAL DBH COST
1			100.00%	0.00%	\$0
2	Food	\$112,000	100.00%	0.00%	\$112,000
3	Plan of Operation / Maint & Repairs	\$112,000	100.00%	0.00%	\$112,000
4	Utilities	\$98,000	100.00%	0.00%	\$98,000
5	Property Tax	\$10,000	100.00%	0.00%	\$10,000
6	Business Licenses	\$10,000	100.00%	0.00%	\$10,000
7	Consulting Fee's, Inservice and Training	\$35,000	100.00%	0.00%	\$35,000
8	Room & Board	\$80,000	100.00%	0.00%	\$80,000
9	Insurance	\$45,000	100.00%	0.00%	\$45,000
10	Laundry / Linen / Housekeeping	\$30,000	100.00%	0.00%	\$30,000
11			100.00%	0.00%	\$0
<b>SUBTOTAL B:</b>		\$532,000			\$532,000
<b>GROSS COSTS TOTAL A + B:</b>		\$1,022,000			\$1,022,000

SAN BERNARDINO COUNTY  
 DEPARTMENT OF BEHAVIORAL HEALTH  
 SCHEDULE B

BUDGET NARRATIVE

FY 2022 / 2023

July 1, 2022 to June 30, 2023

Contractor Name: Crest Home (Crest Villa)

Contract #: 20-865

Address: 4460 Crestview Dr

Norco, CA 92860

Date Form Completed: 6/18/2020

Date Revised: 12/20/2021

Prepared by: Ghislaine/Oscar Ramasar

Title: Licensee / Administrator

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

ITEM	Justification of Cost	
1		
2	Food	3 nutritious meals and snacks X 3 per day
3	Plan of Operation / Maint & Repairs	Repairs to the Facility ( inside and outside) , maintenance for vehicle, transportation, office supplies,activity supplies
4	Utilities	Electricity, Gas, Water, Cable TV, and telephone
5	Taxes	Property and Business taxes
6	Business Licenses	City and State
7	Consulting Fee's, Inservice and Training	In-services and training staff
8	Room & Board	personal accommodations of 5 clients
9	Insurance	Liability , Fire, and Workman Compensation
10	Laundry / Linen / Housekeeping	Blankets, bedspread, bed sheets, clean linen, mattress pads,pillow cases,bath towels, hand towels,washcloths, hygiene items, detergent, cleaning materials
11		

**SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
SCHEDULE B**

**FY 2022 / 2023**

July 1, 2022 to June 30, 2023

Contractor Name: Crest Home (Crest Villa)

Contract #: 20-865

Address: 4460 Crestview Dr

Norco, CA 92860

Date Form Completed: 6/18/2020

Date Revised: 12/20/2021

Client Service Projections													
	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	TOTAL
client count	10												10
Projected Cost per Bed													
Client Bed Days	304	304	304	304	304	304	304	304	304	304	304	304	3,650
Cost per Bed	\$8,517	\$8,517	\$8,517	\$8,517	\$8,517	\$8,517	\$8,517	\$8,517	\$8,517	\$8,517	\$8,517	\$8,517	\$102,200

SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
NEGOTIATED RATE AMOUNT

Enhanced Assisted Living

REVISED

PLANNING ESTIMATES  
SCHEDULE A  
FY 2023 / 2024

Contractor Name: **Crest Home (Crest Villa)**  
Contract #: **20-865**  
Address: **4460 Crestview Dr**  
**Norco, CA 92860**  
Legal Entity #: \_\_\_\_\_  
Provider #: \_\_\_\_\_

Prepared by: **Ghislaine/Oscar Ramasar**  
Title: **Licensee / Administrator**  
Date Form Completed: **6/18/2020**  
Date Revised: **12/20/2021**

July 1, 2023 to June 30, 2024

LINE #	MODE OF SERVICE SERVICE FUNCTION	05 65							TOTAL
<b>EXPENSES</b>									
1	SALARIES	479,523							479,523
2	BENEFITS	10,477							10,477
	TOTAL SALARIES AND BENEFITS	490,000	0	0	0	0	0	0	490,000
3	OPERATING EXPENSES	532,000							532,000
4	TOTAL EXPENSES (1+2+3)	1,022,000	0	0	0	0	0	0	1,022,000
<b>AGENCY REVENUES</b>									
5	PATIENT FEES								0
6	PATIENT INSURANCE								0
7	MEDI-CARE								0
8	GRANTS/OTHER								0
9	TOTAL AGENCY REVENUES (5+6+7+8)	0	0	0	0	0	0	0	0
10	CONTRACT AMOUNT (4-9)	1,022,000	0	0	0	0	0	0	1,022,000
<b>CONTRACT DATA</b>									
11	CONTRACT DAYS	365							365
12	CONTRACT MONTHS	12							12
13	NUMBER OF BEDS per day	10							10
14	TOTAL CLIENT DAYS / HRS (11 x 13)	3,650	0	0	0	0	0	0	3,650
15	ANNUAL AMOUNT PER BED (10 / 13)	102,200	0	0	0	0	0	0	
16	MONTHLY AMOUNT PER BED (13 / 10)	8,517	0	0	0	0	0	0	
17	DAILY/HOURLY AMOUNT PER BED / PATCH (8 / 12)	280	0	0	0	0	0	0	
18	TOTAL MONTHLY AMOUNT (14 * 11)	85,167	0	0	0	0	0	0	85,167
19	TOTAL AMOUNT (9*11*15)	1,022,000	0	0	0	0	0	0	1,022,000
<b>FUNDING:</b>									
20	MEDI-CAL								0
21	PATH			0	0			0	0
22	MHBG (SAMSHA)								0
23	MHSA	1,022,000							1,022,000
24	REALIGNMENT								0
25	OTHER:								0
	TOTAL FUNDING	1,022,000	0	0	0	0	0	0	1,022,000

**SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH**

**Schedule B**

**STAFFING DETAIL**

Contractor Name: **Crest Home (Crest Villa)**

**FY 2023 / 2024**

July 1, 2023 to June 30, 2024 (12 months)

**Staffing Detail - Personnel (Includes Personal Services Contracts for Professional Services)**

**CONTRACTOR NAME: Crest Home (Crest Villa)**

Name	Degree/ License	Position Title	Full Time Annual Salary*	Full Time Fringe Benefits*	Total Full Time Salaries & Benefits*	% Time Spent on Contract Services	Total Salaries and Benefits Charged to Contract Services	Budgeted Units of Contract Services	Total Salaries Charged to Contract Services	Total Benefits Charged to Contract Services
Ghislaine Ramasar	291321	RN / Licensee	82,179	2,821	85,000	100%	85,000		82,179	2,821
Oscar Ramasar	6024432740	Administrator	58,547	1,453	60,000	100%	60,000		58,547	1,453
Jojo Solorio	Certificate	Social Service/ Manager	48,863	1,137	50,000	100%	50,000		48,863	1,137
Florence Nahin		Cook	34,223	777	35,000	100%	35,000		34,223	777
Justin Nahin		Activities	34,231	769	35,000	100%	35,000		34,231	769
Glenn Navarro		Cook/ Noc Caregiver	34,493	507	35,000	100%	35,000		34,493	507
Bordie Navarro		Caregiver	34,493	507	35,000	100%	35,000		34,493	507
Maria		Housekeeper	34,500	500	35,000	100%	35,000		34,500	500
Bryan Jones		Night Caregiver	34,494	506	35,000	100%	35,000		34,494	506
Nicole Blender		Activity/ Kitchen Help	34,500	500	35,000	100%	35,000		34,500	500
Nathan Lelevier		Driver	14,500	500	15,000	100%	15,000		14,500	500
Taghreet		Caregiver / Housekeeper	34,500	500	35,000	100%	35,000		34,500	500
						0%	0		0	0
					0	0%	0		0	0
					0	0%	0		0	0
					0	0%	0		0	0
					0	0%	0		0	0
									479,523	10,477

Total Program	TOTAL	490,000
12.00	COST:	490,000

**Detail of Fringe Benefits:** Employer FICA/Medicare, Workers Compensation, Unemployment, Vacation Pay, Sick Pay, Pension and Health Benefits

\* = Sub-Contracted Person listed on Schedule "A" Planning as operating expenses, not salaries & benefits.

**SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
SCHEDULE B**

**FY 2023 / 2024**

July 1, 2023 to June 30, 2024

Prepared by: Ghislaine/Oscar Ramasar  
Title: Licensee / Administrator

Contractor Name: Crest Home (Crest Villa)

Contract #: 20-865

Address: 4460 Crestview Dr  
Norco, CA 92860

Date Form Completed: 6/18/2020

Date Revised: 12/20/2021

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

ITEM	TOTAL ORGANIZATION COST	% CHARGE TO DBH	% CHARGE TO OTHER FUNDING SOURCE	TOTAL DBH COST
1		100.00%	0.00%	\$0
2 Food	\$112,000	100.00%	0.00%	\$112,000
3 Plan of Operation / Maint & Repairs	\$112,000	100.00%	0.00%	\$112,000
4 Utilities	\$98,000	100.00%	0.00%	\$98,000
5 Property Tax	\$10,000	100.00%	0.00%	\$10,000
6 Business Licenses	\$10,000	100.00%	0.00%	\$10,000
7 Consulting Fee's, Inservice and Training	\$35,000	100.00%	0.00%	\$35,000
8 Room & Board	\$80,000	100.00%	0.00%	\$80,000
9 Insurance	\$45,000	100.00%	0.00%	\$45,000
10 Laundry / Linen / Housekeeping	\$30,000	100.00%	0.00%	\$30,000
11		100.00%	0.00%	\$0
<b>SUBTOTAL B:</b>	\$532,000			\$532,000
<b>GROSS COSTS TOTAL A + B:</b>	\$1,022,000			\$1,022,000

**SAN BERNARDINO COUNTY**  
**DEPARTMENT OF BEHAVIORAL HEALTH**  
**SCHEDULE B**  
**BUDGET NARRATIVE**  
**FY 2023 / 2024**  
**July 1, 2023 to June 30, 2024**

**Contractor Name:** Crest Home (Crest Villa)  
**Contract #:** 20-865  
**Address:** 4460 Crestview Dr  
Norco, CA 92860  
**Date Form Completed:** 6/18/2020  
**Date Revised:** 12/20/2021

**Prepared by:** Ghislaine/Oscar Ramasar  
**Title:** Licensee / Administrator

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

ITEM	Justification of Cost	
1		
2	Food	3 nutritious meals and snacks X 3 per day
3	Plan of Operation / Maint & Repairs	Repairs to the Facility ( inside and outside) , maintenance for vehicle, transportation, office supplies,activity supplies
4	Utilities	Electricity, Gas, Water, Cable TV, and telephone
5	Taxes	Property and Business taxes
6	Business Licenses	City and State
7	Consulting Fee's, Inservice and Training	In-services and training staff
8	Room & Board	personal accommodations of 5 clients
9	Insurance	Liability , Fire, and Workman Compensation
10	Laundry / Linen / Housekeeping	Blankets, bedspread, bed sheets, clean linen, mattress pads,pillow cases,bath towels, hand towels,washcloths, hygiene items, detergent, cleaning materials
11		

**SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
SCHEDULE B**

**FY 2023 / 2024**

July 1, 2023 to June 30, 2024

Contractor Name: Crest Home (Crest Villa)

Contract #: 20-865

Address: 4460 Crestview Dr

Norco, CA 92860

Date Form Completed: 6/18/2020

Date Revised: 12/20/2021

Client Service Projections													
	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	TOTAL
client count	10												10
Projected Cost per Bed													
Client Bed Days	304	304	304	304	304	304	304	304	304	304	304	304	3,650
Cost per Bed	\$8,517	\$8,517	\$8,517	\$8,517	\$8,517	\$8,517	\$8,517	\$8,517	\$8,517	\$8,517	\$8,517	\$8,517	\$102,200

**Enhanced Assisted Living**

**SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
NEGOTIATED RATE AMOUNT  
PLANNING ESTIMATES**

Contractor Name: **Crest Home (Crest Villa)**  
 Contract #: **20-865**  
 Address: **4460 Crestview Dr**  
**Norco, CA 92860**  
 Legal Entity #: \_\_\_\_\_  
 Provider #: \_\_\_\_\_

**REVISED**

Prepared by: **Ghislaine/Oscar Ramasar**  
 Title: **Licensee / Administrator**  
 Date Form Completed: **6/18/2020**  
 Date Revised: **12/20/2021**

**FY 2024 / 2025**  
 July 1, 2024 to June 30, 2025

LINE #	MODE OF SERVICE SERVICE FUNCTION	05 65							TOTAL
<b>EXPENSES</b>									
1	SALARIES	479,523							479,523
2	BENEFITS	10,477							10,477
	TOTAL SALARIES AND BENEFITS	490,000	0	0	0	0	0	0	490,000
3	OPERATING EXPENSES	532,000							532,000
4	TOTAL EXPENSES (1+2+3)	1,022,000	0	0	0	0	0	0	1,022,000
<b>AGENCY REVENUES</b>									
5	PATIENT FEES								0
6	PATIENT INSURANCE								0
7	MEDI-CARE								0
8	GRANTS/OTHER								0
9	TOTAL AGENCY REVENUES (5+6+7+8)	0	0	0	0	0	0	0	0
10	CONTRACT AMOUNT (4-9)	1,022,000	0	0	0	0	0	0	1,022,000
<b>CONTRACT DETAILS</b>									
11	CONTRACT DAYS	365							365
12	CONTRACT MONTHS	12							12
13	NUMBER OF BEDS per day	10							10
14	TOTAL CLIENT DAYS / HRS (11 x 13)	3,650	0	0	0	0	0	0	3,650
15	ANNUAL AMOUNT PER BED (10 / 13)	102,200	0	0	0	0	0	0	
16	MONTHLY AMOUNT PER BED (13 / 10)	8,517	0	0	0	0	0	0	
17	DAILY/HOURLY AMOUNT PER BED / PATCH (8 / 12)	280	0	0	0	0	0	0	
18	TOTAL MONTHLY AMOUNT (14 * 11)	85,167	0	0	0	0	0	0	85,167
19	TOTAL AMOUNT (9*11*15)	1,022,000	0	0	0	0	0	0	1,022,000
<b>FUNDING:</b>									
20	MEDI-CAL								0
21	PATH			0	0			0	0
22	MHBG (SAMSHA)								0
23	MHSA	1,022,000							1,022,000
24	REALIGNMENT								0
25	OTHER:								0
	TOTAL FUNDING	1,022,000	0	0	0	0	0	0	1,022,000

**SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH**

**Schedule B**

**STAFFING DETAIL**

Contractor Name: **Crest Home (Crest Villa)**

**FY 2024 / 2025**

July 1, 2024 to June 30, 2025 (12 months)

**Staffing Detail - Personnel (Includes Personal Services Contracts for Professional Services)**

**CONTRACTOR NAME: Crest Home (Crest Villa)**

Name	Degree/ License	Position Title	Full Time Annual Salary*	Full Time Fringe Benefits*	Total Full Time Salaries & Benefits*	% Time Spent on Contract Services	Total Salaries and Benefits Charged to Contract Services	Budgeted Units of Contract Services	Total Salaries Charged to Contract Services	Total Benefits Charged to Contract Services
Ghislaine Ramasar	291321	RN / Licensee	82,179	2,821	85,000	100%	85,000		82,179	2,821
Oscar Ramasar	6024432740	Administrator	58,547	1,453	60,000	100%	60,000		58,547	1,453
Jojo Solorio	Certificate	Social Service/ Manager	48,863	1,137	50,000	100%	50,000		48,863	1,137
Florence Nahin		Cook	34,223	777	35,000	100%	35,000		34,223	777
Justin Nahin		Activities	34,231	769	35,000	100%	35,000		34,231	769
Glenn Navarro		Cook/ Noc Caregiver	34,493	507	35,000	100%	35,000		34,493	507
Bordie Navarro		Caregiver	34,493	507	35,000	100%	35,000		34,493	507
Maria		Housekeeper	34,500	500	35,000	100%	35,000		34,500	500
Bryan Jones		Night Caregiver	34,494	506	35,000	100%	35,000		34,494	506
Nicole Blender		Activity/ Kitchen Help	34,500	500	35,000	100%	35,000		34,500	500
Nathan Lelevier		Driver	14,500	500	15,000	100%	15,000		14,500	500
Taghreet		Caregiver / Housekeeper	34,500	500	35,000	100%	35,000		34,500	500
						0%	0		0	0
					0	0%	0		0	0
					0	0%	0		0	0
					0	0%	0		0	0
					0	0%	0		0	0
									479,523	10,477

Total Program	TOTAL	490,000
12.00	COST:	490,000

**Detail of Fringe Benefits:** Employer FICA/Medicare, Workers Compensation, Unemployment, Vacation Pay, Sick Pay, Pension and Health Benefits

**SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
SCHEDULE B**

**FY 2024 / 2025**

July 1, 2024 to June 30, 2025

Prepared by: Ghislaine/Oscar Ramasar  
Title: Licensee / Administrator

Contractor Name: Crest Home (Crest Villa)

**Contract #:** 20-865

Address: 4460 Crestview Dr  
Norco, CA 92860

Date Form Completed: 6/18/2020

Date Revised: 12/20/2021

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

ITEM	TOTAL ORGANIZATION COST	% CHARGE TO DBH	% CHARGE TO OTHER FUNDING SOURCE	TOTAL DBH COST
1		100.00%	0.00%	\$0
2 Food	\$112,000	100.00%	0.00%	\$112,000
3 Plan of Operation / Maint & Repairs	\$112,000	100.00%	0.00%	\$112,000
4 Utilities	\$98,000	100.00%	0.00%	\$98,000
5 Property Tax	\$10,000	100.00%	0.00%	\$10,000
6 Business Licenses	\$10,000	100.00%	0.00%	\$10,000
7 Consulting Fee's, Inservice and Training	\$35,000	100.00%	0.00%	\$35,000
8 Room & Board	\$80,000	100.00%	0.00%	\$80,000
9 Insurance	\$45,000	100.00%	0.00%	\$45,000
10 Laundry / Linen / Housekeeping	\$30,000	100.00%	0.00%	\$30,000
11		100.00%	0.00%	\$0
<b>SUBTOTAL B:</b>	\$532,000			\$532,000
<b>GROSS COSTS TOTAL A + B:</b>	\$1,022,000			\$1,022,000

SAN BERNARDINO COUNTY  
 DEPARTMENT OF BEHAVIORAL HEALTH  
 SCHEDULE B

BUDGET NARRATIVE

FY 2024 / 2025

July 1, 2024 to June 30, 2025

Contractor Name: Crest Home (Crest Villa)

Contract #: 20-865

Address: 4460 Crestview Dr

Norco, CA 92860

Date Form Completed: 6/18/2020

Date Revised: 12/20/2021

Prepared by: Ghislaine/Oscar Ramasar

Title: Licensee / Administrator

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

ITEM	Justification of Cost	
1		
2	Food	3 nutritious meals and snacks X 3 per day
3	Plan of Operation / Maint & Repairs	Repairs to the Facility ( inside and outside) , maintenance for vehicle, transportation, office supplies,activity supplies
4	Utilities	Electricity, Gas, Water, Cable TV, and telephone
5	Taxes	Property and Business taxes
6	Business Licenses	City and State
7	Consulting Fee's, Inservice and Training	In-services and training staff
8	Room & Board	personal accommodations of 5 clients
9	Insurance	Liability , Fire, and Workman Compensation
10	Laundry / Linen / Housekeeping	Blankets, bedspread, bed sheets, clean linen, mattress pads,pillow cases,bath towels, hand towels,washcloths, hygiene items, detergent, cleaning materials
11		

**SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
SCHEDULE B**

**FY 2024 / 2025**

July 1, 2024 to June 30, 2025

Contractor Name: Crest Home (Crest Villa)

Contract #: 20-865

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Norco, CA 92860

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**ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS**

**Contractor Crest Home for The Elderly shall:**

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

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

\_\_\_\_\_  
Printed name of authorized official

\_\_\_\_\_  
Signature of authorized official

\_\_\_\_\_  
Date

**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.