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**Contract Number****24-920****SAP Number**

## Department of Behavioral Health

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<b>Contractor</b>	California Association of Health and Educational Linked Professions, JPA
<b>Contractor Representative</b>	Pamela Bender
<b>Telephone Number</b>	(760) 955-3555
<b>Contract Term</b>	October 1, 2024, through June 30, 2028
<b>Original Contract Amount</b>	\$38,840,539
<b>Amendment Amount</b>	N/A
<b>Total Contract Amount</b>	\$38,840,539
<b>Cost Center</b>	9033009900
<b>Grant Number (If applicable)</b>	

THIS CONTRACT is entered into in the State of California by and between San Bernardino County, hereinafter called the County, and California Association of Health and Educational Linked Professions, JPA referenced above, hereinafter called Contractor.

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, San Bernardino County (County) desires to designate a contractor of choice to 0-5 Comprehensive Treatment Services: Screening, Assessment, Referral, and Treatment (SART) and/or Early Identification and Intervention Services (EIS), as further described in the description of program services; and

**WHEREAS**, the County conducted a competitive process to find California Association of Health and Educational Linked Professions, JPA (Contractor) to provide these services, and

**WHEREAS**, based upon and in reliance on the representations of Contractor in its response to the County's Request for Proposals, the County finds Contractor qualified to provide SART) and EIS services; and

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

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I. Definition of Terminology

- A. Wherever in this document and in any attachments hereto, the terms "Contract" and/or "Agreement" are used to describe the conditions and covenants incumbent upon the parties hereto, these terms are interchangeable.
- B. The terms beneficiary, client, consumer, customer, participant, or patient are used interchangeably throughout this document and refers to the individual(s) receiving services.
- C. Definition of May, Shall and Should. Whenever in this document the words "may," "shall" and "should" are used, the following definitions shall apply: "may" is permissive; "shall" is mandatory; and "should" means desirable.
- D. Subcontractor - An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Contractor who is performing services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor.
- E. The term "County's billing and transactional database system" refers to the centralized data entry system used by the Department of Behavioral Health (DBH) for patient and billing information.
- F. The term "Director," unless otherwise stated, refers to the Director of DBH for San Bernardino County.
- G. The term "head of service" as defined in the California Code of Regulations, Title 9, Sections 622 through 630, is a licensed mental health professional or other appropriate individual as described in these sections.
- H. The "State and/or applicable State agency" as referenced in this Contract may include the Department of Health Care Services (DHCS), the Department of State Hospitals (DSH), the Department of Social Services (DSS), the Mental Health Services Oversight and Accountability Commission (MHSOAC), the Department of Public Health (CDPH), and the Office of Statewide Health Planning and Development (OSHPD).
- I. The U.S. Department of Health and Human Services (HHS) mission is to enhance and protect the health and well-being of all Americans by providing for effective health and human services and fostering advances in medicine, public health, and social services.
- J. The "provisional rates" are the interim rates established for billing and payment purposes and are subject to change upon request and approval by DBH Administrative Services - Fiscal Division.

II. General Contract Requirements

- A. Recitals  
The recitals set forth above are true and correct and incorporated herein by this reference.
- B. Change of address  
Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C. Choice of Law

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

D. Contract Exclusivity

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

E. Material Misstatement/Misrepresentation

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

F. Mutual Covenants

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

G. Notice of Delays

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

H. Relationship of the Parties

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

I. Time of the Essence

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

III. Contract Supervision

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

B. Contractor will designate an individual to serve as the primary point of contact for this Contract. Contractor shall not change the primary contact without written notification and acceptance of the County. Contractor shall notify DBH when the primary contact will be unavailable/out of the office for one (1) or more workdays and will also designate a back-

up point of contact in the event the primary contact is not available. Contractor or designee must respond to DBH inquiries within two (2) business days.

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

#### IV. Performance

- A. Under this Agreement, the Contractor shall provide those services, which are dictated by attached Addenda, Schedules and/or Attachments; specifically, contractor will provide the services listed on **Addendum I 0-5 Comprehensive Treatment Screening Assessment, Referral, and Treatment (SART)** and **Addendum II 0-5 Comprehensive Treatment Early Identification and Intervention Services (EIS) Service Description**. The Contractor agrees to be knowledgeable in and apply all pertinent local, State, and Federal laws and regulations; including, but not limited to those referenced in the body of this Agreement. In the event information in the Addenda, Schedules and/or Attachments conflicts with the basic Agreement, then information in the Addenda, Schedules and/or Attachments shall take precedence to the extent permitted by law.
- B. Contractor shall provide Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) services for full scope Medi-Cal beneficiaries under age 21 in accordance with applicable provisions of law and **Addendum I 0-5 Comprehensive Treatment Services: Screening Assessment, Referral, and Treatment (SART)** and **Addendum II 0-5 Comprehensive Treatment Services: Early Identification and Intervention Services (EIS)**.
- C. Limitations on Moral Grounds
1. Contractor shall not be required to provide, reimburse for, or provide coverage of a counseling or referral service if the Contractor objects to the service on moral or religious grounds.
  2. If Contractor elects not to provide, reimburse for, or provide coverage of a counseling or referral service because of an objection on moral or religious grounds, it must furnish information about the services it does not cover as follows:
    - a. To DBH:
      - i. After executing this Contract;
      - ii. Whenever Contractor adopts the policy during the term of the Contract;
    - b. Consistent with the provisions of 42 Code of Federal Regulations part 438.10:
      - i. To potential beneficiaries before and during enrollment; and
      - ii. To beneficiaries at least thirty (30) days prior to the effective date of the policy for any particular service.
- D. Contractor is prohibited from offering Physician Incentive Plans, as defined in Title 42 CFR Sections 422.208 and 422.210, unless approved by DBH in advance that the Plan(s) complies with the regulations.

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

F. Data Collection and Performance Outcome Requirements

Contractor shall comply with all local, State, and Federal regulations regarding local, State, and Federal Performance Outcomes measurement requirements and participate in the outcomes measurement process, as required by the State and/or DBH. For Mental Health Services Act (MHSA) programs, Contractor agrees to meet the goals and intention of the program as indicated in the related MHSA Component Plan and most recent update.

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

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

1. Contractor must collect, manage, maintain and update client, service and episode data as well as staffing data as required for local, State, and Federal reporting.
2. Contractor shall provide information by entering or uploading required data into:
  - a. County's billing and transactional database system.
  - b. DBH's client information system and, when available, its electronic health record system.
  - c. The "Data Collection and Reporting" (DCR) system, which collects and manages Full Service Partnership (FSP) information.
  - d. Individualized data collection applications as specified by DBH, such as Objective Arts and the Prevention and Early Intervention (PEI) Database.
  - e. Any other data or information collection system identified by DBH, the MHSOAC, OSHPD or DHCS.
3. Contractor shall comply with all requirements regarding paper or online forms:
  - a. Bi-Annual Client Perception Surveys (paper-based): twice annually, or as designated by DHCS. Contractor shall collect consumer perception data for clients served by the programs. The data to be collected includes, but not limited to, the client's perceptions of the quality and results of services provided by the Contractor.
  - b. Client preferred language survey (paper-based), if requested by DBH.
  - c. Intermittent services outcomes surveys.
  - d. Surveys associated with services and/or evidence-based practices and programs intended to measure strategy, program, component, or system level outcomes and/or implementation fidelity.
  - e. Network Adequacy Certification Tool (NACT) as required by DHCS and per DBH instructions.

4. Data must be entered, submitted and/or updated in a timely manner for:
  - a. All FSP and non-FSP clients: this typically means that client, episode and service-related data shall be entered into the County's billing and transactional database system.
  - b. All service, program, and survey data will be provided in accordance with all DBH established timelines.
  - c. Required information about FSP clients, including assessment data, quarterly updates and key events shall be entered into the DCR online system by the due date or within 48 hours of the event or evaluation, whichever is sooner.
5. Contractor will ensure that data are consistent with DBH's specified operational definitions, that data are in the required format, that data is correct and complete at time of data entry, and that databases are updated when information changes.
6. Data collection requirements may be modified or expanded according to local, State, and/or Federal requirements.
7. Contractor shall submit, monthly, its own analyses of the data collected for the prior month, demonstrating how well the contracted services or functions provided satisfied the intent of the Contract, and indicating, where appropriate, changes in operations that will improve adherence to the intent of the Contract. The format for this reporting will be provided by DBH.
8. Independent research involving clients shall not be conducted without the prior written approval of the Director of DBH. Any approved research must follow the guidelines in the DBH Research Policy.

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

G. Right to Monitor and Audit Performance and Records

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, financial records, staff information, patient records, other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted, according to this agreement.

Contractor shall make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to



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

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

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

## 2. Availability of Records

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

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

Records, should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the Code of Federal Regulations (CFR), Title II, Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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

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

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

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

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

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

3. Assistance by Contractor

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

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

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

- J. Cultural Competency

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

1. Cultural and Linguistic Competency

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

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

NOTE: Contractor staff is required to complete cultural competency trainings. Staff who do not have direct contact providing services to clients/consumers shall complete a minimum of two (2) hours of cultural competency training, and direct service staff shall complete a minimum of four (4) hours of cultural competency training each calendar year.

Contractor shall upon request from the County, provide information and/or reports as to whether its provider staff completed cultural competency training.

- f. DBH recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Providing mental health and substance use disorder treatment services in a culturally appropriate and responsive manner is fundamental in any effort to ensure success of high quality and cost-effective behavioral health services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers does not reflect high quality of care and is not cost-effective.
- g. To assist Contractor's efforts towards cultural and linguistic competency, DBH shall provide the following:
  - i. Technical assistance to Contractor regarding cultural competency implementation.
    - a) Monitoring activities administered by DBH may require Contractor to demonstrate documented capacity to offer services in threshold languages or contracted interpretation and translation services.
    - b) procedures must be in place to determine multilingual and competency level(s).
  - ii. Demographic information to Contractor on service area for service(s) planning.
  - iii. Cultural competency training for DBH and Contractor personnel, when available.
  - iv. Interpreter training for DBH and Contractor personnel, when available.
  - v. Technical assistance for Contractor in translating mental health and substance use disorder treatment services information to DBH's threshold languages. Technical assistance will consist of final review and field testing of all translated materials as needed.
  - vi. The Office of Equity and Inclusion (OEI) may be contacted for technical assistance and training offerings at [cultural\\_competency@dbh.sbcounty.gov](mailto:cultural_competency@dbh.sbcounty.gov) or by phone at (909) 252-5150.

K. Access by Public Transportation

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

L. Accessibility/Availability of Services

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

M. Internal Control

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

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

N. Site Inspection

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

O. Disaster Response

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



4. Said twenty-five percent (25%) designated Contractor permanent direct service staff shall complete the following disaster trainings as prerequisites to the DBH live trainings held annually, which are available online on the Federal Emergency Management Agency (FEMA) website at <https://training.fema.gov/is/crslist.aspx>.
  - a. IS: 100
  - b. IS: 200
  - c. IS: 700
  - d. IS: 800
5. The County agrees to reimburse Contractor for all necessary and reasonable expenses incurred as a result of participating in the County's disaster response at the request of County. Any reasonable and allowable expenses above the Contract maximum will be subject to negotiations.
6. Contractor shall provide the DBH with the key administrative and response personnel including after-hours phone numbers, pagers, and/or cell phone numbers to be used in the event of a regional emergency or local disaster. Updated reports are due fourteen (14) days after the close of each quarter. Please send updated reports to:

Office of Disaster and Safety

303 E. Vanderbilt Way

San Bernardino, CA 92415

[safety@dbh.sbcounty.gov](mailto:safety@dbh.sbcounty.gov)

P. Collections Costs

Should the Contractor owe monies to the County for reasons including, but not limited to, Quality Management review, cost-settlement, and/or fiscal audit, and the Contractor has failed to pay the balance in full or remit mutually agreed upon payment, the County may refer the debt for collection. Collection costs incurred by the County shall be recouped from the Contractor. Collection costs charged to the Contractor are not a reimbursable expenditure under the Contract.

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

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

If the Contractor fails to make timely repairs to County vehicles, facilities, buildings, or ground caused by the willful or negligent act of Contractor or employees or agents of the Contractor, the County may make any necessary repairs. The Contractor, as determined

by the County, for such repairs shall repay all costs incurred by the County, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County.

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

1. Contractor shall repair, at its own cost, all damage to County equipment issued/loaned to Contractor for use in performance of this Contract. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.
2. If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor shall repay all costs incurred by the County, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County.
3. If a virtual private network (VPN) token is lost or damaged, Contractor must contact DBH immediately and provide the user name assigned to the VPN Token. DBH will obtain a replacement token and assign it to the user account. Contractor will be responsible for the VPN token replacement fee.

S. Strict Performance

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

T. Telehealth

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

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

V. Funding and Budgetary Restrictions

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State, County or Federal governments which may in any way affect the provisions or funding of this Agreement, including, but not limited to those contained in the Schedules A and B. This Agreement is also contingent upon sufficient funds being made available by State, County or Federal governments for the term of the Agreement. Funding is by fiscal year period July 1 through June 30. Costs and services are accounted for by fiscal year. Any unspent fiscal year allocation does not roll over and is not available in future years. Each fiscal year period will be settled to Federal and/or State cost reporting accountability.
- B. The maximum financial obligation of the County under this Agreement shall not exceed the sum referenced in the Schedules A and B. The maximum financial obligation is further limited by fiscal year, funding source and service modalities as delineated on the

Schedules A and B. Contractor may not transfer funds between funding sources, modes of services, or exceed 10% of a budgeted line item without the prior written approval from DBH.

1. It is understood between the parties that the Schedules A and B are budgetary guidelines. Contractor must adhere to the budget by funding outlined in the Schedule A of the Contract as well as track year-to-date expenditures. Contractor understands that costs incurred for services not listed or in excess of the funding in the Schedule A shall result in non-payment to Contractor for these costs.
- C. Contractor agrees to renegotiate the dollar value of this Contract, at the option of the County, if the annualized projected units of service (minutes/hours of time/days) for any mode of service based on claims submitted through March of the operative fiscal year, is less than 90% of the projected minutes/hours of time/days for the modes of service as reported in the Schedules A and B.
- D. If the annualized projected units of service (minutes/hours of time/days) for any mode of service, based on claims submitted through March of the operative fiscal year, is greater than/or equal to 110% of the projected units (minutes/hours of time/days) reported in the Schedules A and B, the County and Contractor agree to meet to discuss the feasibility of renegotiating this Agreement. Contractor must timely notify the County of Contractor's desire to meet.
- E. County will take into consideration requests for changes to Contract funding, within the existing contracted amount. All requests must be submitted in writing by Contractor to DBH Fiscal no later than February 1 for the operative fiscal year. Requests must be addressed to the Fiscal Designee written on organizational letterhead, and include an explanation of the revisions being requested.
- F. A portion of the funding for these services includes Federal Funds. The Federal CFDA number(s) is (are) 93.778.
- G. If the Contractor provides services under the Medi-Cal program and if the Federal government reduces its participation in the Medi-Cal program, the County agrees to meet with Contractor to discuss renegotiating the total minutes/hours of time required by this Agreement.
- H. Contractor Prohibited From Redirections of Contracted Funds:
  1. Funds under this Agreement are provided for the delivery of mental health services to eligible beneficiaries under each of the funded programs identified in the Scope of Work. Each funded program has been established in accordance with the requirements imposed by each respective County, State and/or Federal payer source contributing to the funded program.
  2. Contractor may not redirect funds from one funded program to another funded program, except through a duly executed amendment to this Agreement.
  3. Contractor may not charge services delivered to an eligible beneficiary under one funded program to another funded program unless the recipient is also an eligible beneficiary under the second funded program.

- I. The allowable funding sources for this Contract may include: Federal Financial Participation Medi-Cal, Mental Health Services Act Prevention and Early Intervention (PEI), and First 5 Non-Medi-Cal. Federal funds may not be used as match funds to draw down federal funds.
- J. The maximum financial obligation under this contract shall not exceed \$38,840,539 for the contract term October 1, 2024, through June 30, 2028.

VI. Provisional Payment

- A. During the term of this Agreement, the County shall reimburse Contractor in arrears for eligible expenditures provided under this Agreement and in accordance with the terms. County payments to Contractor for performance of eligible services hereunder are provisional until the completion of all settlement activities.
- B. County's adjustments to provisional reimbursements to Contractor will be based upon State adjudication of Medi-Cal claims, contractual limitations of this Agreement, annual cost report, application of various County, State and/or Federal reimbursement limitations, application of any County, State and/or Federal policies, procedures and regulations and/or County, State or Federal audits, all of which take precedence over monthly claim reimbursement. State adjudication of Medi-Cal claims, annual cost report and audits, as such payments, are subject to future County, State and/or Federal adjustments.
- C. All expenses claimed to DBH must be specifically related to the contract. After fiscal review and approval of the billing or invoice, County shall provisionally reimburse Contractor, subject to the limitations and conditions specified in this Agreement, in accordance with the following:
  - 1. The County will reimburse Contractor based upon Contractor's submitted and approved claims for rendered services/activities subject to claim adjustments, edits, and future settlement and audit processes.
  - 2. Reimbursement for Outreach, Education and Support services (Modes 45 and 60) provided by Contractor will be at net cost.
  - 3. Reimbursement Rates for Institutions for Mental Diseases: Pursuant to Section 5902 of the WIC, Institutions for Mental Diseases (IMD), which are licensed by the DHCS, will be reimbursed at the rate(s) established by DHCS.
  - 4. Reimbursement for mental health services claimed and billed through the DBH treatment claims processing information system will utilize provisional rates.
  - 5. It is the responsibility of Contractor to access MyAvatar reports and make any necessary corrections to the denied Medi-Cal services and notify the County. The County will resubmit the corrected services to DHCS for adjudication.
  - 6. In the event that the denied claims cannot be corrected, and therefore DHCS will not adjudicate and approve the denied claims, Contractor is required to follow DBH's Overpayment Policy COM0954, which has been provided or will be provided to Contractor at its request.
- D. Contractor shall bill the County monthly in arrears for services provided by Contractor on claim forms provided by DBH. All claims submitted shall clearly reflect all required

information specified regarding the services for which claims are made. Contractor shall submit the organizations' Profit and Loss Statement with each monthly claim. Each claim shall reflect any and all payments made to Contractor by, or on behalf of patients. Claims for Reimbursement shall be completed and forwarded to DBH within ten (10) days after the close of the month in which services were rendered. Following receipt of a complete and correct monthly claim, the County shall issue payment on a monthly basis. 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 2024/25, FY 2025/26, FY 2026/27, FY2027/28), no single monthly payment for any mode of service shall exceed one-twelfth (1/12), or one-ninth (1/9) for FY 2024/25 of the maximum allocations for the mode of service unless there have been payments of less than one-twelfth (1/12) of such amount for any prior month of the Agreement. To the extent that there have been such lesser payments, then the remaining amount(s) may be used to pay monthly services claims which exceed one-twelfth (1/12) of the maximum for that mode of service. Each claim shall reflect the actual costs expended by the Contractor subject to the limitations and conditions specified in this Agreement.
- E. Monthly payments for Short-Doyle Medi-Cal services will be based on actual units of time (minutes, hours, or days) reported on Charge Data Invoices claimed to the State times the provisional rates in the DBH claiming system. The provisional rates will be reviewed at least once a year throughout the life of the Contract and shall closely approximate final actual cost per unit rates for allowable costs as reported in the year-end cost report. All approved provisional rates will be superseded by actual cost per unit rate as calculated during the cost report cost settlement. In the event of a conflict between the provisional rates set forth in the most recent cost report and those contained in the Schedules A and B, the rates set forth in the most recent cost report shall prevail.
1. In accordance with WIC 14705 (c) Contractor shall ensure compliance with all requirements necessary for Medi-Cal reimbursement.
- F. Contractor shall report to the County within sixty (60) calendar days when it has identified payments in excess of amounts specified for reimbursement of Medicaid services [42 C.F.R. § 438.608(c)(3)].
- G. All approved provisional rates, including new fiscal year rates and mid-year rate changes, will only be effective upon Fiscal Designee approval.
- H. Contractor shall make its best effort to ensure that the proposed provisional reimbursement rates do not exceed the following: Contractor's published charges and Contractor's actual cost.
- I. Contractor shall maximize the Federal Financial Participation (FFP) reimbursement by claiming all possible Medi-Cal services and correcting denied services for resubmission, if applicable.
- J. Pending a final settlement between the parties based upon the post Contract audit, it is agreed that the parties shall make preliminary settlement within one hundred twenty (120)



days of the fiscal year or upon termination of this Agreement as described in the Annual Cost Report Settlement Article.

- K. Contractor shall input Charge Data Invoices (CDI's) or equivalent into the County's billing and transactional database system by the seventh (7th) day of the month for the previous month's Medi-Cal based services. Contractor will be paid based on Medi-Cal claimed services in the County's billing and transactional database system for the previous month. Services cannot be billed by the County to the State until they are input into the County's billing and transactional database system.
- L. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- M. Contractor shall be in compliance with the Deficit Reduction Act of 2005, Section 6032 Implementation. As a condition of payment for services, goods, supplies and merchandise provided to beneficiaries in the Medical Assistance Program ("Medi-Cal"), providers must comply with the False Claims Act employee training and policy requirements in 1902(a) of the Social Security Act [42 U.S.C. 1396(a) (68)], set forth in that subsection and as the Federal Secretary of the United States Department of Health and Human Services may specify.
- N. As this contract may be funded in whole or in part with Mental Health Services Act funds signed into law January 1, 2005, Contractor must verify client eligibility for other categorical funding, prior to utilizing MHSA funds. Failure to verify eligibility for other funding may result in non-payment for services. Also, if audit findings reveal Contractor failed to fulfill requirements for categorical funding, funding source will not revert to MHSA. Contractor will be required to reimburse funds to the County.
- O. Contractor agrees that no part of any Federal funds provided under this Contract shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at <http://www.opm.gov/> (U.S. Office of Personnel Management).
- P. County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- Q. Contractor shall have a written policy and procedures which outline the allocation of direct and indirect costs. These policies and procedures should follow the guidelines set forth in the Uniform Grant Guidance, Cost Principles and Audit Requirements for Federal Awards. Calculation of allocation rates must be based on actual data (total direct cost, labor costs, labor hours, etc.) from current fiscal year. If current data is not available, the most recent data may be used. Contractor shall acquire actual data necessary for indirect costs allocation purpose. Estimated costs must be reconciled to actual cost. Contractor must notify DBH in writing if the indirect cost rate changes.
- R. As applicable, for Federal Funded Program, Contractor shall charge the County program a de Minimis ten percent (10%) of the Modified Total Direct Cost (MTDC) as indirect cost.

If Contractor has obtained a "Federal Agency Acceptance of Negotiated Indirect Cost Rates", the contractor must also obtain concurrence in writing from DBH of such rate.

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

The total cost of the program must be composed of the total allowable direct cost and allocable indirect cost less applicable credits. Cost must be consistently charged as either indirect or direct costs but, may not be double charged or inconsistently charged as both, reference Title II Code of Federal Regulations (CFR) §200.414 indirect costs. All cost must be based on actual instead of estimated costs.

S. Prohibited Payments

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

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

VII. Electronic Signatures

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

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

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

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

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

#### VIII. Annual Cost Report Settlement

- A. Section 14705 (c) of the Welfare and Institutions Code (WIC) requires contractors to submit fiscal year-end cost reports. Contractor shall provide DBH with a complete and correct annual cost report not later than sixty (60) days at the end of each fiscal year and not later than sixty (60) days after the expiration date or termination of this Contract, unless otherwise notified by County.
1. Accurate and complete annual cost report shall be defined as a cost report which is completed on forms or in such formats as specified by the County and consistent with such instructions as the County may issue and based on the best available data provided by the County.
- B. The cost report is a multiyear process consisting of a preliminary settlement, final settlement, and is subject to audit by DHCS pursuant to WIC 14170.
- C. These cost reports shall be the basis upon which both a preliminary and a final settlement will be made between the parties to this Agreement. In the event of termination of this Contract by Contractor pursuant to Duration and Termination Article, Paragraph C, the preliminary settlement will be based upon the most updated State Medi-Cal approvals and County claims information.
1. Upon initiation and instruction by the State, County will perform the Short-Doyle/Medi-Cal Cost Report Reconciliation and Settlement with Contractor.
    - a. Such reconciliation and settlement will be subject to the terms and conditions of this Agreement and any other applicable State and/or Federal statutes, regulations, policies, procedures, and/or other requirements

pertaining to cost reporting and settlements for Title XIX and/or Title XXI and other applicable Federal and/or State programs.

2. Contractor shall submit an annual cost report for a preliminary cost settlement. This cost report shall be submitted no later than sixty (60) days after the end of the fiscal year and it shall be based upon the actual minutes/hours/days which have been approved by DHCS up to the preliminary submission period as reported by DBH.
3. Contractor shall submit a reconciled cost report for a final settlement. The reconciled cost report shall be submitted approximately eighteen (18) months after the fiscal year-end. The eighteen (18) month timeline is an approximation as the final reconciliation process is initiated by the DHCS. The reconciliation process allows Contractor to add additional approved Medi-Cal units and reduce disallowed or denied units that have been corrected and approved subsequent to the initial cost report submission. Contractors are not permitted to increase total services or cost during this reconciliation process.
4. Each Annual Cost Report shall be prepared by Contractor in accordance with the Centers for Medicare and Medicaid Services' Publications #15-1 and #15-02; "The Providers Reimbursement Manual Parts 1 and 2;" the State Cost and Financial Reporting Systems (CFRS) Instruction Manual; and any other written guidelines that shall be provided to Contractor at the Cost Report Training, to be conducted by County on or before October 15 of the fiscal year for which the annual cost report is to be prepared.
  - a. Attendance by Contractor at the County's Cost Report Training is mandatory.
  - b. Failure by Contractor to attend the Cost Report Training shall be considered a breach of this Agreement.
5. Failure by Contractor to submit an annual cost report within the specified date set by the County shall constitute a breach of this Agreement. In addition to, and without limiting, any other remedy available to the County for such a breach, the County may, at its option, withhold any monetary settlements due Contractor until the cost report(s) is (are) complete.
6. Only the Director or designee may make exception to the requirement set forth in the Annual Cost Report Settlement Article, Paragraph A above, by providing Contractor written notice of the extension of the due date.
7. If Contractor does not submit the required cost report(s) when due and therefore no costs have been reported, the County may, at its option, request full payment of all funds paid Contractor under Provisional Payment Article of this Agreement. Contractor shall reimburse the full amount of all payments made by the County to Contractor within a period of time to be determined by the Director or designee.
8. No claims for reimbursement will be accepted by the County after the cost report is submitted by the contractor. The total costs reported on the cost report must match the total of all the claims submitted to DBH by Contractor as of the end of



the fiscal year which includes revised and/or final claims. Any variances between the total costs reported in the cost report and fiscal year claimed costs must be justified during the cost report process in order to be considered allowable.

9. Annual Cost Report Reconciliation Settlement shall be subject to the limitations contained in this Agreement but not limited to:
  - a. Available Match Funds
  - b. Actual submitted and approved claims to those third-parties providing funds in support of specific funded programs.
- D. As part of its annual cost report settlement, County shall identify any amounts due to Contractor by the County or due from Contractor to the County.
  1. Upon issuance of the County's annual cost report settlement, Contractor may, within fourteen (14) business days, submit a written request to the County for review of the annual cost report settlement.
  2. Upon receipt by the County of Contractor's written request, the County shall, within twenty (20) business days, meet with Contractor to review the annual cost report settlement and to consider any documentation or information presented by Contractor. Contractor may waive such meeting and elect to proceed based on written submission at its sole discretion.
  3. Within twenty (20) business days of the meeting specified above, the County shall issue a response to Contractor including confirming or adjusting any amounts due to Contractor by the County or due from Contractor to the County.
  4. In the event the Annual Cost Report Reconciliation Settlement indicates that Contractor is due payment from the County, the County shall initiate the payment process to Contractor before submitting the annual Cost report to DHCS or other State agencies.
  5. In the event the Annual Cost Report Reconciliation Settlement indicates that Contractor owes payments to the County, Contractor shall make payment to the County in accordance with Paragraph E below (Method of Payments for Amounts Due to the County).
  6. Regardless of any other provision of this Paragraph D, reimbursement to Contractor shall not exceed the maximum financial obligation by fiscal year, funding source, and service modalities as delineated on the Schedules A and B.
- E. Method of Payments for Amounts Due to the County
  1. 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.
- F. Notwithstanding Final Settlement: Audit Article, Paragraph F, County shall have the option:
1. To withhold payment, or any portion thereof, pending outcome of a termination audit to be conducted by County;
  2. To withhold any sums due Contractor as a result of a preliminary and final cost settlement, pending outcome of a termination audit or similar determination regarding Contractor's indebtedness to County and to offset such withholdings as to any indebtedness to County.
- G. Preliminary and Final Cost Settlement: The cost of services rendered shall be adjusted to the lowest of the following:
1. Actual net cost (for non-Short-Doyle/Medi-Cal services);
  2. Published charges;
  3. Maximum allowable minutes/hours/days of time provided for each service functions for approved Short-Doyle/Medi-Cal services; or,
  4. Maximum Contract amount.

#### IX. Fiscal Award Monitoring

- A. County has the right to monitor the Contract during the award period to ensure accuracy of claim for reimbursement and compliance with applicable laws and regulations.
- B. Contractor agrees to furnish duly authorized representatives from the County and the State access to patient/client records and to disclose to State and County representatives all financial records necessary to review or audit Contract services and to evaluate the cost, quality, appropriateness and timeliness of services. Contractor shall attain a signed confidentiality statement from said County or State representative when access to any patient records is being requested for research and/or auditing purposes. Contractor will retain the confidentiality statement for its records.
- C. If the appropriate agency of the State of California, or the County, determines that all, or any part of, the payments made by the County to Contractor pursuant hereto are not reimbursable in accordance with this Agreement, said payments will be repaid by Contractor to the County. In the event such payment is not made on demand, the County may withhold monthly payment on Contractor's claims until such disallowances are paid by Contractor.

#### X. Final Settlement: Audit

- A. Contractor agrees to maintain and retain all appropriate service and financial records for a period of at least ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later. This is not to be construed to relieve

Contractor of the obligations concerning retention of medical records as set forth in Medical Records/Protected Health Information Article.

- B. Contractor agrees to furnish duly authorized representatives from the County and the State access to patient/client records and to disclose to State and County representatives all financial records necessary to review or audit Contract services and to evaluate the cost, quality, appropriateness and timeliness of services. Contractor shall attain a signed confidentiality statement from said County or State representative when access to any patient record is being requested for research and/or auditing purposes. Contractor will retain the confidentiality statement for its records.
- C. If the appropriate agency of the State of California, or the County, determines that all, or any part of, the payments made by the County to Contractor pursuant hereto are not reimbursable in accordance with this Agreement, said payments will be repaid by Contractor to the County. In the event such payment is not made on demand, the County may withhold monthly payment on Contractor's claims until such disallowances are paid by Contractor, may refer for collections, and/or the County may terminate and/or indefinitely suspend this Agreement immediately upon serving written notice to the Contractor.
- D. The eligibility determination and the fees charged to, and collected from, patients whose treatment is provided for hereunder may be audited periodically by the County, DBH and the State.
- E. Contractor expressly acknowledges and will comply with all audit requirements contained in the Contract documents. These requirements include, but are not limited to, the agreement that the County or its designated representative shall have the right to audit, to review, and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Contractor shall have fourteen (14) days to provide a response and additional supporting documentation upon receipt of the draft post Contract audit report. DBH – Administration Audits will review the response(s) and supporting documentation for reasonableness and consider updating the audit information. After said time, the post Contract audit report will be final.
- F. If a post Contract audit finds that funds reimbursed to Contractor under this Agreement were in excess of actual costs or in excess of claimed costs (depending upon State of California reimbursement/audit policies) of furnishing the services, the difference shall be reimbursed on demand by Contractor to the County using one of the following methods, which shall be at the election of the County:
  - 1. Payment of total.
  - 2. Payment on a monthly schedule of reimbursement agreed upon by both the Contractor and the County.
- G. If there is a conflict between a State of California audit of this Agreement and a County audit of this Agreement, the State audit shall take precedence.
- H. In the event this Agreement is terminated, the last reimbursement claim shall be submitted within sixty (60) days after the Contractor discontinues operating under the terms of this Agreement. When such termination occurs, the County shall conduct a final audit of the

Contractor within the ninety (90) day period following the termination date, and final reimbursement to the Contractor by the County shall not be made until audit results are known and all accounts are reconciled. No claims for reimbursement shall be accepted after the sixtieth (60th) day following the date of contract termination.

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

#### XI. Single Audit Requirement

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

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

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

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

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

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

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

#### XII. Contract Performance Notification

- A. In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, Contractor shall provide notification within one (1) working day, in writing and by telephone, to DBH.
- B. Contractor shall notify DBH in writing of any change in mailing address within ten (10) calendar days of the address change.

#### XIII. Probationary Status

- A. In accordance with the Performance Article of this Agreement, the County may place Contractor on probationary status in an effort to allow the Contractor to correct deficiencies, improve practices, and receive technical assistance from the County.
- B. County shall give notice to Contractor of change to probationary status. The effective date of probationary status shall be five (5) business days from date of notice.
- C. The duration of probationary status is determined by the Director or designee(s).

- D. Contractor shall develop and implement a corrective action plan, to be approved by DBH, no later than ten (10) business days from date of notice to become compliant.
- E. Should the Contractor refuse to be placed on probationary status or comply with the corrective action plan within the designated timeframe, the County reserves the right to terminate this Agreement as outlined in the Duration and Termination Article.
- F. Placement on probationary status requires the Contractor disclose probationary status on any Request for Proposal responses to the County.
- G. County reserves the right to place Contractor on probationary status or to terminate this Agreement as outlined in the Duration and Termination Article.

#### XIV. Duration and Termination

- A. The term of this Agreement shall be from October 1, 2024, through June 30, 2028 inclusive. The County may, but is not obligated to, extend awarded contract(s) for up to one (1) additional one-year period contingent on the availability of funds and Contractor performance.
- B. This Agreement may be terminated immediately by the Director at any time if:
  - 1. The appropriate office of the State of California indicates that this Agreement is not subject to reimbursement under law; or
  - 2. There are insufficient funds available to County; or
  - 3. There is evidence of fraud or misuse of funds by Contractor; or
  - 4. There is an immediate threat to the health and safety of Medi-Cal beneficiaries; or
  - 5. Contractor is found not to be in compliance with any or all of the terms of the herein incorporated Articles of this Agreement or any other material terms of the Contract, including the corrective action plan; or
  - 6. During the course of the administration of this Agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
- C. Either the Contractor or Director may terminate this Agreement at any time for any reason or no reason by serving thirty (30) days written notice upon the other party.
- D. This Agreement may be terminated at any time by the mutual written concurrence of both the Contractor and the Director.
- E. Contractor must immediately notify DBH when a facility operated by Contractor as part of this Agreement is sold or leased to another party. In the event a facility operated by Contractor as part of this Agreement is sold or leased to another party, the Director has the option to terminate this Agreement immediately.

#### XV. Accountability: Revenue

- A. Total revenue collected pursuant to this Agreement from fees collected for services rendered and/or claims for reimbursement from the County cannot exceed the cost of

services delivered by the Contractor. In no event shall the amount reimbursed exceed the cost of delivering services.

- B. Charges for services to either patients or other responsible persons shall be at actual costs.
- C. Under the terms and conditions of this Agreement, where billing accounts have crossover Medicare and/or Insurance along with Medi-Cal, Contractor shall first bill Medicare and/or the applicable insurance, then provide to the DBH Business Office copies of Contractor's bill and the remittance advice (RA) that show that the bill was either paid or denied. The DBH Business Office, upon receipt of these two items, will proceed to have the remainder of the claim submitted to Medi-Cal. Without these two items, the accounts with the crossover Medicare and/or Insurance along with Medi-Cal will not be billed. Projected Medicare revenue to be collected during the Contract period is zero (\$0), which is shown on Line 7 of the Schedule A. Contractor acknowledges that it is obligated to report all revenue received from any source, including Medicare revenue, in its monthly claim for reimbursement, pursuant to Provisional Payment Article, and in its cost report in accordance with Annual Cost Report Settlement Article.

XVI. Patient/Client Billing

- A. Contractor shall comply with all County, State and Federal requirements and procedures relating to:
  - 1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with State guidelines and WIC Sections 5709 and 5710.
  - 2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicare, private insurance, or other third-party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Contractor shall pursue and report collection of all patient/client and other revenue.
  - 3. Contractor shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.
  - 4. Failure of Contractor to report in all its claims and its annual cost report all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of Medi-Cal beneficiaries receiving services hereunder shall result in:
    - a. Contractor's submission of revised claim statement showing all such non-reported revenue.
    - b. A report by the County to DHCS of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries.
    - c. Any appropriate financial adjustment to Contractor's reimbursement.
- B. Any covered services provided by Contractor or subcontractor shall not be billed to patients/clients for an amount greater than the County rate [42 C.F.R. § 438.106(c)].

C. Consumer/Client Liability for Payment

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

XVII. Personnel

- A. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff as required by Title 9 of the California Code of Regulations for the mode(s) of service described in this Agreement. Contractor shall also satisfy any other staffing requirements necessary to participate in the Short-Doyle/Medi-Cal program, if so funded.
- B. Contractor must follow DBH's credentialing and re-credentialing policy that is based on DHCS' uniform policy. Contractor must follow a documented process for credentialing and re-credentialing of Contractor's staff [42 C.F.R. §§ 438.12(a)(2) and 438.214(b)].
- C. Contractor shall ensure the Staff Master is updated regularly for each service provider with the current employment and license/certification/registration/waiver status in order to bill for services and determine provider network capacity. Updates to the Staff Master shall be completed, including, but not limited to, the following events: new registration number obtained, licensure obtained, licensure renewed, and employment terminated. When updating the Staff Master, provider information shall include, but not limited to, the following: employee name; professional discipline; license, registration or certification number; National Provider Identifier (NPI) number and NPI taxonomy code; County's billing and transactional database system number; date of hire; and date of termination (when applicable).
- D. Contractor shall comply with DBH's request(s) for provider information that is not readily available on the Staff Master form or the Management Information System as DBH is required by Federal regulation to update its paper and electronic provider directory, which includes contract agencies and hospitals, at least monthly.
- E. Contractor agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For

purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

F. Statements of Disclosure

1. Contractor shall submit a statement of disclosure of ownership, control and relationship information regarding its providers, managing employees, including agents and managing agents as required in Title 42 of the Code of Federal Regulations, Sections 455.104 and 455.105 for those having five percent (5%) or more ownership or control interest. This statement relates to the provision of information about provider business transactions and provider ownership and control and must be completed prior to entering into a contract, during certification or re-certification of the provider; within thirty-five (35) days after any change in ownership; annually; and/or upon request of the County. The disclosures to provide are as follows:
  - a. Name and address of any person (individual or corporation) with an ownership or control interest in Contractor's agency. The address for corporate entities shall include, as applicable, a primary business address, every business location and a P.O. box address;
  - b. Date of birth and Social Security Number (if an individual);
  - c. Other tax identification number (if a corporation or other entity);
  - d. Whether the person (individual or corporation) with an ownership or control interest in the Contractor's agency is related to another person with ownership or control in the same or any other network provider of the Contractor as a spouse, parent, child or sibling;
  - e. The name of any other disclosing entity in which the Contractor has an ownership or control interest; and
  - f. The name, address, date of birth and Social Security Number of any managing employee of the Contractor.
2. Contractor shall also submit disclosures related to business transactions as follows:
  - a. Ownership of any subcontractor with whom the Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
  - b. Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the five (5) year period ending on the date of a request by County.
3. Contractor shall submit disclosures related to persons convicted of crimes regarding the Contractor's management as follows:



- a. The identity of any person who is a managing employee, owner or person with controlling interest of the Contractor who has been convicted of a crime related to Federal health care programs;
  - b. The identity of any person who is an agent of the Contractor who has been convicted of a crime related to Federal health care programs. Agent is described in 42 C.F.R. §455.101; and
  - c. The Contractor shall supply the disclosures before entering into a contract and at any time upon the County's request.
- G. Contractor shall confirm the identity of its providers, employees, DBH-funded network providers, contractors and any person with an ownership or controlling interest, or who is an agent or managing employee by developing and implementing a process to conduct a review of applicable Federal databases in accordance with Title 42 of the Code of Federal Regulations, Section 455.436. In addition to any background check or Department of Justice clearance, the Contractor shall review and verify the following databases:
  1. Pursuant to Title 42 of the Code of Federal Regulations, Section 455.410, all health care providers including all ordering or referring physicians or other professionals providing services, are required to be screened via the Social Security Administration's Death Master File to ensure new and current providers are not listed. Contractor shall conduct the review prior to hire and upon contract renewal (for contractor employees not hired at the time of contract commencement).
  2. National Plan and Provider Enumeration System (NPPES) to ensure the provider has a NPI number, confirm the NPI number belongs to the provider, verify the accuracy of the providers' information and confirm the taxonomy code selected is correct for the discipline of the provider.
  3. List of Excluded Individuals/Entities and General Services Administration's System for Award Management (SAM), the Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and DHCS Suspended and Ineligible Provider (S&I) List (if Medi-Cal reimbursement is received under this Contract), to ensure providers, employees, DBH-funded network providers, contractors and any person with an ownership or controlling interest, or who is an agent or managing employee are not excluded, suspended, debarred or otherwise ineligible to participate in the Federal and State health care programs. See the Licensing, Certification and Accreditation section of this Contract for further information on Excluded and Ineligible Person checks.
- H. Contractor shall obtain records from the Department of Justice of all convictions of persons offered employment or volunteers as specified in Penal Code Section 11105.3.
- I. Contractor shall inform DBH within twenty-four (24) hours or next business day of any allegations of sexual harassment, physical abuse, etc., committed by Contractor's employees against clients served under this Contract. Contractor shall report incident as outlined in Notification of Unusual Occurrences or Incident/Injury Reports paragraph in the Administrative Procedures Article.
- J. Iran Contracting Act of 2010

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

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

K. Trafficking Victims Protection Act of 2000

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

The TVPA strictly prohibits any Contractor or Contractor employee from:

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

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

L. Executive Order N-6-22 Russia Sanctions

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

M. Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using Attachment III - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

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

XVIII. Prohibited Affiliations

- A. Contractor shall not knowingly have any prohibited type of relationship with the following:
1. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549 [42 C.F.R. § 438.610(a)(1)].
  2. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in this section [42 C.F.R. § 438.610(a)(2)].
- B. Contractor shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in Federal health care programs (as defined in section 1128B(f) of the Social Security Act) under either Section 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act [42 C.F.R. §§ 438.214(d)(1), 438.610(b); 42 U.S.C. § 1320c-5].
- C. Contractor shall not have any types of relationships prohibited by this section with an excluded, debarred, or suspended individual, provider, or entity as follows:
1. A director, officer, agent, managing employee, or partner of the Contractor [42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1)].
  2. A subcontractor of the Contractor, as governed by 42 C.F.R. § 438.230. [42 C.F.R. § 438.610(c)(2)].
  3. A person with beneficial ownership of 5 percent (5%) or more of the Contractor's equity [(42 C.F.R. § 438.610(c)(3)].

4. An individual convicted of crimes described in section 1128(b)(8)(B) of the Act [42 C.F.R. § 438.808(b)(2)].
5. A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Contract [42 C.F.R. § 438.610(c)(4)].
6. Contractor shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services, or the establishment of policies or provision of operational support for such services [42 C.F.R. § 438.808(b)(3)].

D. Conflict of Interest

1. Contractor shall comply with the conflict of interest safeguards described in 42 Code of Federal Regulations part 438.58 and the prohibitions described in section 1902(a)(4)(C) of the Act [42 C.F.R. § 438.3(f)(2)].
2. Contractor shall not utilize in the performance of this Contract any County officer or employee or other appointed County official unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular County employment [Pub. Con. Code § 10410; 42 C.F.R. § 438.3(f)(2)].
  - a. Contractor shall submit documentation to the County of current and former County employees who may present a conflict of interest.

XIX. Licensing, Certification and Accreditation

- A. Contractor shall operate continuously throughout the term of this Agreement with all licenses, certifications and/or permits as are necessary to the performance hereunder. Failure to maintain a required license, certification, and/or permit may result in immediate termination of this Contract.
- B. Contractor shall maintain for inpatient and residential services the necessary licensing and certification or mental health program approval throughout the term of this Contract.
- C. Contractor shall inform DBH whether it has been accredited by a private independent accrediting entity [42 C.F.R. 438.332(a)]. If Contractor has received accreditation by a private independent accrediting entity, Contractor shall authorize the private independent accrediting entity to provide the County a copy of its most recent accreditation review, including:
  1. Its accreditation status, survey type, and level (as applicable); and
  2. Accreditation results, including recommended actions or improvements, corrective action plans, and summaries of findings; and
  3. The expiration date of the accreditation [42 C.F.R. § 438.332(b)].
- D. Contractor shall be knowledgeable of and compliant with State law and DBH policy/procedure regarding Medi-Cal Certification and ensure that the head of service is a licensed mental health professional or other appropriate individual.



- E. Contractor shall ensure all service providers apply for, obtain and maintain the appropriate certification, licensure, registration or waiver prior to rendering services. Service providers must work within their scope of practice and may not render and/or claim services without a valid certification, licensure, registration or waiver. Contractor shall develop and implement a policy and procedure for all applicable staff to notify Contractor of a change in licensure/certification/waiver status, and Contractor is responsible for notifying DBH of such change.
- F. Contractor shall develop and implement a documented process for continued employment of pre-licensed clinical therapist staff, who have not obtained licensure within six (6) years of their original date of registration. This process must be in accordance with DBH Registration and Licensure Requirements for Pre-Licensed Staff Policy (HR4012). Contractor shall be responsible for accepting, reviewing and determining whether to grant a one (1) year extensions [up to a maximum of three (3) one-year extensions], to an employee who has not obtained licensure within six (6) years following the first California Board of Behavioral Health Sciences (BBS) registration receipt date. Prior to granting said extension, Contractor must ensure the pre-licensed staff is actively pursuing licensure, and that licensure can be obtained within the determined extension period. Contractor shall ensure all licensed and pre-licensed staff maintain valid Board registration and adhere to all applicable professional regulations, including – but not limited to - clearance from ineligible/excluded status as described herein.

Contractor approved extension letters shall be submitted to DBH Office of Compliance via email to [Compliance\\_Questions@dbh.sbcounty.gov](mailto:Compliance_Questions@dbh.sbcounty.gov).

- G. Contractor shall comply with applicable provisions of the:
  - 1. California Code of Regulations, Title 9;
  - 2. California Business and Professions Code, Division 2; and
  - 3. California Code of Regulations, Title 16.
- H. Contractor shall comply with the United States Department of Health and Human Services OIG requirements related to eligibility for participation in Federal and State health care programs.
  - 1. Ineligible Persons may include both entities and individuals and are defined as any individual or entity who:
    - a. Is currently excluded, suspended, debarred or otherwise ineligible to participate in the Federal and State health care programs; or
    - b. Has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal and State health care programs after a period of exclusion, suspension, debarment, or ineligibility.
  - 2. Contractor shall review the organization and all its employees, subcontractors, agents, physicians and persons having five percent (5%) or more of direct or indirect ownership or controlling interest of the Contractor for eligibility against the following databases: SAM and the OIG's LEIE respectively to ensure that Ineligible

Persons are not employed or retained to provide services related to this Contract. Contractor shall conduct these reviews before hire or contract start date and then no less than once a month thereafter.

a. SAM can be accessed at <https://www.sam.gov/SAM/>.

b. LEIE can be accessed at <http://oig.hhs.gov/exclusions/index.asp>.

3. If Contractor receives Medi-Cal reimbursement, Contractor shall review the organization and all its employees, subcontractors, agents and physicians for eligibility against the DHCS S&I List to ensure that Ineligible Persons are not employed or retained to provide services related to this Contract. Contractor shall conduct this review before hire or contract start date and then no less than once a month thereafter.

a. S&I List can be accessed at <https://files.medical.ca.gov/pubsdoco/SandILanding.aspx>.

4. Contractor shall certify or attest that no staff member, officer, director, partner or principal, or sub-contractor is "excluded" or "suspended" from any Federal health care program, federally funded contract, state health care program or state funded contract. This certification shall be documented by completing the Attestation Regarding Ineligible/Excluded Persons (**Attachment I**) at time of the initial contract execution and annually thereafter. Contractor shall not certify or attest any excluded person working/contracting for its agency and acknowledges that the County shall not pay the Contractor for any excluded person. The Attestation Regarding Ineligible/Excluded Persons shall be submitted to the following program and address:

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

Or send via email to: [Compliance\\_Questions@dbh.sbcounty.gov](mailto:Compliance_Questions@dbh.sbcounty.gov)

5. Contractor acknowledges that Ineligible Persons are precluded from employment and from providing Federal and State funded health care services by contract with County.
6. Contractor shall have a policy regarding the employment of sanctioned or excluded employees that includes the requirement for employees to notify the Contractor should the employee become sanctioned or excluded by the OIG, General Services Administration (GSA), and/or DHCS.
7. Contractor acknowledges any payment received for an excluded person may be subject to recovery and/or considered an overpayment by DBH/DHCS and/or be the basis for other sanctions by DHCS.
8. Contractor shall immediately notify DBH should an employee become sanctioned or excluded by the OIG, GSA, and/or DHCS.

XX. Health Information System

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

#### XXI. Administrative Procedures

- A. Contractor agrees to adhere to all applicable provisions of:
  - 1. State Notices,
  - 2. DBH Policies and Procedures on Advance Directives, and;
  - 3. County DBH Standard Practice Manual (SPM). Both the State Notices and the DBH SPM are included as a part of this Contract by reference.
- B. Contractor shall have a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, any required State or Federal notices (Deficit Reduction Act), and procedures for reporting unusual occurrences relating to health and safety issues.
- C. All written materials for potential beneficiaries and beneficiaries with disabilities must utilize easily understood language and a format which is typically at 5th or 6th grade reading level, in a font size no smaller than 12 point, be available in alternative formats and through the provision of auxiliary aids and services, in an appropriate manner that takes into consideration the special needs of potential beneficiaries or beneficiaries with disabilities or limited English proficiency and include a large print tagline and information on how to request auxiliary aids and services, including the provision of the materials in alternative formats [42 C.F.R. 438.10(d)(6)(ii)]. The aforementioned written materials may only be provided electronically by the Contractor if all of the following conditions are met:
  - 1. The format is readily accessible;

2. The information is placed in a location on the Contractor's website that is prominent and readily accessible;
  3. The information is provided in an electronic form which can be electronically retained and printed;
  4. The information is consistent with the content and language requirements of this Attachment; and
  5. The beneficiary is informed that the information is available in paper form without charge upon request and Contractor provides it upon request within five (5) business days [42 C.F.R. 438.10(c)(6)].
- D. Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary with disabilities at no cost. Large print means printed in a font size no smaller than 18 point [42 C.F.R. § 438.10(d)(3)].
- E. Contractor shall provide the required information in this section to each beneficiary when first receiving Specialty Mental Health Services and upon request [1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), p. 26, attachments 3 and 4; Cal. Code Regs., tit. 9, § 1810.360(e)].
- F. Provider List
- Contractor shall ensure that staff is knowledgeable of and compliant with State and DBH policy/procedure regarding DBH Provider Directories. Contractor agrees to demonstrate that staff knows how to access Provider List as required by DBH.
- G. Beneficiary Informing Materials
- Contractor shall ensure that staff is knowledgeable of and compliant with State and DBH policy/procedure regarding Beneficiary Informing Materials which includes, but is not limited to the Guide to Medi-Cal Mental Health Services. Contractor shall only use the DBH and DHCS developed and approved handbooks, guides, and notices.
- H. If a dispute arises between the parties to this Agreement concerning the interpretation of any State Notice or a policy/procedure within the DBH SPM, the parties agree to meet with the Director to attempt to resolve the dispute.
- I. State Notices shall take precedence in the event of conflict with the terms and conditions of this Agreement.
- J. In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
- K. Grievance and Complaint Procedures



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

L. Notice of Adverse Benefit Determination Procedures

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

M. Notification of Unusual Occurrences or Incident/Injury Reports

1. Contractor shall notify DBH, within twenty-four (24) hours or next business day, of any unusual incident(s) or event(s) that occur while providing services under this Contract, which may result in reputational harm to either the Contractor or the County. Notice shall be made to the assigned contract oversight DBH Program Manager with a follow-up call to the applicable Deputy Director.
2. Contractor shall submit a written report to DBH within three (3) business days of occurrence on DBH Unusual Occurrence/Incident Report form or on Contractor's own form preapproved by DBH Program Manager or designee.
3. If Contractor is required to report occurrences, incidents, or injuries as part of licensing requirements, Contractor shall provide DBH Program Manager or designee with a copy of report submitted to applicable State agency.
4. Written reports shall not be made via email unless encryption is used.

N. Copyright

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

O. Release of Information

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

P. Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor or subcontractor pursuant to the Agreement shall be considered property of the County upon payment for services. All such items shall be delivered to DBH at the completion of work under the Agreement. Unless otherwise directed by DBH, Contractor may retain copies of such items.

Q. Equipment and Other Property

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

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

- R. Contractor agrees to and shall comply with all requirements and procedures established by the State, County, and Federal Governments, including those for quality improvement, and including, but not limited to, submission of periodic reports to DBH for coordination, contract compliance, and quality assurance.
- S. Travel  
Contractor shall adhere to the County's Travel Management Policy (8-02) when travel is pursuant to this Agreement and for which reimbursement is sought from the County. In addition, Contractor shall, to the fullest extent practicable, utilize local transportation services, including but not limited to Ontario Airport, for all such travel.
- T. Political contributions and lobbying activities are not allowable costs. This includes contributions made indirectly through other individuals, committees, associations or other organizations for campaign or other political purposes. The costs of any lobbying activities however conducted, either directly or indirectly, are not allowable.

## XXII. Laws and Regulations

- A. Contractor agrees to comply with all relevant Federal and State laws and regulations, including, but not limited to those listed below, inclusive of future revisions, and comply with all applicable provisions of:
  - 1. Mental Health Plan (MHP) Contract with the State;
  - 2. California Code of Regulations, Title 9;
  - 3. California Code of Regulations, Title 22;
  - 4. California Welfare and Institutions Code, Division 5;
  - 5. Code of Federal Regulations, Title 42, including, but not limited to, Parts 438 and 455;
  - 6. Code of Federal Regulations, Title 45;
  - 7. United States Code, Title 42, as applicable;
  - 8. Balanced Budget Act of 1997; and
  - 9. Applicable Medi-Cal laws, regulations, including applicable sub-regulatory guidance and contract provisions.
- B. Health and Safety  
Contractor shall comply with all applicable State and local health and safety requirements and clearances for each site where program services are provided under the terms of the Contract:
  - 1. Any space owned, leased or operated by the Contractor and used for services or staff must meet local fire codes.
  - 2. The physical plant of any site owned, leased or operated by the Contractor and used for services or staff is clean, sanitary and in good repair.

3. Contractor shall establish and implement maintenance policies for any site owned, leased, or operated that is used for services or staff to ensure the safety and well-being of beneficiaries and staff.

C. Drug and Alcohol-Free Workplace

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

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

D. Pro-Children Act of 1994

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

E. Privacy and Security

1. Contractor shall comply with all applicable State and Federal regulations pertaining to privacy and security of client information including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), as incorporated in the American Recovery and Reinvestment Act of 2009. Regulations have been promulgated governing the privacy and security of Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) or electronic Protected Health Information (ePHI).
2. In addition to the aforementioned protection of IIHI, PHI and e-PHI, the County requires Contractor to adhere to the protection of Personally Identifiable Information (PII) and Medi-Cal PII. PII includes any information that can be used to search for or identify individuals such as but not limited to name, social security number or date of birth. Whereas Medi-Cal PII is the information that is directly obtained in the course of performing an administrative function on behalf of Medi-

Cal, such as determining or verifying eligibility that can be used alone or in conjunction with any other information to identify an individual.

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

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

- a. Notify DBH Office of Compliance in writing, by mail, fax, or electronically, of such incident no later than one (1) business day and provide DBH Office of Compliance with the following information to include but not limited to:
  - i. Date the potential breach occurred;
  - ii. Date the potential breach was discovered;
  - iii. Number of staff, employees, subcontractors, agents or other third parties and the titles of each person allegedly involved;
  - iv. Number of potentially affected patients/clients; and
  - v. Description of how the potential breach allegedly occurred.
- b. Provide an update of applicable information to the extent known at that time without reasonable delay and in no case later than three (3) calendar days of discovery of the potential breach.
- c. Provide completed risk assessment and investigation documentation to DBH Office of Compliance within ten (10) calendar days of discovery of the potential breach with decision whether a breach has occurred, including the following information:
  - i. The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;
  - ii. The unauthorized person who used PHI or to whom it was made;

- iii. Whether the PHI was actually acquired or viewed; and
- iv. The extent to which the risk to PHI has been mitigated.
- d. Contractor is responsible for notifying the client and for any associated costs that are not reimbursable under this Contract, if a breach has occurred. Contractor must provide the client notification letter to DBH for review and approval prior to sending to the affected client(s).
- e. Make available to the County and governing State and Federal agencies in a time and manner designated by the County or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a potential breach for the purposes of audit or should the County reserve the right to conduct its own investigation and analysis.

F. Program Integrity Requirements

1. General Requirement

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

- a. If Contractor identifies an issue or receives notification of a complaint concerning an incident of possible fraud, waste, or abuse, Contractor shall immediately notify DBH; conduct an internal investigation to determine the validity of the issue/complaint; and develop and implement corrective action if needed.
- b. If Contractor's internal investigation concludes that fraud or abuse has occurred or is suspected, the issue if egregious, or beyond the scope of the Contractor's ability to pursue, the Contractor shall immediately report to the DBH Office of Compliance for investigation, review and/or disposition.
- c. Contractor shall immediately report to DBH any overpayments identified or recovered, specifying the overpayments due to potential fraud.
- d. Contractor shall immediately report any information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility, including changes in the beneficiary's residence or the death of the beneficiary.
- e. Contractor shall immediately report any information about a change in contractor's or contractor's staff circumstances that may affect eligibility to participate in the managed care program.
- f. Contractor shall implement and maintain processes or procedures designed to detect and prevent fraud, waste or abuse that includes provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered by Contractor were actually furnished to beneficiaries, demonstrate the results to DBH, and apply such

verification procedures on a regular basis.

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

2. Compliance Plan and Program

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

Contractor's Compliance Program must include the following elements:

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

b. Policies and Procedures

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

- i. Contractor shall establish and implement procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they arise, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under the Contract.
- ii. Contractor shall implement and maintain written policies for all DBH funded employees, and of any contractor or agent, that provide detailed information about the False Claims Act and other Federal and State laws, including information about rights of employees to be protected as whistleblowers.
- iii. Contractor shall maintain documentation, verification or acknowledgement that the Contractor's employees,



subcontractors, interns, volunteers, and members of Board of Directors are aware of these Policies and Procedures and the Compliance Program.

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

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

Or send via email to: [Compliance\\_Questions@dbh.sbcounty.gov](mailto:Compliance_Questions@dbh.sbcounty.gov)

- c. Code of Conduct

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

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

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

Or send via email to: [Compliance\\_Questions@dbh.sbcounty.gov](mailto:Compliance_Questions@dbh.sbcounty.gov).

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

- d. Excluded/Ineligible Persons

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

- e. Internal Monitoring and Auditing

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

- i. Contractor shall take reasonable precaution to ensure that the coding of health care claims and billing for same are prepared and submitted in an accurate and timely manner and are consistent with

Federal, State and County laws and regulations as well as DBH's policies and/or agreements with third party payers. This includes compliance with Federal and State health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or its agents.

- ii. Contractor shall not submit false, fraudulent, inaccurate, or fictitious claims for payment or reimbursement of any kind.
  - iii. Contractor shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, Contractor shall use only correct billing codes that accurately describe the services provided.
  - iv. Contractor shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified by the County, Contractor, outside auditors, etc.
  - v. Contractor shall ensure all employees/service providers maintain current licensure/credential/registration/waiver status as required by the respective licensing Board, applicable governing State agency(ies) and Title 9 of the California Code of Regulations.
  - vi. Should Contractor identify improper procedures, actions, or circumstances, including fraud/waste/abuse and/or systemic issue(s), Contractor shall take prompt steps to correct said problem(s). Contractor shall report to DBH Office of Compliance and Fiscal Administration any overpayments discovered as a result of such problems no later than five (5) business days from the date of discovery, with the appropriate documentation, and a thorough explanation of the reason for the overpayment. Prompt mitigation, corrective action and reporting shall be in accordance with the DBH Overpayment Policy (COM0954), which has been provided or will be provided to Contractor at its request.
- f. Response to Detected Offenses
- Contractor shall respond to and correct detected health care program offenses relating to this Contract promptly. Contractor shall be responsible for developing corrective action initiatives for offenses to mitigate the potential for recurrence.
- g. Compliance Training
- Contractor is responsible for ensuring its Compliance Officer, and the agency's senior management, employees and contractors attend trainings regarding Federal and State standards and requirements. The Compliance Officer must attend effective training and education related to compliance, including but not limited to, seven elements of a compliance program and

fraud, waste, and abuse. Contractor is responsible for conducting and tracking Compliance Training for its agency staff. Contractor is encouraged to attend DBH Compliance trainings, as offered and available.

h. Enforcement of Standards

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

i. Communication

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

j. Subpoena

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

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

G. Sex Offender Requirements

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

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

XXIII. Patients' Rights

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

XXIV. Confidentiality

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

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

XXV. Admission Policies

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

XXVI. Medical Records/Protected Health Information

- A. Contractor agrees to maintain and retain medical records according to the following:
  - 1. The minimum maintenance requirement of medical records is:
    - a. The information contained in the medical record shall be confidential and shall be disclosed only to authorized persons in accordance to local, State and Federal laws.
    - b. Documents contained in the medical record shall be written legibly in ink or typewritten, be capable of being photocopied and shall be kept for all clients accepted for care or admitted, if applicable.
    - c. If the medical record is electronic, the Contractor shall make the computerized records accessible for the County's review.

2. The minimum contractual requirement for the retention of medical records is:
  - a. For adults and emancipated minors, ten (10) years following discharge (last date of service), the final date of the contract period or from the date of completion of any audit, whichever is later;
  - b. For unemancipated minors, a minimum of ten (10) years after they have attained the age of 18, but in no event less than ten (10) years following discharge (last date of service), the final date of the contract period or from the date of completion of any audit, whichever is later.
  - c. County shall be informed within three (3) business days, in writing, if client medical records are defaced or destroyed prior to the expiration of the required retention period.
- B. Should patient/client records be misplaced and cannot be located after the Contractor has performed due diligence, the Contractor shall report to DBH as a possible breach of PHI in violation of HIPAA. Should the County and Contractor determine the chart cannot be located, all billable services shall be disallowed/rejected.
- C. Contractor shall ensure that all patient/client records are stored in a secure manner and access to records is limited to those employees of Contractor who have a business need. Security and access of records shall occur at all times, during and after business hours.
- D. Contractor agrees to furnish duly authorized representatives from the County and the State access to patient/client records.
- E. The IIHI or PHI under this Contract shall be and remain the property of the County. The Contractor agrees that it acquires no title or rights to any of the types of client information.
- F. The County shall store the medical records for all the Contractor's County funded clients when a Contract ends its designated term, a Contract is terminated, a Contractor relinquishes its contracts or if the Contractor ceases operations.
  1. Contractor shall deliver to DBH all data, reports, records and other such information and materials (in electronic or hard copy format) pertaining to the medical records that may have been accumulated by Contractor or subcontractor under this Contract, whether completed, partially completed or in progress within seven (7) calendar days of said termination/end date.
  2. Contractor shall be responsible for the boxing, indexing and delivery of any and all records that will be stored by DBH Medical Records Unit. Contractor shall arrange for delivery of any and all records to DBH Medical Records Unit within seven (7) calendar days (this may be extended to thirty (30) calendar days with approval of DBH) of cessation of business operations.
  3. Should the Contractor fail to relinquish the medical records to the County, the County shall report the Contractor and its qualified professional personnel to the applicable licensing or certifying board(s).
  4. Contractor shall maintain responsibility for the medical records of non-county funded clients.

#### XXVII. Transfer of Care

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

#### XXVIII. Quality Assurance/Utilization Review

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

#### XXIX. Independent Contractor Status

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

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

#### XXX. Subcontractor Status

- A. If Contractor intends to subcontract any part of the services provided under this Contract to an individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Contractor who is performing services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor, Contractor must 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.

XXXI. Attorney Costs & Fees

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

XXXII. Indemnification and Insurance

A. Indemnification

Contractor agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

B. Additional Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional

insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

C. Waiver of Subrogation Rights

Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

D. Policies Primary and Non-Contributory

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

E. Severability of Interests

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

F. Proof of Coverage

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

G. Acceptability of Insurance Carrier

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

H. Deductibles and Self-Insured Retention

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

I. Failure to Procure Coverage

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

Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

J. Insurance Review

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

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

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

K. Insurance Specifications

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

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

1. Workers' Compensation/Employers Liability

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

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

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

2. Commercial/General Liability Insurance

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

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

3. Automobile Liability Insurance

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

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

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

4. Umbrella Liability Insurance

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

5. Cyber Liability Insurance

Cyber Liability Insurance with limits of not less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

L. Professional Services Requirements

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

or

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

or

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

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

XXXIII. Nondiscrimination

A. General

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

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

B. Americans with Disabilities Act/Individuals with Disabilities

Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto. Contractor shall report to the applicable DBH Program Manager if its

offices/facilities have accommodations for people with physical disabilities, including offices, exam rooms, and equipment.

C. Employment and Civil Rights

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

1. Equal Employment Opportunity Program

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

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

2. Civil Rights Compliance

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

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

D. Sexual Harassment

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

- E. Contractor shall not discriminate against beneficiaries on the basis of health status or need for health care services, pursuant to 42 C.F.R. Section 438.6(d)(3).
- F. Contractor shall not discriminate against Medi-Cal eligible individuals who require an assessment or meet medical necessity criteria for specialty mental health services on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability and will not use any policy or practice that has the effect of discriminating on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability [42 C.F.R. § 438.3(d)(4)].

G. Policy Prohibiting Discrimination, Harassment, and Retaliation

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

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

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

- 2. Contractor shall comply with 45 C.F.R. § 160.316 to refrain from intimidation or retaliation. Contractors may not threaten, intimidate, coerce, harass, discriminate against, or take any other retaliatory action against any individual or other person for:
  - a) Filing of a complaint
  - b) Testifying, assisting, or participating in an investigation, compliance review, proceeding, or hearing

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

XXXIV. Contract Amendments

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

XXXV. Assignment

- A. This Agreement shall not be assigned by Contractor, either in whole or in part, without the prior written consent of the Director.
- B. This Contract and all terms, conditions and covenants hereto shall insure to the benefit of, and binding upon, the successors and assigns of the parties hereto.
- C. If the ownership of the Contractor changes, both the licensee and the applicant for the new license shall, prior to the change of ownership, provide the State and DBH with written documentation stating:
  - 1. That the new licensee shall have custody of the clients' records and that these records or copies shall be available to the former licensee, the new licensee and the County; or
  - 2. That arrangements have been made by the licensee for the safe preservation and the location of the clients' records, and that they are available to both the new and former licensees and the County; or
  - 3. The reason for the unavailability of such records.

XXXVI. Legality and Severability

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

XXXVII. Improper Consideration

- A. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.
- B. The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee, or agent of the County with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension, or evaluation process once a Contract has been awarded.



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

XXXVIII. Venue

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

XXXIX. Conclusion

- A. This Agreement consisting of sixty-two (62) pages, Schedules, Addenda, and Attachments inclusive is the full and complete document describing the services to be rendered by Contractor to the County, including all covenants, conditions and benefits.
- B. IN WITNESS WHEREOF, the Board of Supervisors of San Bernardino County has caused this Agreement to be subscribed by the Clerk thereof, and Contractor has caused this Agreement to be subscribed on its behalf by its duly authorized officers, the day, month, and year first above written.

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

SAN BERNARDINO COUNTY

*Dawn Rowe*

Dawn Rowe, Chair, Board of Supervisors

Dated: **SEP 24 2024**

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

*Lynna Monelli*  
Clerk of the Board of Supervisors  
of San Bernardino County

By *[Signature]*  
Deputy



ADMINISTRATIVE AGENT REVIEW AND ACCEPTANCE

Date: 9/18/2024  
By: Richard De Nava

Authorized Signature  
Name, Title, Department  
SAN BERNARDINO COUNTY SUPERINTENDENT  
OF SCHOOLS, Administrative Agent for the California  
Association of Health and Educational Linked  
Professions, JPA  
California Association of Health and  
Educational Linked Professions, JPA

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

By *Pamela Bender*  
(Authorized signature - sign in blue ink)

Name Pamela Bender  
(Print or type name of person signing contract)

Title Chief Executive Officer  
(Print or Type)

Dated: 9/18/2024

17800 Highway 18

Address Apple Valley, CA. 92307

FOR COUNTY USE ONLY

Approved by Legal Form

*Dawn Martin*

Dawn Martin, Deputy County Counsel

Date 9/18/2024

Reviewed for Contract Compliance

*Ellayna Hoatson*

Ellayna Hoatson, Contracts Supervisor

Date 9/18/2024

Reviewed and Approved by Department

*Georgina Yoshioka*

Georgina Yoshioka, Director

Date 9/18/2024

SCHEDULE A - Planning Estimates

SAN BERNARDINO COUNTY

DEPARTMENT OF BEHAVIORAL HEALTH

SCHEDULE A & B

California Association of  
Health and Education Linked  
Professions, JPA (CAHELP)  
(Desert Mountain Children's  
Center)

Contractor Name:

Actual Cost Contract (cost reimbursement)

Provider RU #

Contract/RFPP#

FY 2024 - 2025

Prepared by: Thomas Flores  
Title: Manager Fiscal Services

October 1, 2024 - June 30, 2025

Address:

Date Form Completed:

Date Form Revised:

LINE	MODE OF SERVICE	Early Intervention Services					Prevention Services		TOTAL
#	SERVICE FUNCTION	Case Mgmt and ICC (01-09)	Mental Health Services (10-50)	Intensive Home Based Services (57)	Medication Support (60)	Crisis Intervention (70)	Client Flexible Support (72)	Non-Medi-Cal Client Support (76)	
1	100%	7.00%	37.88%	0.01%	0.01%	0.60%		4.65%	
1	Distribution %	7.00%	37.88%	0.01%	0.01%	0.60%	0.01%	4.65%	
EXPENSES									
2	SALARIES	0	94,776	1,191,059	135	6,770		60,927	1,353,802
3	BENEFITS	0	48,186	605,559	89	69		30,977	688,301
	(2+3 must equal total staffing costs)								
4	OPERATING EXPENSES	0	142,962	1,796,618	204	3,442	0	91,904	2,042,103
5	TOTAL EXPENSES (2+3+4)	0	21,485	270,007	31	1,535	31	13,812	308,931
	AGENCY REVENUES	0	164,447	2,066,625	235	11,748	31	105,716	2,349,034
6	PATIENT FEES								0
7	PATIENT INSURANCE								0
8	MEDICARE								0
9	GRANTS/OTHER	46,290	581,728	66	66	3,306	0	0	631,467
10	TOTAL AGENCY REVENUES (6+7+8+9)	46,290	581,728	66	66	3,306	0	0	631,467
11	CONTRACT AMOUNT (5-10)	0	118,157	1,484,896	169	8,440	31	105,716	1,717,577
FUNDING									
12	85.00%	0	47,952	602,623	69	3,426			654,137
13	MEDI-CAL (FFP)								
14	PEI Matching Funds (BHSA)		47,952	602,623	69	3,425			654,137
15	Provider Matching Funds	61,782.00	4,526	56,917	6	323			61,782
16	Prevention & Early Intervention (Non-Medi-Cal)	55.30%	10,511	132,090	15	751	18	62,663	208,093
17	FIRST-5 (Non-Medi-Cal)	46.70%	7,213	90,644	10	515	12	43,022	141,428
18	FUNDING TOTAL	0	118,157	1,484,896	169	8,440	31	105,716	1,717,577
19	NET COUNTY FUNDS (Local Cost) MUST = ZERO	0	0	0	0	0	0	0	0
20	STATE FUNDING (Including Realignment)		65,876	825,357	94	4,691	31	105,716	1,001,658
21	AGENCY FUNDING (non-DBH)		4,526	56,917	6	323	0	0	61,782
22	FEDERAL FUNDING		47,952	602,623	69	3,425	0	0	654,137
23	TOTAL FUNDING	0	118,157	1,484,896	169	8,440	31	105,716	1,717,577
24	TARGET COST PER UNIT OF SERVICE		\$1.89	\$2.21	\$2.21	\$3.00			
25	UNITS OF TIME (Days (Mode 05) / Minutes (Mode 15))		70,062	670,842	76	3,559			744,586

APPROVED:

Pamela Bender  
Pamela Bender (Aug 22, 2024 10:29 AM)

Aug 22, 2024

Anthony Altamirano  
Anthony Altamirano (Aug 22, 2024 10:40 PM)

Aug 22, 2024

Allison Cunningham LCSW SPM

Aug 23, 2024

Pamela Bender

Anthony Altamirano

Allison Cunningham

PROVIDER AUTHORIZED SIGNER (PRINT NAME)

DBH FISCAL SERVICES (PRINT NAME)

DBH PROGRAM MANAGER (PRINT NAME)

PREPARED BY: Michael Guerrero

DBH FISCAL SERVICES



SCHEDULE A & B

SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH  
STAFFING DETAIL

Schedule B

FY 2024 - 2025

October 1, 2024 - June 30, 2025

(9 months)

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

CONTRACTOR NAMI California Association of Health and Education Linked Professions, JPA (CAHELP) (Desert I)

Name	Degree/ License	Position Title	If Staff Position is Not Clinical FTE Providing SMHS. change to "N"	D/H/C (1)	Full Time Annual Salary*	Full Time Fringe Benefits*	Total Full Time Salaries & Benefits*	% Cost Allocated Contract Services	Total Salaries and Benefits Charged to Contract Services	Budgeted Hours of Contract Services	Total Salaries Charged to Contract Services	Total Benefits Charged to Contract Services
EG063		ACCOUNTING TECHNICIAN	N	D	67,889	37,421	105,310	35%	36,858		23,761	13,097
EG152	MFT/LMFT/LCSW/MS/BS/BA	BHC I	Y	D	90,263	44,427	134,690	100%	134,690		90,263	44,427
EG157	MFT/LMFT/LCSW/MS/BS/BA	BHC I	Y	D	81,683	38,096	119,780	15%	17,967		12,252	5,714
EG208	MFT/LMFT/LCSW/MS/BS/BA	BHC I	Y	D	83,979	42,550	126,529	100%	126,529		83,979	42,550
EG018	LMFT OR LCSW	BHC SUPERVISOR	Y	D	144,573	61,826	206,399	3%	6,192		4,337	1,855
EG043	LMFT OR LCSW	BHC SUPERVISOR	Y	D	131,000	55,593	186,598	13%	24,258		17,030	7,228
EG201	LMFT OR LCSW	BHC SUPERVISOR	Y	D	136,197	59,164	195,361	15%	29,304		20,430	8,875
EG727		DMC CHILDREN'S SERVICES SN	N	D	51,728	32,318	84,047	15%	12,607		7,759	4,848
EG164		DMCC MANAGER	N	D	83,993	31,321	115,314	40%	46,126		33,597	12,528
EG970		DMCC MANAGER	N	D	80,226	41,256	121,482	40%	48,593		32,090	16,502
EG171	MFT/LMFT/LCSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D	73,542	39,119	112,661	20%	22,532		14,708	7,824
EG177	MFT/LMFT/LCSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D	67,748	35,668	103,616	100%	103,616		67,748	35,668
EG196	MFT/LMFT/LCSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D	72,527	38,824	111,350	100%	111,350		72,527	38,824
EG501	MFT/LMFT/LCSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D	70,480	38,267	108,727	100%	108,727		70,480	38,267
EG510	MFT/LMFT/LCSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D	66,623	35,117	101,740	100%	101,740		66,623	35,117
EG529	MFT/LMFT/LCSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D	74,667	39,505	114,172	100%	114,172		74,667	39,505
EG543	MFT/LMFT/LCSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D	69,082	26,554	95,636	100%	95,636		69,082	26,554
EG552	MFT/LMFT/LCSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D	67,957	37,471	105,428	100%	105,428		67,957	37,471
EG553	MFT/LMFT/LCSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D	71,402	37,348	98,750	100%	98,750		71,402	37,348
EG561	MFT/LMFT/LCSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D	70,480	38,279	108,738	100%	108,738		70,480	38,279
EG573	MFT/LMFT/LCSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D	66,623	37,085	103,709	100%	103,709		66,623	37,085
EG577	MFT/LMFT/LCSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D	67,957	37,358	105,315	100%	105,315		67,957	37,358
EG578	MFT/LMFT/LCSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D	69,082	37,840	106,922	100%	106,922		69,082	37,840
EG049		OFFICE SPECIALIST II	N	D	51,728	32,291	84,020	12%	10,082		6,207	3,875
EG243		OFFICE SPECIALIST II	N	D	57,587	32,506	90,093	50%	45,047		28,794	16,253
EG246		OFFICE SPECIALIST II	N	D	44,593	28,109	72,701	40%	29,081		17,837	11,243
EG248		OFFICE SPECIALIST II	N	D	54,331	33,135	87,466	19%	15,744		9,780	5,964
EG743		OFFICE SPECIALIST II	N	D	57,047	32,664	89,711	15%	13,457		8,557	4,900
EG966		OFFICE SPECIALIST II	N	D	44,593	28,109	72,701	100%	72,701		44,593	28,109
EG069	LMFT OR LCSW	PROGRAM MANAGER	Y	D	153,838	63,708	217,546	10%	21,755		15,384	6,371
EG019	MFT/LMFT/LCSW/MS/BS/BA	PROGRAM SPECIALIST	Y	D	136,731	47,491	184,222	35%	64,478		47,856	16,622
							0		0		0	0
									1,353,802		688,301	

TOTAL COST:	2,042,099
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\*Clinical Therapists are contracted employees that are part time but 85% their time is towards the MH services  
Detail of Fringe Benefits: Employer FICA/Medicare, Workers Compensation,  
Unemployment, Vacation Pay, Sick Pay, Pension and Health Benefits

(1) Input "D" to indicate a direct staffing position and input "I" for an indirect staffing position

Note, administrative and clerical staff are normally treated as indirect cost. For any administrative or clerical staff that are identified as direct, please ensure the required documentation is maintained to fill CFR 200.413 (c)(1) - (4)

(2) Contracted positions need to be Clinical positions only. Any Non-clinical contracted position need to be included on the Operating Expense schedule only.



**SCHEDULE A & B**

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

Contractor Name: California Association of Health and  
Provider RU# 36CGE  
Contract/RFP# 22-148  
Address: 17800 Highway 18  
Apple Valley, CA 92307  
Date Form Completed: 7/26/2024

FY 2024 - 2025

Prepared by: Thomas Flores  
Title: Manager, Fiscal Services

**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.**

**October 1, 2024 - June 30, 2025**

ITEM	TOTAL COST TO ORGANIZATION	% CHARGED TO OTHER FUNDING SOURCE	TOTAL COST TO OTHER FUNDING SOURCE	PERCENT CHARGED TO PROGRAM	TOTAL COST TO PROGRAM
1 Materials	\$1,000	0%	\$0	100%	\$1,000
2 Supplies	\$1,908	0%	\$0	100%	\$1,908
3 Equipment and Furniture	\$1,519	0%	\$0	100%	\$1,519
4 Computer Maintenance	\$59,372	0%	\$0	100%	\$59,372
5 Mileage and Phone Stipends	\$20,605	0%	\$0	100%	\$20,605
6 Staff Development	\$5,213	0%	\$0	100%	\$5,213
7 Utilities	\$5,357	0%	\$0	100%	\$5,357
8 Rent and Lease Building	\$16,733	0%	\$0	100%	\$16,733
9 Rent and Lease Equipment	\$3,377	0%	\$0	100%	\$3,377
10 Maintenance and Repairs	\$4,106	0%	\$0	100%	\$4,106
11 Dues and Subscriptions	\$225	0%	\$0	100%	\$225
12 Professional Services	\$16,649	0%	\$0	100%	\$16,649
13 Other Services	\$5,762	0%	\$0	100%	\$5,762
14 Indirect Cost	\$165,105	0%	\$0	100%	\$165,105
15		100%	\$0		\$0
<b>SUBTOTAL B:</b>	\$306,931		\$0		\$306,931
<b>GROSS COSTS TOTAL STAFFING AND OPERATING EXPENSES:</b>					\$2,349,030

SCHEDULE A & B

SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
SCHEDULE B  
BUDGET NARRATIVE  
FY 2024 - 2025

Contractor Name: California Association of Health and  
Provider RU# 36CGE  
Contract/RFP# 22-148  
Address: 17800 Highway 18  
Apple Valley, CA 92307  
Date Form Completed: 7/26/2024

Prepared by: Thomas Flores  
Title: Manager, Fiscal Services

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.

October 1, 2024 - June 30, 2025

ITEM	Justification of Cost
1 Materials	The costs for materials include direct services, incentives, food for community events, and other items used to facilitate various therapies and other supports to clients, family members, and caregivers including goods, services, and other items necessary for daily living.
2 Supplies	The costs for supplies include general program support and other items necessary for daily living related to operating the program.
3 Equipment and Furniture	The costs include office equipment, printers, copiers, and furniture related to operating the program.
4 Computer Maintenance	Computers, software, peripherals, and other related expenses. costs for use and support of various software programs. information technology network user fees.
5 Mileage and Phone Stipends	Mileage paid to staff traveling for service and business related purposes. mileage paid at standard IRS mileage rate and cell phone stipends paid according to policy.
6 Staff Development	These costs include training services providers, administrators, and support staff.
7 Utilities	Natural gas, electricity, water services, professional cleaning, waste disposal, pest control, cable, telephone service, and other related expenses. the amount was computed based on historical trend analysis.
8 Rent and Lease Building	Classroom and building leases are calculated based on FTE servicing this program. total rent/building cost times the program FTE percentage is the amount charged to the program for each region.
9 Rent and Lease Equipment	Equipment leases are calculated based on FTE servicing this program. total equipment cost times the program FTE percentage is the amount charged to the program.
10 Maintenance and Repairs	These costs include maintenance and related costs for buildings and equipment. we used historical costs to approximate costs and then direct charge actuals to this program.
11 Dues and Subscriptions	These costs include board approved organizational and individual memberships.
12 Professional Services	These costs include general services for administrative or instructional purposes provided by an outside vendor for additional support.
13 Other Services	These costs include jet mail and warehouse delivery services, postage, duplication services and imprinted promotional items.
14 Indirect Cost	An indirect cost rate is set by the California Department of Education. The state approved indirect cost rate for fiscal year 2024/25 is 7.56% and is applied to actual program expenses. Indirect costs are costs not identified by any one program or cost center. The indirect cost is the sum of program expenditures (salaries/benefits and operating costs, with minor exceptions) times the indirect cost rate. The indirect cost rate is well below the county maximum of 15%.
15	



SCHEDULE A & B

SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
SCHEDULE B  
FY 2024 - 2025  
Service Projections (Mode 15)

Contractor Name: California Association of Health and Education Union/Professional Staff Caucus/County of San Bernardino

Provider RU# 36CGE

Contract/RFP# 22-148

Address: 17600 Highway 18  
Apple Valley, CA 92307

Date Form Completed: 7/26/2024

Date Form Revised:

Productivity Expectation: 60%

Agency Per Min Rates:

CM Rate per Min. \$3.20

MHS Rate/Min \$4.20

MSS Rate/Min \$5.70

Crisis Rate/Min \$4.50

Target Cost Per Unit of Service \$1.69

\$2.21

\$3.00

\$2.37

ALL YELLOW HIGHLIGHTED AREAS REQUIRE INPUT BY PROVIDER

MONTH	Estimated Units of Service (Minutes)	Planned Clinical FTE's	Projected Revenue Generated by Service Type					Crisis Intervention (70)	Clients Served		
			Case Management and ICC (01-09)	Mental Health Services (10-50)	Intensive Home Based Services (57)	Medication Support (60)			Admissions (Episodes Opened)	Discharges (Episodes Closed)	Monthly Census
Jul-24		15.11	\$0	\$0	\$0	\$0	\$0	\$0			115
Aug-24		15.11	\$0	\$0	\$0	\$0	\$0	\$0			115
Sep-24		15.11	\$0	\$0	\$0	\$0	\$0	\$0			115
Oct-24	82,733	15.11	\$13,129	\$164,988	\$19	\$19	\$938	\$938	31	32	114
Nov-24	82,733	15.11	\$13,129	\$164,988	\$19	\$19	\$938	\$938	29	25	118
Dec-24	82,733	15.11	\$13,129	\$164,988	\$19	\$19	\$938	\$938	25	18	125
Jan-25	82,733	15.11	\$13,129	\$164,988	\$19	\$19	\$938	\$938	23	25	123
Feb-25	82,733	15.11	\$13,129	\$164,988	\$19	\$19	\$938	\$938	30	35	118
Mar-25	82,733	15.11	\$13,129	\$164,988	\$19	\$19	\$938	\$938	27	28	117
Apr-25	82,733	15.11	\$13,129	\$164,988	\$19	\$19	\$938	\$938	22	15	124
May-25	82,733	15.11	\$13,129	\$164,988	\$19	\$19	\$938	\$938	14	17	121
Jun-25	82,733	15.11	\$13,129	\$164,988	\$19	\$19	\$938	\$938	6	9	118
TOTAL	744,595		\$118,157	\$1,484,896	\$169	\$169	\$8,440	\$8,440	207	204	
Total Revenue									Unduplicated Clients Served		
									322		
									Estimated Cost Per Client: \$5,006		



SCHEDULE A &B

15-Outpatient	15-Outpatient	15-Outpatient	15-Outpatient	15-Outpatient	
Case Management	Mental Health Services	Medication Support Services	Crisis Intervention	TOTAL	

Total Minutes of Services  
Total Monthly Minutes of Services (Average)  
Dosage (minutes) per client per month  
Dosage (hours) per client per month

Total Hours Per Unduplicated Client for Duration of the Program: 104.65

Avg Monthly Census	Expected Length of Program (months)
119	12

SCHEDULE A - Planning Estimates

SAN BERNARDINO COUNTY

DEPARTMENT OF BEHAVIORAL HEALTH

SCHEDULE A & B

California Association of  
Health and Education Linked  
Professions, JPA (CAHELP)  
(Desert Mountain Children's  
Center)

Contractor Name:

Actual Cost Contract (cost reimbursement)

Prepared by: Thomas Flores  
Title: Manager, Fiscal Services

FY 2025 - 2026  
July 1, 2025 - June 30, 2026

Early Identification and Intervention Services  
(EIIS)

Provider RU #

Contract/RFF#

Address:

Date Form Completed:

Date Form Revised:

LINE	MODE OF SERVICE	Early Intervention Services					Prevention Services			TOTAL
		15-Outpatient					60 - Client Support			
		Case Mgmt and ICC (01-09)	Mental Health Services (10-50)	Intensive Home Based Services (51)	Medication support (60)	Crisis Intervention (70)	Client Flexible Support (72)	Non-Medi-Cal client Support (78)		
#	SERVICE FUNCTION									
1	100% Distribution %	7.00%	88.43%	0.01%	0.01%	0.50%		4.00%		
1	100% Distribution %	7.00%	88.47%	0.01%	0.01%	0.50%	0.01%	4.00%		
EXPENSES										
2	SALARIES	0	132,888	1,676,957	190	190	9,478		75,820	1,895,320
3	BENEFITS	0	87,480	852,598	96	96	4,819		38,549	963,618
	(2+3 must equal total staffing costs)	0	200,148	2,529,555	286	286	14,298	0	114,369	2,858,938
4	OPERATING EXPENSES	0	30,079	380,156	43	43	2,149	43	17,188	428,700
5	TOTAL EXPENSES (2+3+4)	0	230,225	2,908,711	329	329	16,445	43	131,557	3,288,838
AGENCY REVENUES										
6	PATIENT FEES									0
7	PATIENT INSURANCE									0
8	MEDI-CARE									0
9	GRANTS/OTHER		71,248	900,447	102	102	5,089		21,550	998,535
10	TOTAL AGENCY REVENUES (6+7+8+9)	0	71,248	900,447	102	102	5,089	0	21,550	998,535
11	CONTRACT AMOUNT (5-10)	0	158,979	2,009,264	227	227	11,356	43	110,007	2,290,103
FUNDING										
Mix %		Charge %								
12	85.00%	0	84,562	816,976	92	92	4,612			885,335
13										
14	PEI Matching Funds (BHSA)		84,562	816,976	92	92	4,612			885,335
15	Provider Matching Funds		6,007	75,923	9	9	429			82,376
16	Prevention & Early Intervention (Non-Medi-Cal)		18,702	238,372	27	27	1,338	34	86,276	342,773
17	FIRST-5 (Non-Medi-Cal)		5,144	65,018	7	7	367	9	23,731	64,285
18	FUNDING TOTAL	0	158,979	2,009,264	227	227	11,356	43	110,007	2,290,103
19	NET COUNTY FUNDS (Local Cost) MUST = ZERO	0	0	0	0	0	0	0	0	0
20	STATE FUNDING (Including Realignment)	0	88,409	1,117,366	126	126	6,315	43	110,007	1,322,392
21	AGENCY FUNDING (non-DBH)	0	6,007	75,923	9	9	429	0	82,376	0
22	FEDERAL FUNDING	0	84,562	816,976	92	92	4,612	0	885,335	0
23	TOTAL FUNDING	0	158,979	2,009,264	227	227	11,356	43	110,007	2,290,103
24	TARGET COST PER UNIT OF SERVICE		\$2.27	\$2.68	\$2.98	\$4.04	\$3.19			
25	UNITS OF TIME (Days (Mode 05) / Minutes (Mode 15))		70,062	874,655	76	56	3,559			748,408

APPROVED:

Pamela Bender

PROVIDER AUTHORIZED SIGNATURE

Aug 22, 2024

DATE

Anthony Altamirano

DBH FISCAL SERVICES

Aug 22, 2024

DATE

Allison Cunningham LCSW SPM

Aug 26, 2024

DATE

Pamela Bender

Anthony Altamirano

DBH FISCAL SERVICES

Allison Cunningham

DBH PROGRAM MANAGER

PREPARED BY: Michael Guerrero  
DBH FISCAL SERVICES



SCHEDULE A & B

SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH

STAFFING DETAIL

FY 2025 - 2026

July 1, 2025 - June 30, 2026

(12 months)

Schedule B

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

CONTRACTOR NAME: California Association of Health and Education Linked Professions, JPA (CAHELP) (Desert Mountain)

Name	Degree/ License	Position Title	If Staff Position is not Clinical FTE Providing SMHS, change to "N"	DIIC <sup>(1)</sup>	Full Time Annual Salary*	Full Time Fringe Benefits*	Total Full Time Salaries & Benefits*	% Cost Allocated Contract Services	Total Salaries and Benefits Charged to Contract Services	Budgeted Hours of Contract Services	Total Salaries Charged to Contract Services	Total Benefits Charged to Contract Services
EG063		ACCOUNTING TECHNICIAN	N	D	95,045	52,389	147,434	35%	51,602		33,266	18,336
EG157	NFTLMFTLCWSWMS BS BA	BHC I	Y	D	114,357	53,335	167,692	15%	25,154		17,154	8,000
EG152	NFTLMFTLCWSWMS BS BA	BHC I	Y	D	126,369	62,198	188,567	100%	188,567		126,369	62,198
EG208	NFTLMFTLCWSWMS BS BA	BHC I	Y	D	117,571	59,570	177,141	100%	177,141		117,571	59,570
EG018	LMFT OR LC SW	BHC SUPERVISOR	Y	D	202,402	86,557	288,959	3%	8,669		6,072	2,597
EG043	LMFT OR LC SW	BHC SUPERVISOR	Y	D	183,399	77,838	261,237	13%	33,951		23,842	10,119
EG201	LMFT OR LC SW	BHC SUPERVISOR	Y	D	190,676	82,829	273,505	15%	41,026		28,601	12,424
EG127		DM CHILDREN'S SERVICES SPECIALIST	N	D	72,420	45,246	117,666	15%	17,660		10,863	6,787
EG164		DMCC MANAGER	N	D	117,591	43,849	161,440	40%	64,576		47,036	17,540
EG070		DMCC MANAGER	N	D	112,318	57,758	170,074	40%	68,030		44,926	23,103
EG171	NFTLMFTLCWSWMS BS BA	INTERVENTION SPECIALIST	Y	D	102,959	54,766	157,725	20%	31,545		20,592	10,953
EG177	NFTLMFTLCWSWMS BS BA	INTERVENTION SPECIALIST	Y	D	94,848	50,215	145,063	100%	145,063		94,848	50,215
EG196	NFTLMFTLCWSWMS BS BA	INTERVENTION SPECIALIST	Y	D	101,537	54,353	155,890	100%	155,890		101,537	54,353
EG010	NFTLMFTLCWSWMS BS BA	INTERVENTION SPECIALIST	Y	D	98,643	53,574	152,217	100%	152,217		98,643	53,574
EG543	NFTLMFTLCWSWMS BS BA	INTERVENTION SPECIALIST	Y	D	99,273	49,163	148,436	100%	148,436		99,273	49,163
EG553	NFTLMFTLCWSWMS BS BA	INTERVENTION SPECIALIST	Y	D	96,714	37,175	133,889	100%	133,889		96,714	37,175
EG561	NFTLMFTLCWSWMS BS BA	INTERVENTION SPECIALIST	Y	D	99,962	38,287	138,249	100%	138,249		99,962	38,287
EG573	NFTLMFTLCWSWMS BS BA	INTERVENTION SPECIALIST	Y	D	98,643	53,590	152,233	100%	152,233		98,643	53,590
EG577	NFTLMFTLCWSWMS BS BA	INTERVENTION SPECIALIST	Y	D	93,273	51,919	145,192	100%	145,192		93,273	51,919
EG578	NFTLMFTLCWSWMS BS BA	INTERVENTION SPECIALIST	Y	D	95,139	52,302	147,441	100%	147,441		95,139	52,302
EG529	NFTLMFTLCWSWMS BS BA	INTERVENTION SPECIALIST	Y	D	96,714	52,976	149,690	100%	149,690		96,714	52,976
EG552	NFTLMFTLCWSWMS BS BA	INTERVENTION SPECIALIST	Y	D	104,534	55,307	159,841	100%	159,841		104,534	55,307
EG743		OFFICE SPECIALIST II	N	D	79,866	45,730	125,596	15%	18,389		11,980	6,860
EG243		OFFICE SPECIALIST II	N	D	80,622	45,508	126,130	50%	63,065		40,311	22,754
EG248		OFFICE SPECIALIST II	N	D	62,430	39,352	101,782	40%	40,713		24,972	15,741
EG668		OFFICE SPECIALIST II	N	D	76,063	46,399	122,462	18%	22,041		13,691	8,350
EG049		OFFICE SPECIALIST II	N	D	62,430	39,352	101,782	100%	101,782		62,430	39,352
EG069	LMFT OR LC SW	PROGRAM MANAGER	Y	D	72,420	45,208	117,628	12%	14,115		8,690	5,425
EG019	NFTLMFTLCWSWMS BS BA	PROGRAM SPECIALIST	Y	D	215,373	89,191	304,564	10%	30,456		21,537	8,919
					191,423	66,487	257,910	35%	90,269		66,996	23,270
							0		0		0	0
							0		0		0	0
TOTAL											1,886,320	863,618

TOTAL	2,858,938
COST:	

\*Clinical Therapist are contracted employees that are part time but 85% their time is towards the MH services

Detail of Fringe Benefits: Employer FICA/Medicare, Workers Compensation,

Unemployment, Vacation Pay, Sick Pay, Pension and Health Benefits

<sup>(1)</sup> Input "D" to indicate a direct staffing position and input "I" for an indirect staffing position

Note, administrative and clerical staff are normally treated as indirect cost. For any administrative or clerical staff that are identified as direct, please ensure the required documentation is maintained to fill CFR 200.413 (c)(1) - (4)

<sup>(2)</sup> Contracted positions need to be Clinical positions only. Any Non-clinical contracted position need to be included on the Operating Expense schedule only.



# SCHEDULE A & B

## SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH SCHEDULE B

Contractor Name: California Association of Health and  
Provider RU# 36CGE  
Contract/RFP# 22-148

FY 2025 - 2026

Prepared by: Thomas Flores  
Title: Manager, Fiscal Services

Address: 17800 Highway 18

Apple Valley, CA 92307

Date Form Completed: 7/26/2024

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.

July 1, 2025 - June 30, 2026

ITEM	TOTAL COST TO ORGANIZATION	% CHARGED TO OTHER FUNDING SOURCE	TOTAL COST TO OTHER FUNDING SOURCE	PERCENT CHARGED TO PROGRAM	TOTAL COST TO PROGRAM
1 Materials	\$2,000	0%	\$0	100%	\$2,000
2 Supplies	\$2,071	0%	\$0	100%	\$2,071
3 Equipment and Furniture	\$2,126	0%	\$0	100%	\$2,126
4 Computer Maintenance	\$83,120	0%	\$0	100%	\$83,120
5 Mileage and Phone Stipends	\$28,847	0%	\$0	100%	\$28,847
6 Staff Development	\$7,298	0%	\$0	100%	\$7,298
7 Utilities	\$7,500	0%	\$0	100%	\$7,500
8 Rent and Lease Building	\$23,426	0%	\$0	100%	\$23,426
9 Rent and Lease Equipment	\$4,727	0%	\$0	100%	\$4,727
10 Maintenance and Repairs	\$5,749	0%	\$0	100%	\$5,749
11 Dues and Subscriptions	\$315	0%	\$0	100%	\$315
12 Professional Services	\$23,309	0%	\$0	100%	\$23,309
13 Other Services	\$8,066	0%	\$0	100%	\$8,066
14 Indirect Cost	\$231,146	0%	\$0	100%	\$231,146
15		100%	\$0		\$0
55		100%	\$0		\$0
<b>SUBTOTAL B:</b>	\$429,700		\$0		\$429,700
<b>GROSS COSTS TOTAL STAFFING AND OPERATING EXPENSES:</b>					\$3,288,640

SCHEDULE A & B

SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
SCHEDULE B  
BUDGET NARRATIVE  
FY 2025 - 2026

Contractor Name: California Association of Health and  
Provider RU# 36CGE  
Contract/RFP# 22-148  
Address: 17800 Highway 18  
Apple Valley, CA 92307  
Date Form Completed: 7/26/2024

Prepared by: Thomas Flores  
Title: Manager, Fiscal Services

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.

July 1, 2025 - June 30, 2026

ITEM	Justification of Cost
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3 Equipment and Furniture	The costs include office equipment, printers, copiers, and furniture related to operating the program.
4 Computer Maintenance	Computers, software, peripherals, and other related expenses, costs for use and support of various software programs, information technology network user fees.
5 Mileage and Phone Stipends	Mileage paid to staff traveling for service and business related purposes, mileage paid at standard IRS mileage rate and cell phone stipends paid according to policy.
6 Staff Development	These costs include training services providers, administrators, and support staff.
7 Utilities	Natural gas, electricity, water services, professional cleaning, waste disposal, pest control, cable, telephone service, and other related expenses, the amount was computed based on historical trend analysis.
8 Rent and Lease Building	Classroom and building leases are calculated based on FTE servicing this program, total rent/building cost times the program FTE percentage is the amount charged to the program for each region.
9 Rent and Lease Equipment	Equipment leases are calculated based on FTE servicing this program, total equipment cost times the program FTE percentage is the amount charged to the program.
10 Maintenance and Repairs	These costs include maintenance and related costs for buildings and equipment, we used historical costs to approximate costs and then direct charge actuals to this program.
11 Dues and Subscriptions	These costs include board approved organizational and individual memberships.
12 Professional Services	These costs include general services for administrative or instructional purposes provided by an outside vendor for additional support.
13 Other Services	These costs include jet mail and warehouse delivery services, postage, duplication services and inprinted promotional items.
14 Indirect Cost	An indirect cost rate is set by the California Department of Education. The current known state approved indirect cost rate is 7.55% for fiscal year 2024/25 and will be updated for the current fiscal year when made available. Indirect costs are costs not identified by any one program or cost center. The indirect cost is the sum of actual program expenditures (salaries/benefits and operating costs, with minor exceptions) times the indirect cost rate. The indirect cost rate is well below the county maximum of 15%.
15	
55	



# SCHEDULE A & B

SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
SCHEDULE B  
FY 2025 - 2026  
Service Projections (Mode 15)

Contractor Name: 36CGE												
Provider RU# 22-146												
Contract/RFP# 17800 Highway 18												
Address: Apple Valley, CA 92307												
Date Form Completed: 7/26/2024												
Date Form Revised:												
MONTH	Estimated Units of Service (Minutes)	Planned Clinical FTE's	Projected Revenue Generated by Service Type					Crisis Intervention (70)	Clients Served			
			Case Management and ICC (01-09)	Mental Health Services (10-50)	Intensive Home Based Services (57)	Medication Support (60)	Admissions (Episodes Opened)		Discharges (Episodes Closed)	Monthly Census		
Jul-25	62,367	15.11	\$13,248			\$167,439	\$19	\$19	\$946	5	6	114
Aug-25	62,367	15.11	\$13,248			\$167,439	\$19	\$19	\$946	21	25	110
Sep-25	62,367	15.11	\$13,248			\$167,439	\$19	\$19	\$946	28	28	110
Oct-25	62,367	15.11	\$13,248			\$167,439	\$19	\$19	\$946	31	32	109
Nov-25	62,367	15.11	\$13,248			\$167,439	\$19	\$19	\$946	29	25	113
Dec-25	62,367	15.11	\$13,248			\$167,439	\$19	\$19	\$946	25	18	120
Jan-26	62,367	15.11	\$13,248			\$167,439	\$19	\$19	\$946	23	25	118
Feb-26	62,367	15.11	\$13,248			\$167,439	\$19	\$19	\$946	30	35	113
Mar-26	62,367	15.11	\$13,248			\$167,439	\$19	\$19	\$946	27	28	112
Apr-26	62,367	15.11	\$13,248			\$167,439	\$19	\$19	\$946	22	15	119
May-26	62,367	15.11	\$13,248			\$167,439	\$19	\$19	\$946	14	17	116
Jun-26	62,367	15.11	\$13,248			\$167,439	\$19	\$19	\$946	6	9	113
TOTAL	748,408		\$158,979			\$2,009,264	\$227	\$227	\$11,356	261	263	
Total Revenue									\$2,180,053	Unduplicated Clients Served		376
									Estimated Cost Per Client:	\$5,798		

Productivity Expectation: 80%

Agency Per Min Rates:

CM Rate per Min.    MHS Rate/Min    MSS Rate/Min    Crisis Rate/Min

\$3.20    \$4.20    \$5.70    \$4.50

Target Cost Per Unit of Service

\$2.27    \$2.98    \$4.04    \$3.19

ALL YELLOW HIGHLIGHTED AREAS REQUIRE INPUT BY PROVIDER

SCHEDULE A & B

15-Outpatient	15-Outpatient	15-Outpatient	15-Outpatient	15-Outpatient	
Case Management	Mental Health Services	Medication Support Services	Crisis Intervention	TOTAL	
70,062	674,731	56	3,559	748,408	
5839	56228	5	297	62367	
51	494	0	3	547	
0.85	8.23	0.00	0.04	9.12	
Total Minutes of Services					
Total Monthly Minutes of Services (Average)					
Dosage (minutes) per client per month					
Dosage (hours) per client per month					

Total Hours Per Unduplicated Client for Duration of the Program: 109.50

Avg Monthly Census	114	Expected Length of Program (months)	12
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SCHEDULE A - Planning Estimates

SAN BERNARDINO COUNTY

DEPARTMENT OF BEHAVIORAL HEALTH

Early Identification and Intervention Services (EIIS)

Actual Cost Contract (cost reimbursement)

Prepared by: Thomas Flores  
Title: Manager, Fiscal Services

FY 2026 - 2027  
July 1, 2026 - June 30, 2027

SCHEDULE A & B

Contractor Name: California Association of Health and Education Linked Professions, JPA (CAHELP) (Desert Mountain Children's Center)  
Provider RU # 36CGE  
Contract/RFF# 22-148  
Address: 17800 Highway 18  
Date Form Completed: 7/26/2024  
Apple Valley, CA 92307

LINE	MODE OF SERVICE	Early Intervention Services					Prevention Services		TOTAL
	SERVICE FUNCTION	Case Mgmt and ICC (01-09)	Mental Health Services (10-50)	Intensive Home Based Services (57)	Medication Support (60)	Crisis Intervention (70)	Client Flexible Support (72)	Non-Med-Cal Client Support (78)	
#									
1	100%	7.04%	87.52%	0.01%	0.01%	0.50%		4.52%	
1	100%	7.04%	87.45%	0.01%	0.01%	0.50%	0.50%	4.52%	
EXPENSES									
2	SALARIES	0	1,749,879	200	200	10,000		90,004	1,990,090
3	BENEFITS	0	889,571	102	102	5,094		46,760	1,011,801
4	(2+3 must equal total staffing costs)	0	2,639,450	302	302	15,094	0	136,764	3,001,891
5	OPERATING EXPENSES	0	364,252	45	45	2,253	2,253	20,280	450,676
5	TOTAL EXPENSES (2+3+4)	0	3,033,502	347	347	17,339	2,253	158,044	3,452,567
AGENCY REVENUES									
6	PATIENT FEES								0
7	PATIENT INSURANCE								0
8	MEDICARE								0
9	GRANTS/OTHER								0
10	TOTAL AGENCY REVENUES (6+7+8+9)	0	1,026,018	117	117	5,864	0	48,247	1,162,464
11	CONTRACT AMOUNT (5-10)	0	2,007,484	229	229	11,474	2,253	107,797	2,290,103
FUNDING									
12	Mix %	85.00%							
13	MEDI-CAL (FFP)		815,253	93	93	4,660			885,334
14									
15	PEI Matching Funds (BHSA)	0	815,253	93	93	4,660			885,334
16	Provider Matching Funds		75,855	9	9	434			82,376
17	Prevention & Early Intervention (Non-MedCal)		301,123	34	34	1,721	2,253	107,797	437,058
18			0	0	0	0	0	0	0
18	FUNDING TOTAL	0	2,007,484	229	229	11,474	2,253	107,797	2,290,103
19	NET COUNTY FUNDS (Local Cost) MUST = ZERO	0	0	0	0	0	0	0	0
20	STATE FUNDING (Including Realignment)	0	1,118,376	128	128	6,391	2,253	107,797	1,322,393
21	AGENCY FUNDING (non-DBH)	0	75,855	9	9	434	0	0	82,376
22	FEDERAL FUNDING	0	815,253	93	93	4,660	0	0	885,334
23	TOTAL FUNDING	0	2,007,484	229	229	11,474	2,253	107,797	2,290,103
24	TARGET COST PER UNIT OF SERVICE		\$3.01	\$3.01	\$4.08	\$3.22			
25	UNITS OF TIME (Days (Mode 05) / Minutes (Mode 15))								
25			667,105	76	56	3,559			740,858

APPROVED:

Pamela Bender  
Pamela Bender (Aug 22, 2024 10:40 PDT)

Aug 22, 2024

Anthony Altamirano  
Anthony Altamirano (Aug 22, 2024 1:54:17 PM)

Aug 22, 2024

Allison Cunningham LC5W SPML  
Allison Cunningham LC5W SPML

Aug 23, 2024

PROVIDER AUTHORIZED SIGNATURE

DATE

DATE

DBH FISCAL SERVICES

DATE

DBH PROGRAM MANAGER

DATE

Pamela Bender

Anthony Altamirano

Allison Cunningham

PROVIDER AUTHORIZED SIGNER (PRINT NAME)

DBH FISCAL SERVICES (PRINT NAME)

DBH PROGRAM MANAGER (PRINT NAME)

PREPARED BY: Michael Guerrero  
DBH FISCAL SERVICES



SCHEDULE A & B

Schedule B

SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH

STAFFING DETAIL

FY 2026 - 2027

July 1, 2026 - June 30, 2027

(12 months)

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

CONTRACTOR NAMI California Association of Health and Education Linked Professions, JPA (CAHELP) (Desert Mounta

Name	Degree/ License	Position Title	If Staff Position is not Clinical FTE Providing SMHS, change to "N"	DIIC <sup>(1)</sup>	Full Time Annual Salary <sup>4</sup>	Full Time Fringe Benefits <sup>4</sup>	Total Full Time Salaries & Benefits <sup>4</sup>	% Cost Allocated Contract Services	Total Salaries and Benefits Charged to Contract Services	Budgeted Hours of Contract Services	Total Salaries Charged to Contract Services	Total Benefits Charged to Contract Services
EG063	NFTLMFTLCSWMS B3 BA	ACCOUNTING TECHNICIAN	N	D	99,797	55,008	154,805	35%	54,182		34,929	19,253
EG157	NFTLMFTLCSWMS B3 BA	BHC I	Y	D	120,075	56,002	176,077	15%	26,412		18,011	8,400
EG152	NFTLMFTLCSWMS B3 BA	BHC I	Y	D	132,687	65,308	197,995	100%	197,995		132,687	65,308
EG208	NFTLMFTLCSWMS B3 BA	BHC I	Y	D	123,450	62,549	185,999	100%	185,999		123,450	62,549
EG018	LMFT OR LC SW	BHC SUPERVISOR	Y	D	212,522	90,865	303,407	3%	9,102		6,376	2,727
EG043	LMFT OR LC SW	BHC SUPERVISOR	Y	D	192,569	81,730	274,299	13%	35,659		25,034	10,625
EG201	LMFT OR LC SW	BHC SUPERVISOR	Y	D	200,210	86,970	287,180	15%	43,077		30,032	13,046
EG727	LMFT OR LC SW	D.M.C.H.I.D.R.E.N.'S S.E.R.V.I.C.E.S S.P.E.C.I.A.L.I.S.T	N	D	76,041	47,508	123,549	15%	18,532		11,408	7,126
EG164		DMCC MANAGER	N	D	123,471	46,041	169,512	40%	67,805		49,368	16,416
EG070		DMCC MANAGER	N	D	117,932	60,646	178,578	40%	71,431		47,173	24,258
EG171	NFTLMFTLCSWMS B3 BA	INTERVENTION SPECIALIST	Y	D	108,107	57,504	165,611	20%	33,122		21,621	11,501
EG177	NFTLMFTLCSWMS B3 BA	INTERVENTION SPECIALIST	Y	D	99,590	52,726	152,316	100%	152,316		99,590	52,726
EG196	NFTLMFTLCSWMS B3 BA	INTERVENTION SPECIALIST	Y	D	106,614	57,071	163,685	100%	163,685		106,614	57,071
EG310	NFTLMFTLCSWMS B3 BA	INTERVENTION SPECIALIST	Y	D	103,575	56,253	159,828	100%	159,828		103,575	56,253
EG443	NFTLMFTLCSWMS B3 BA	INTERVENTION SPECIALIST	Y	D	97,937	51,621	149,558	100%	149,558		97,937	51,621
EG553	NFTLMFTLCSWMS B3 BA	INTERVENTION SPECIALIST	Y	D	101,550	39,034	140,584	100%	140,584		101,550	39,034
EG561	NFTLMFTLCSWMS B3 BA	INTERVENTION SPECIALIST	Y	D	103,575	56,270	159,845	100%	159,845		103,575	56,270
EG573	NFTLMFTLCSWMS B3 BA	INTERVENTION SPECIALIST	Y	D	97,937	54,515	152,452	100%	152,452		97,937	54,515
EG577	NFTLMFTLCSWMS B3 BA	INTERVENTION SPECIALIST	Y	D	99,896	54,917	154,813	100%	154,813		99,896	54,917
EG578	NFTLMFTLCSWMS B3 BA	INTERVENTION SPECIALIST	Y	D	101,550	55,625	157,175	100%	157,175		101,550	55,625
EG529	NFTLMFTLCSWMS B3 BA	INTERVENTION SPECIALIST	Y	D	109,761	58,072	167,833	100%	167,833		109,761	58,072
EG562	NFTLMFTLCSWMS B3 BA	INTERVENTION SPECIALIST	Y	D	99,896	55,062	154,978	100%	154,978		99,896	55,082
EG743		OFFICE SPECIALIST II	N	D	83,859	48,017	131,876	15%	19,761		12,579	7,203
EG243		OFFICE SPECIALIST II	N	D	84,853	47,763	132,616	50%	66,218		42,327	23,892
EG248		OFFICE SPECIALIST II	N	D	65,552	41,320	106,872	40%	42,749		26,221	16,528
EG248		OFFICE SPECIALIST II	N	D	79,866	48,708	128,574	18%	23,143		14,376	8,767
EG068		OFFICE SPECIALIST II	N	D	65,552	41,320	106,872	100%	106,872		65,552	41,320
EG049		OFFICE SPECIALIST II	N	D	76,041	47,468	123,509	12%	14,821		9,125	5,696
EG059	LMFT OR LC SW	PROGRAM MANAGER	Y	D	226,142	93,651	319,793	10%	31,979		22,614	9,365
EG019	NFTLMFTLCSWMS B3 BA	PROGRAM SPECIALIST	Y	D	200,994	69,811	270,805	35%	94,762		70,348	24,434
							0		0		0	0
							0		0		0	0
TOTAL											1,950,090	1,011,801
COST:											3,001,890	

<sup>1</sup>Clinical Therapist are contracted employees that are part time but 85% their time is towards the MH services  
**Detail of Fringe Benefits:** Employer FICA/Medicare, Workers Compensation,  
Unemployment, Vacation Pay, Sick Pay, Pension and Health Benefits

<sup>(1)</sup> Input "D" to indicate a direct staffing position and input "I" for an indirect staffing position

Note, administrative and clinical staff are normally treated as indirect cost. For any administrative or clinical staff that are identified as direct, please ensure the required documentation is maintained to fill CFR 200.413 (c)(1) – (4)

<sup>(2)</sup> Contracted positions need to be Clinical positions only. Any Non-clinical contracted position need to be included on the Operating Expense schedule only.



SCHEDULE A & B

SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
SCHEDULE B

Contractor Name: California Association of Health and  
Provider RU# 36CGE  
Contract/RFP# 22-148  
Address: 17800 Highway 18  
Apple Valley, CA 92307  
Date Form Completed: 7/26/2024

FY 2026 - 2027

Prepared by: Thomas Flores  
Title: Manager, Fiscal Services

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.

July 1, 2026 - June 30, 2027

ITEM	TOTAL COST TO ORGANIZATION	% CHARGED TO OTHER FUNDING SOURCE	TOTAL COST TO OTHER FUNDING SOURCE	PERCENT CHARGED TO PROGRAM	TOTAL COST TO PROGRAM
1 Materials	\$2,100	0%	\$0	100%	\$2,100
2 Supplies	\$2,165	0%	\$0	100%	\$2,165
3 Equipment and Furniture	\$2,228	0%	\$0	100%	\$2,228
4 Computer Maintenance	\$87,078	0%	\$0	100%	\$87,078
5 Mileage and Phone Stipends	\$30,220	0%	\$0	100%	\$30,220
6 Staff Development	\$7,645	0%	\$0	100%	\$7,645
7 Utilities	\$7,857	0%	\$0	100%	\$7,857
8 Rent and Lease Building	\$24,541	0%	\$0	100%	\$24,541
9 Rent and Lease Equipment	\$4,952	0%	\$0	100%	\$4,952
10 Maintenance and Repairs	\$6,023	0%	\$0	100%	\$6,023
11 Dues and Subscriptions	\$330	0%	\$0	100%	\$330
12 Professional Services	\$24,419	0%	\$0	100%	\$24,419
13 Other Services	\$8,450	0%	\$0	100%	\$8,450
14 Indirect Cost	\$242,668	0%	\$0	100%	\$242,668
15		100%	\$0		\$0
55		100%	\$0		\$0
SUBTOTAL B:	\$450,676		\$0		\$450,676
GROSS COSTS TOTAL STAFFING AND OPERATING EXPENSES:					\$3,452,566

**SCHEDULE A & B**

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

Contractor Name: California Association of Health and  
Provider RU# 36CGE  
Contract/RFP# 22-148  
Address: 17800 Highway 18  
Apple Valley, CA 92307  
Date Form Completed: 7/26/2024

Prepared by: Thomas Flores  
Title: Manager, Fiscal Services

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.

July 1, 2026 - June 30, 2027

ITEM	Justification of Cost
1 Materials	The costs for materials include direct services, incentives, food for community events, and other items used to facilitate various therapies and other supports to clients, family members, and caregivers including goods, services, and other items necessary for daily living.
2 Supplies	The costs for supplies include general program support and other items necessary for daily living related to operating the program.
3 Equipment and Furniture	The costs include office equipment, printers, copiers, and furniture related to operating the program.
4 Computer Maintenance	Computers, software, peripherals, and other related expenses. costs for use and support of various software programs, information technology network user fees.
5 Mileage and Phone Stipends	Mileage paid to staff traveling for service and business related purposes. mileage paid at standard IRS mileage rate and cell phone stipends paid according to policy.
6 Staff Development	These costs include training services providers, administrators, and support staff.
7 Utilities	Natural gas, electricity, water services, professional cleaning, waste disposal, pest control, cable, telephone service, and other related expenses. the amount was computed based on historical trend analysis.
8 Rent and Lease Building	Classroom and building leases are calculated based on FTE servicing this program. total rent/building cost times the program FTE percentage is the amount charged to the program for each region.
9 Rent and Lease Equipment	Equipment leases are calculated based on FTE servicing this program. total equipment cost times the program FTE percentage is the amount charged to the program.
10 Maintenance and Repairs	These costs include maintenance and related costs for buildings and equipment. we used historical costs to approximate costs and then direct charge actuals to this program.
11 Dues and Subscriptions	These costs include board approved organizational and individual memberships.
12 Professional Services	These costs include general services for administrative or instructional purposes provided by an outside vendor for additional support.
13 Other Services	These costs include jet mail and warehouse delivery services, postage, duplication services and imprinted promotional items.
14 Indirect Cost	An indirect cost rate is set by the California Department of Education. The current known state approved indirect cost rate is 7.56% for fiscal year 2024/25 and will be updated for the current fiscal year when made available. Indirect costs are costs not identified by any one program or cost center. The indirect cost is the sum of actual program expenditures (salaries/benefits and operating costs, with minor exceptions) times the indirect cost rate. The indirect cost rate is well below the county maximum of 15%.
15	
55	



# SCHEDULE A & B

SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
SCHEDULE B  
FY 2026 - 2027  
Service Projections (Mode 15)

Contractor Name: **36CGE**  
 Provider RU# **22-146**  
 Contract/RFP# **17800 Highway 18**  
 Address: **Apple Valley, CA 92307**  
 Date Form Completed: **7/26/2024**  
 Date Form Revised:

Productivity Expectation: 60%  
 Agency Per Min Rates: **\$3.20** **\$4.20** **\$5.70** **\$4.50**  
 CM Rate per Min. **\$3.20** MHS Rate/Min **\$4.20** MSS Rate/Min **\$5.70** Crisis Rate/Min **\$4.50**  
 Target Cost Per Unit of Service **\$2.29** **\$3.01** **\$4.08** **\$3.22**

ALL YELLOW HIGHLIGHTED AREAS REQUIRE INPUT BY PROVIDER

MONTH	Estimated Units of Service (Minutes)	Planned Clinical FTE's	Projected Revenue Generated by Service Type					Clients Served		
			Case Management and ICC (01-09)	Mental Health Services (10-50)	Intensive Home Based Services (57)	Medication Support (60)	Crisis Intervention (70)	Admissions (Episodes Opened)	Discharges (Episodes Closed)	Monthly Census
Jul-26	61,738	15.11	\$13,386	\$167,290	\$19	\$19	\$956	5	6	114
Aug-26	61,738	15.11	\$13,386	\$167,290	\$19	\$19	\$956	21	25	110
Sep-26	61,738	15.11	\$13,386	\$167,290	\$19	\$19	\$956	28	28	110
Oct-26	61,738	15.11	\$13,386	\$167,290	\$19	\$19	\$956	31	32	109
Nov-26	61,738	15.11	\$13,386	\$167,290	\$19	\$19	\$956	29	25	113
Dec-26	61,738	15.11	\$13,386	\$167,290	\$19	\$19	\$956	25	18	120
Jan-27	61,738	15.11	\$13,386	\$167,290	\$19	\$19	\$956	23	25	118
Feb-27	61,738	15.11	\$13,386	\$167,290	\$19	\$19	\$956	30	35	113
Mar-27	61,738	15.11	\$13,386	\$167,290	\$19	\$19	\$956	27	28	112
Apr-27	61,738	15.11	\$13,386	\$167,290	\$19	\$19	\$956	22	15	119
May-27	61,738	15.11	\$13,386	\$167,290	\$19	\$19	\$956	14	17	116
Jun-27	61,738	15.11	\$13,386	\$167,290	\$19	\$19	\$956	6	9	113
TOTAL	740,858		\$160,635	\$2,007,484	\$229	\$229	\$11,474	261	263	
			Total Revenue			\$2,180,053	Unduplicated Clients Served		376	
						Estimated Cost Per Client:			\$5,798	

SCHEDULE A &B

15-Outpatient	15-Outpatient	15-Outpatient	15-Outpatient	15-Outpatient	
Case Management	Mental Health Services	Medication Support Services	Crisis Intervention	TOTAL	
70.062	667,181	56	3,559	740,858	
5839	55598	5	297	61738	
51	488	0	3	542	
0.85	8.13	0.00	0.04	9.03	
Total Minutes of Services					
Total Monthly Minutes of Services (Average)					
Dosage (minutes) per client per month					
Dosage (hours) per client per month					
Total Hours Per Unduplicated Client for Duration of the Program:					108.39

Avg Monthly Census	114	Expected Length of Program (months)	12
--------------------	-----	-------------------------------------	----

SCHEDULE A - Planning Estimates

SAN BERNARDINO COUNTY

DEPARTMENT OF BEHAVIORAL HEALTH

Early Identification and Intervention Services (EIIS)

Actual Cost Contract (cost reimbursement)

Prepared by: Thomas Flores  
Title: Manager, Fiscal Services

FY 2027 - 2028  
July 1, 2027 - June 30, 2028

Contractor Name: California Association of Health and Education Linked Professions, JPA (CAHELP)  
(Desert Mountain Children's Center)  
Provider RU # 36CGE  
Contract/RFF# 22-148  
Address: 17800 Highway 18  
Apple Valley, CA 92307  
Date Form Completed: 7/26/2024  
Date Form Revised:

SCHEDULE A & B

LINE	MODE OF SERVICE	Early Intervention Services					Prevention Services		TOTAL
		15-Outpatient					60 - Client Support		
#	SERVICE FUNCTION	Case Mgmt and ICC (01-09)	Mental Health Services (10-50)	Intensive Home Based Services (57)	Medication Support (60)	Crisis Intervention (70)	Client Flexible Support (72)	Non-Medi-Cal Client Support (78)	
1	100% Distribution %	7.04%	98.42%	0.01%	0.01%	0.55%		4.02%	
1	100% Distribution %	7.00%	97.85%	0.01%	0.01%	0.55%	0.55%	4.00%	
EXPENSES									
2	SALARIES	147,007	1,847,866	210	210	10,500		84,004	2,080,597
3	BENEFITS	74,741	939,388	107	107	5,339		42,709	1,062,390
	(2+3 must equal total staffing costs)	0	2,787,053	317	317	15,839	0	126,713	3,151,987
4	OPERATING EXPENSES	32,397	407,181	46	46	2,314	2,314	18,512	462,811
5	TOTAL EXPENSES (2+3+4)	254,145	3,194,235	363	363	18,153	2,314	145,226	3,614,768
AGENCY REVENUES									
6	PATIENT FEES								0
7	PATIENT INSURANCE								0
8	MEDI-CARE								0
9	GRANTS/OTHER	94,432	1,186,881	135	135	6,745		36,366	1,324,695
10	TOTAL AGENCY REVENUES (6+7+8+9)	94,432	1,186,881	135	135	6,745	0	36,366	1,324,695
11	CONTRACT AMOUNT (5-10)	159,712	2,007,353	228	228	11,408	2,314	108,859	2,290,103
FUNDING									
12	MEDI-CAL (FFP)	64,859	815,181	93	93	4,633			884,857
13	PEI Matching Funds (BHSA)	64,859	815,181	93	93	4,633			884,857
14	Provider Matching Funds	6,038	75,989	9	9	431			82,376
15	Prevention & Early Intervention (Non-Medi-Cal)	23,957	301,103	34	34	1,711	2,314	108,859	438,013
16		0	0	0	0	0	0	0	0
17	FUNDING TOTAL	159,712	2,007,353	228	228	11,408	2,314	108,859	2,290,103
18	NET COUNTY FUNDS (Local Cost) MUST = ZERO	0	0	0	0	0	0	0	0
19	STATE FUNDING (including Realignment)	88,815	1,116,284	127	127	6,344	2,314	108,859	1,322,870
20	AGENCY FUNDING (non-DBH)	6,038	75,989	9	9	431	0	0	82,376
21	FEDERAL FUNDING	64,859	815,181	93	93	4,633	0	0	884,857
22	TOTAL FUNDING	159,712	2,007,353	228	228	11,408	2,314	108,859	2,290,103
23	TARGET COST PER UNIT OF SERVICE	\$2.28	\$2.99	\$2.99	\$4.06	\$3.21			
24	UNITS OF TIME (Days (Mode 05) / Minutes (Mode 15))	70,062	870,918	76	56	3,559			744,871
25									0

APPROVED:

Pamela Bender  
Pamela Bender (Aug 22, 2024 10:41 PM)

Aug 22, 2024

Anthony Altamirano  
Anthony Altamirano (Aug 22, 2024 10:42 PM)

Aug 22, 2024

Allison Cunningham LCSW SPM

Aug 23, 2024

PROVIDER AUTHORIZED SIGNATURE

DATE

DBH FISCAL SERVICES

DATE

DBH PROGRAM MANAGER

DATE

Pamela Bender

Anthony Altamirano

Allison Cunningham

PROVIDER AUTHORIZED SIGNER (PRINT NAME)

DBH FISCAL SERVICES (PRINT NAME)

DBH PROGRAM MANAGER (PRINT NAME)

PREPARED BY: Michael Guerrero  
DBH FISCAL SERVICES



**SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH**

## Schedule B

## STAFFING DETAIL

FY 2027 - 2028

July 1, 2027 - June 30, 2028

(12 months)

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

CONTRACTOR NAME California Association of Health and Education Linked Professionals, or CAHELP (7/17/2017)												
Name	Degree/ License	Position Title	If Staff Position is not Clinical FTE Providing SMHS, change to "N"	Di/C	Full Time Annual Salary	Full Time Fringe Benefits	Total Full Time Salaries & Benefits	% Cost Allocated Contract Services	Total Salaries and Benefits Charged to Contract Services	Budgeted Hours of Contract Services	Total Salaries Charged to Contract Services	Total Benefits Charged to Contract Services
EG063		ACCOUNTING TECHNICIAN	N	D	104,787	57,758	162,545	35%	56,891		36,675	20,215
EG157	MFT/LMFT LCSW/M5 BS BA	BHC I	Y	D	126,079	58,802	184,881	15%	27,732		18,912	8,820
EG152	MFT/LMFT LCSW/M5 BS BA	BHC I	Y	D	139,321	68,573	207,894	100%	207,894		139,321	68,573
EG208	MFT/LMFT LCSW/M5 BS BA	BHC I	Y	D	129,623	65,676	195,299	100%	195,299		129,623	65,676
EG018	LMFT OR LCSW	BHC SUPERVISOR	Y	D	223,148	95,429	318,577	3%	9,557		6,894	2,863
EG043	LMFT OR LCSW	BHC SUPERVISOR	Y	D	202,197	85,817	288,014	13%	37,442		26,286	11,156
EG201	LMFT OR LCSW	BHC SUPERVISOR	Y	D	210,221	91,319	301,540	15%	45,231		31,533	13,698
EG127		DM CHILDREN'S SERVICES S	N	D	79,843	49,883	129,726	15%	19,459		11,976	7,482
EG164		DMCC MANAGER	N	D	129,645	48,343	177,988	40%	71,195		51,858	19,337
EG970		DMCC MANAGER	N	D	123,829	63,678	187,507	40%	75,003		49,532	25,471
EG171	MFT/LMFT LCSW/M5 BS BA	INTERVENTION SPECIALIST	Y	D	113,512	60,379	173,891	20%	34,778		22,702	12,076
EG177	MFT/LMFT LCSW/M5 BS BA	INTERVENTION SPECIALIST	Y	D	104,570	55,362	159,932	100%	159,932		104,570	55,362
EG196	MFT/LMFT LCSW/M5 BS BA	INTERVENTION SPECIALIST	Y	D	111,945	59,925	171,870	100%	171,870		111,945	59,925
EG501	MFT/LMFT LCSW/M5 BS BA	INTERVENTION SPECIALIST	Y	D	108,754	59,066	167,820	100%	167,820		108,754	59,066
EG510	MFT/LMFT LCSW/M5 BS BA	INTERVENTION SPECIALIST	Y	D	102,834	54,202	157,036	100%	157,036		102,834	54,202
EG543	MFT/LMFT LCSW/M5 BS BA	INTERVENTION SPECIALIST	Y	D	106,628	40,986	147,614	100%	147,614		106,628	40,986
EG553	MFT/LMFT LCSW/M5 BS BA	INTERVENTION SPECIALIST	Y	D	110,208	42,211	152,419	100%	152,419		110,208	42,211
EG561	MFT/LMFT LCSW/M5 BS BA	INTERVENTION SPECIALIST	Y	D	108,754	59,064	167,838	100%	167,838		108,754	59,064
EG573	MFT/LMFT LCSW/M5 BS BA	INTERVENTION SPECIALIST	Y	D	102,834	57,241	160,075	100%	160,075		102,834	57,241
EG577	MFT/LMFT LCSW/M5 BS BA	INTERVENTION SPECIALIST	Y	D	104,891	57,663	162,554	100%	162,554		104,891	57,663
EG578	MFT/LMFT LCSW/M5 BS BA	INTERVENTION SPECIALIST	Y	D	106,628	58,406	165,034	100%	165,034		106,628	58,406
EG578	MFT/LMFT LCSW/M5 BS BA	INTERVENTION SPECIALIST	Y	D	115,249	60,976	176,225	100%	176,225		115,249	60,976
EG529	MFT/LMFT LCSW/M5 BS BA	INTERVENTION SPECIALIST	Y	D	104,891	57,636	162,727	100%	162,727		104,891	57,636
EG562	MFT/LMFT LCSW/M5 BS BA	INTERVENTION SPECIALIST	Y	D	86,052	50,418	136,470	15%	20,771		13,208	7,563
EG743		OFFICE SPECIALIST II	N	D	88,898	50,172	139,058	50%	69,529		44,443	25,086
EG243		OFFICE SPECIALIST II	N	D	68,830	43,386	112,216	40%	44,886		27,532	17,354
EG248		OFFICE SPECIALIST II	N	D	83,859	51,143	135,002	18%	24,300		15,095	9,206
EG066		OFFICE SPECIALIST II	N	D	68,830	43,386	112,216	100%	112,216		68,830	43,386
EG046		OFFICE SPECIALIST II	N	D	79,843	49,841	129,684	12%	15,562		9,581	5,981
EG096	LMFT OR LCSW	PROGRAM MANAGER	Y	D	237,449	96,334	335,783	10%	33,578		23,745	9,833
EG016	MFT/LMFT LCSW/M5 BS BA	PROGRAM SPECIALIST	Y	D	211,044	73,302	284,346	35%	99,521		73,665	25,656
							0		0		0	0
							0		0		0	0

'Clinical Therapist are contractees employees that are part time but 65% their time is towards the MH services  
Detail of Fringe Benefits: Employer FICA/Medicare, Workers Compensation, Unemployment, Vacation Pay, Sick Pay, Pension and Health Benefits

(1) Input "D" to indicate a direct staffing position and input "I" for an indirect staffing position

Note, administrative and clerical staff are normally treated as indirect cost. For any administrative or clerical staff that are identified as direct, please ensure the required documentation is maintained to fill CFR 200.413 (c)(1) – (4).

2. Contracted positions need to be Clinical positions only. Any Non-clinical contracted position need to be included on the Operating Expense schedule only.



SCHEDULE A & B

SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
SCHEDULE B

Contractor Name: California Association of Health and  
Education Linked Professions, JPA  
Provider RU# 36CGE  
Contract/RFP# 22-148  
Address: 17800 Highway 18  
Apple Valley, CA 92307  
Date Form Completed: 7/26/2024

FY 2027 - 2028

Prepared by: Thomas Flores  
Title: Manager, Fiscal Services

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.

July 1, 2027 - June 30, 2028

ITEM	TOTAL COST TO ORGANIZATION	% CHARGED TO OTHER FUNDING SOURCE	TOTAL COST TO OTHER FUNDING SOURCE	PERCENT CHARGED TO PROGRAM	TOTAL COST TO PROGRAM
1 Materials	\$2,100	0%	\$0	100%	\$2,100
2 Supplies	\$2,165	0%	\$0	100%	\$2,165
3 Equipment and Furniture	\$2,250	0%	\$0	100%	\$2,250
4 Computer Maintenance	\$87,078	0%	\$0	100%	\$87,078
5 Mileage and Phone Stipends	\$30,220	0%	\$0	100%	\$30,220
6 Staff Development	\$7,645	0%	\$0	100%	\$7,645
7 Utilities	\$7,857	0%	\$0	100%	\$7,857
8 Rent and Lease Building	\$25,032	0%	\$0	100%	\$25,032
9 Rent and Lease Equipment	\$5,051	0%	\$0	100%	\$5,051
10 Maintenance and Repairs	\$6,023	0%	\$0	100%	\$6,023
11 Dues and Subscriptions	\$450	0%	\$0	100%	\$450
12 Professional Services	\$24,419	0%	\$0	100%	\$24,419
13 Other Services	\$8,450	0%	\$0	100%	\$8,450
14 Indirect Cost	\$254,071	0%	\$0	100%	\$254,071
15		100%	\$0		\$0
55		100%	\$0		\$0
SUBTOTAL B:	\$462,811		\$0		\$462,811
GROSS COSTS TOTAL STAFFING AND OPERATING EXPENSES:					\$3,614,800

# SCHEDULE A & B

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

Contractor Name: California Association of Health and  
Provider RU# 36CGE  
Contract/RFP# 22-148  
Address: 17800 Highway 18  
Apple Valley, CA 92307  
Date Form Completed: 7/26/2024

Prepared by: Thomas Flores  
Title: Manager, Fiscal Services

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.

July 1, 2027 - June 30, 2028

ITEM	Justification of Cost
1 Materials	The costs for materials include direct services, incentives, food for community events, and other items used to facilitate various therapies and other supports to clients, family members, and caregivers including goods, services, and other items necessary for daily living.
2 Supplies	The costs for supplies include general program support and other items necessary for daily living related to operating the program.
3 Equipment and Furniture	The costs include office equipment, printers, copiers, and furniture related to operating the program.
4 Computer Maintenance	Computers, software, peripherals, and other related expenses, costs for use and support of various software programs, information technology network user fees.
5 Mileage and Phone Stipends	Mileage paid to staff traveling for service and business related purposes, mileage paid at standard IRS mileage rate and cell phone stipends paid according to policy.
6 Staff Development	These costs include training services providers, administrators, and support staff.
7 Utilities	Natural gas, electricity, water services, professional cleaning, waste disposal, pest control, cable, telephone service, and other related expenses, the amount was computed based on historical trend analysis.
8 Rent and Lease Building	Classroom and building leases are calculated based on FTE servicing this program, total rent/building cost times the program FTE percentage is the amount charged to the program for each region.
9 Rent and Lease Equipment	Equipment leases are calculated based on FTE servicing this program, total equipment cost times the program FTE percentage is the amount charged to the program.
10 Maintenance and Repairs	These costs include maintenance and related costs for buildings and equipment, we used historical costs to approximate costs and then direct charge actuals to this program.
11 Dues and Subscriptions	These costs include board approved organizational and individual memberships.
12 Professional Services	These costs include general services for administrative or instructional purposes provided by an outside vendor for additional support.
13 Other Services	These costs include jet mail and warehouse delivery services, postage, duplication services and imprinted promotional items.
14 Indirect Cost	An indirect cost rate is set by the California Department of Education. The current known state approved indirect cost rate is 7.56% for fiscal year 2024/25 and will be updated for the current fiscal year when made available. Indirect costs are costs not identified by any one program or cost center. The indirect cost is the sum of actual program expenditures (salaries/benefits and operating costs, with minor exceptions) times the indirect cost rate. The indirect cost rate is well below the county maximum of 15%.
15	
55	



# SCHEDULE A & B

SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
SCHEDULE B  
FY 2027 - 2028  
Service Projections (Mode 15)

Contractor Name: 38CGE  
 Provider RU# 22-148  
 Contract/RFP# 17800 Highway 18  
 Address: Apple Valley, CA 92307  
 Date Form Completed: 7/26/2024  
 Date Form Revised:

Productivity Expectation: 60%  
 Agency Per Min Rates: CM Rate per Min. MHS Rate/Min MSS Rate/Min Crisis Rate/Min  
 \$3.20 \$4.20 \$5.70 \$4.50  
 Target Cost Per Unit of Service \$2.28 \$2.99 \$4.06 \$3.21

ALL YELLOW HIGHLIGHTED AREAS REQUIRE INPUT BY PROVIDER

MONTH	Estimated Units of Service (Minutes)	Planned Clinical FTE's	Projected Revenue Generated by Service Type					Clients Served		
			Case Management and ICC (01-09)	Mental Health Services (10-50)	Intensive Home Based Services (57)	Medication Support (60)	Crisis Intervention (70)	Admissions (Episodes Opened)	Discharges (Episodes Closed)	Monthly Census
Jul-27	62,056	15.11	\$13,309	\$167,279	\$19	\$19	\$951	5	6	114
Aug-27	62,056	15.11	\$13,309	\$167,279	\$19	\$19	\$951	21	25	110
Sep-27	62,056	15.11	\$13,309	\$167,279	\$19	\$19	\$951	28	28	110
Oct-27	62,056	15.11	\$13,309	\$167,279	\$19	\$19	\$951	31	32	109
Nov-27	62,056	15.11	\$13,309	\$167,279	\$19	\$19	\$951	29	25	113
Dec-27	62,056	15.11	\$13,309	\$167,279	\$19	\$19	\$951	25	18	120
Jan-28	62,056	15.11	\$13,309	\$167,279	\$19	\$19	\$951	23	25	118
Feb-28	62,056	15.11	\$13,309	\$167,279	\$19	\$19	\$951	30	35	113
Mar-28	62,056	15.11	\$13,309	\$167,279	\$19	\$19	\$951	27	28	112
Apr-28	62,056	15.11	\$13,309	\$167,279	\$19	\$19	\$951	22	15	119
May-28	62,056	15.11	\$13,309	\$167,279	\$19	\$19	\$951	14	17	116
Jun-28	62,056	15.11	\$13,309	\$167,279	\$19	\$19	\$951	6	9	113
TOTAL	744,671		\$159,712	\$2,007,353	\$228	\$228	\$11,408	261	263	
Total Revenue					\$2,178,930	Unduplicated Clients Served		376		
					Estimated Cost Per Client:		\$5,795			

SCHEDULE A & B

15-Outpatient		15-Outpatient	15-Outpatient	15-Outpatient	
Case Management		Mental Health Services	Medication Support Services	Crisis Intervention	TOTAL
70.062		670.994	56	3.559	744.671
5839		55916	5	297	62056
51		491	0	3	545
0.85		8.18	0.00	0.04	9.08
Total Minutes of Services					
Total Monthly Minutes of Services (Average)					
Dosage (minutes) per client per month					
Dosage (hours) per client per month					

Total Hours Per Unduplicated Client for Duration of the Program: 108.95

Avg Monthly Census	114
Expected Length of Program (months)	12

SCHEDULE A - Planning Estimates

SAN BERNARDINO COUNTY

DEPARTMENT OF BEHAVIORAL HEALTH

Actual Cost Contract (cost reimbursement)

Screening, Assessment, Referral, and Treatment (SART)

Prepared by: Thomas Flores  
Title: Manager, Fiscal Services

FY 2024 - 2025  
October 1, 2024 - June 30, 2025

Contractor Name:

Provider RU #

Contract/RFP#

Address:

Date Form Completed:

Date Form Revised:

SCHEDULE A & B

California Association of Health and Education Linked Professions, JPA (CAHELP) (Desert Mountain Children's Center)
36CGE
22-148
17800 Highway 18
Apple Valley, CA 92307
7/28/2024

LINE	MODE OF SERVICE	Early Intervention Services					Prevention Services					TOTAL
		15- Outpatient			45 - Outreach		60 - Client Support					
#	SERVICE FUNCTION	Case Mgmt and ICC (01-05)	Mental Health Services (10-50)	Intensive Home Based Services (57)	Medication Support (60)	Crisis Intervention (70)	Mental Health Promotion (10-15)	Community Client Services (20-25)	Client Flexible Support (72)	Non-Medi-Cal Client Support (76)		
1	Distribution %	9.05%	74.21%	0.03%	0.75%	0.01%	1.00%	4.30%	0.00%	11.05%		
1	Distribution %	9.05%	74.21%	0.03%	0.75%	0.01%	1.00%	4.30%	0.00%	11.05%		
EXPENSES												
2	SALARIES	527,344	4,348,243	1,769	43,945	586	59,594	234,375		644,531		
3	BENEFITS	246,228	2,046,776	827	20,889	276	27,581	110,323		303,390		
	(2+3 must equal total staffing costs)	775,572	6,395,019	2,585	64,831	862	86,175	344,699		947,821		
4	OPERATING EXPENSES	121,402	1,001,024	405	10,117	135	13,489	53,956	0	148,380		
5	TOTAL EXPENSES (2-3+4)	895,973	7,396,044	2,990	74,748	997	99,664	398,655	0	1,096,301		
AGENCY REVENUES												
6	PATIENT FEES									0		
7	PATIENT INSURANCE									0		
8	MEDI-CARE									0		
9	GRANTS/OTHER	419,554	3,456,458	1,369	34,983	466				3,915,940		
10	TOTAL AGENCY REVENUES (6+7+8+9)	419,554	3,456,458	1,369	34,983	466	0	0	0	3,915,940		
11	CONTRACT AMOUNT (5-10)	477,419	3,938,588	1,591	39,785	530	99,864	398,655	0	6,050,531		
FUNDING												
12	MED-CAL (FFP)	184,027	1,517,409	813	15,336	204				1,717,590		
13										0		
13	Provider Matching Funds	37,751	311,260	128	3,148	42				352,345		
14	PEI Matching Funds (BHSA)	184,027	1,517,409	813	15,338	204				1,717,590		
15	Prevention & Early Intervention (Non-Medi-Cal)	55,847	460,490	188	4,654	62	77,722	310,890	0	954,946		
16										1,764,797		
17	FIRST-5 (Non-Medi-Cal)	15,766	129,898	53	1,314	18	21,641	87,785	0	498,209		
18	FUNDING TOTAL	477,419	3,938,588	1,591	39,785	530	99,864	398,655	0	6,050,531		
19	NET COUNTY FUNDS (Local Cost) MUST = ZERO	0	0	0	0	0	0	0	0	0		
20	STATE FUNDING (Including Realignment)	255,640	2,107,997	862	21,303	284	99,664	398,655	0	1,096,301		
21	FEDERAL FUNDING	184,027	1,517,409	813	15,338	204	0	0	0	1,717,590		
22	TOTAL FUNDING	477,419	3,938,586	1,591	39,785	530	99,664	398,655	0	6,050,531		
23	TARGET COST PER UNIT OF SERVICE	\$ 1.25	\$ 1.70	\$ 1.70	\$ 3.15	\$ 1.72						
24	UNITS OF TIME (Days (Mode 05) / Minutes (Mode 15))	392,854	2,321,861	939	12,825	309				2,718,808		
											Client Days	
											392,854	

APPROVED:

Pamela Bender

Aug 22, 2024

Anthony Altamirano

Aug 22, 2024

Allison Cunningham LCSW SPH

Aug 23, 2024

PROVIDER AUTHORIZED SIGNATURE

DATE

DBH FISCAL SERVICES

DATE

DBH PROGRAM MANAGER

DATE

Pamela Bender

Anthony Altamirano

Allison Cunningham

PROVIDER AUTHORIZED SIGNER (PRINT NAME)

DBH FISCAL SERVICES (PRINT NAME)

DBH PROGRAM MANAGER (PRINT NAME)

PREPARED BY: Michael Guerrero  
DBH FISCAL SERVICES



SCHEDULE A & B

Schedule B

SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH

STAFFING DETAIL

FY 2024 - 2025

October 1, 2024 - June 30, 2025

(9 months)

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

CONTRACTOR NAME: California Association of Health and Education Linked Professionals, JPA (CAHELP) (

Name	Degree/ License	Position Title	Position is Full Time Providing SMHS change to N/A	DMC	Full Time Annual Salary	Full Time Fringe Benefits	Total Full Time Salaries & Benefits	% Cost Allocated Contract Services	Total Salaries and Benefits Charged to Contract Services	Budgeted Hours of Contract Services	Total Salaries Charged to Contract Services	Total Benefits Charged to Contract Services
EC001		ACCOUNTING TECH	N	D	57,880	37,282	105,171	100%	10,517		5,789	3,728
EC003		ACCOUNTING TECH	N	D	57,880	37,421	105,310	85%	88,431		44,126	24,323
EC005	OPTAL METLCSW/MNS/BSBA	BHCT	Y	D	86,494	43,199	129,693	100%	129,693		86,494	43,199
EC013	OPTAL METLCSW/MNS/BSBA	BHCT	Y	D	82,307	42,075	124,472	100%	124,472		82,307	42,075
EC018	OPTAL METLCSW/MNS/BSBA	BHCT	Y	D	82,307	42,075	124,472	100%	124,472		82,307	42,075
EC041	OPTAL METLCSW/MNS/BSBA	BHCT	Y	D	83,979	42,236	126,235	100%	126,235		83,979	42,236
EC047	OPTAL METLCSW/MNS/BSBA	BHCT	Y	D	90,263	42,549	132,813	100%	132,813		90,263	42,549
EC053	OPTAL METLCSW/MNS/BSBA	BHCT	Y	D	81,272	41,579	122,850	100%	122,850		81,272	41,579
EC057	OPTAL METLCSW/MNS/BSBA	BHCT	Y	D	81,683	38,046	119,780	85%	101,813		69,431	32,382
EC067	OPTAL METLCSW/MNS/BSBA	BHCT	Y	D	90,263	44,578	134,841	100%	134,841		90,263	44,578
EC073	OPTAL METLCSW/MNS/BSBA	BHCT	Y	D	103,838	48,743	152,581	100%	152,581		103,838	48,743
EC026	OPTAL METLCSW/MNS/BSBA	BHCT	Y	D	83,208	42,971	126,179	100%	126,179		83,208	42,971
EC027	OPTAL METLCSW/MNS/BSBA	BHCT	Y	D	87,668	52,307	139,975	100%	139,975		87,668	52,307
EC031	OPTAL METLCSW/MNS/BSBA	BHCT	Y	D	83,979	42,426	126,405	100%	126,405		83,979	42,426
EC034	OPTAL METLCSW/MNS/BSBA	BHCT	Y	D	87,668	42,426	130,096	100%	130,096		87,668	42,426
EC075	OPTAL METLCSW/MNS/BSBA	BHCT	Y	D	199,620	60,133	259,754	100%	259,754		199,620	60,133
EC082	OPTAL METLCSW/MNS/BSBA	BHCT	Y	D	116,319	53,826	169,145	100%	169,145		116,319	53,826
EC018	MFT OR LCSW	BHCT/PT/PS/VSOR	Y	D	144,573	61,826	206,399	5%	10,326		7,228	3,051
EC043	MFT OR LCSW	BHCT/PT/PS/VSOR	Y	D	139,873	55,236	195,121	87%	151,054		112,981	48,073
EC001	MFT OR LCSW	BHCT/PT/PS/VSOR	Y	D	136,197	59,183	195,380	85%	166,073		115,757	50,305
EC002	MFT OR LCSW	BHCT/PT/PS/VSOR	Y	D	137,664	58,511	196,175	50%	98,088		68,827	29,261
EC003	MFT OR LCSW	BHCT/PT/PS/VSOR	Y	D	137,664	59,486	197,140	100%	197,140		137,664	59,486
TBE	MFT OR LCSW	BHCT/PT/PS/VSOR	Y	D	139,873	55,236	195,141	100%	195,141		129,875	55,266
EC053	MNS/BA/BSA/ADN	CLINICAL NURSE	Y	D	83,708	42,491	126,199	100%	126,199		83,708	42,491
EC056	MNS/BA/BSA/ADN	CLINICAL NURSE	Y	D	95,471	46,216	141,677	100%	141,677		95,471	46,216
EC057	MNS/BA/BSA/ADN	CLINICAL NURSE	Y	D	102,713	48,536	151,249	100%	151,249		102,713	48,536
EC058	MNS/BA/BSA/ADN	CLINICAL NURSE	Y	D	94,123	43,763	137,886	100%	137,886		94,123	45,755
EC026		JANITORIES SERVICES SPECIALIST	N	D	62,971	35,836	98,827	100%	98,827		62,971	35,836



**SCHEDULE A & B**

EO027		DAM CHILDREN'S SERVICES SPECIALIST	N	D		33,146	87,477	30%	26,243	16,299	9,944
EO064	LMT/CLC/SSA	DIRECTOR	N	D		67,541	230,730	30%	59,219	48,957	20,262
EO164		DACC MANAGER	N	D		31,118	115,331	15%	17,300	12,599	4,701
EO170		DACC MANAGER	N	D		41,236	121,482	15%	18,232	12,034	5,183
EO167	MPTAL MET/CLSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D		88,936	111,462	100%	111,462	72,527	38,936
EO170	MPTAL MET/CLSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D		27,118	100,244	100%	100,244	72,527	27,718
EO171	MPTAL MET/CLSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D		79,342	112,661	80%	90,128	58,834	31,295
EO180	MPTAL MET/CLSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D		53,146	101,769	100%	101,769	66,623	35,146
EO192	MPTAL MET/CLSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D		53,504	103,252	100%	103,252	67,748	35,504
EO194	MPTAL MET/CLSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D		53,146	101,769	100%	101,769	66,623	35,146
EO199	MPTAL MET/CLSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D		86,529	105,611	100%	105,611	69,082	36,529
EO203	MPTAL MET/CLSW/MS/BS/BA	INTERVENTION SPE	Y	D		27,048	97,508	100%	97,508	70,450	27,048
EO264	MPTAL MET/CLSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D		90,120	112,662	100%	112,662	73,542	39,120
EO269	MPTAL MET/CLSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D		88,963	111,489	100%	111,489	72,527	38,963
EO313	MPTAL MET/CLSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D		57,840	106,522	100%	106,522	69,082	37,840
EO342	MPTAL MET/CLSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D		53,146	101,769	100%	101,769	66,623	35,146
EO328	MPTAL MET/CLSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D		70,460	107,443	100%	107,443	70,450	36,993
EO315	MPTAL MET/CLSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D		69,082	106,754	100%	106,754	69,082	37,673
EO346	MPTAL MET/CLSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D		69,335	107,271	100%	107,271	69,335	37,937
EO349	MPTAL MET/CLSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D		69,082	106,522	100%	106,522	69,082	37,840
EO350	MPTAL MET/CLSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D		27,048	97,508	100%	97,508	70,450	27,048
EO354	MPTAL MET/CLSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D		67,957	94,154	100%	94,154	67,957	26,237
EO351	MPTAL MET/CLSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D		38,294	108,754	100%	108,754	70,450	38,294
EO362	MPTAL MET/CLSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D		57,921	107,255	100%	107,255	69,335	37,921
EO364	MPTAL MET/CLSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D		71,402	106,968	100%	106,968	71,402	38,567
EO363	MPTAL MET/CLSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D		69,335	105,933	100%	105,933	69,335	36,599
EO366	MPTAL MET/CLSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D		69,335	107,050	100%	107,050	69,335	37,715
EO369	MPTAL MET/CLSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D		26,244	94,221	100%	94,221	67,957	26,244
EO374	MPTAL MET/CLSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D		33,504	103,252	100%	103,252	67,748	35,504
EO379	MPTAL MET/CLSW/MS/BS/BA	INTERVENTION SPECIALIST	Y	D		33,504	103,252	100%	103,252	67,748	35,504
EO390	BA OR BS	MANAGER, FISCAL SERVICES	N	D		50,800	180,727	35%	55,254	38,474	17,771
EO449		OFFICE SPECIALIST II	N	D		51,728	84,020	30%	25,206	15,518	9,687
EO504		OFFICE SPECIALIST II	N	D		33,872	90,919	100%	90,919	57,047	33,872





**SCHEDULE A & B**

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

Contractor Name: California Association of Health and  
Education Linked Professions, IPA  
Provider RU# 36CGE  
Contract/RFP# 22-148

FY 2024 - 2025

Prepared by: Thomas Flores  
Title: Manager, Fiscal Services

Address: 17800 Highway 18  
Apple Valley, CA 92307

Date Form Completed: 7/26/2024

**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.**

**October 1, 2024 - June 30, 2025**

ITEM	TOTAL COST TO ORGANIZATION	% CHARGED TO OTHER FUNDING SOURCE	TOTAL COST TO OTHER FUNDING SOURCE	PERCENT CHARGED TO PROGRAM	TOTAL COST TO PROGRAM
1 Materials	\$2,756	0%	\$0	100%	\$2,756
2 Supplies	\$17,100	0%	\$0	100%	\$17,100
3 Equipment and Furniture	\$5,175	0%	\$0	100%	\$5,175
4 Computer Maintenance	\$255,529	0%	\$0	100%	\$255,529
5 Mileage and Phone Stipends	\$40,280	0%	\$0	100%	\$40,280
6 Staff Development	\$29,775	0%	\$0	100%	\$29,775
7 Utilities	\$23,798	0%	\$0	100%	\$23,798
8 Rent and Lease Building	\$59,180	0%	\$0	100%	\$59,180
9 Rent and Lease Equipment	\$14,912	0%	\$0	100%	\$14,912
10 Maintenance and Repairs	\$14,513	0%	\$0	100%	\$14,513
11 Dues and Subscriptions	\$1,050	0%	\$0	100%	\$1,050
12 Professional Services	\$161,791	0%	\$0	100%	\$161,791
13 Other Services	\$22,550	0%	\$0	100%	\$22,550
14 Indirect Cost	\$700,499	0%	\$0	100%	\$700,499
15		100%	\$0		\$0
55		100%	\$0		\$0
<b>SUBTOTAL B:</b>	<b>\$1,348,908</b>		<b>\$0</b>		<b>\$1,348,908</b>
<b>GROSS COSTS TOTAL STAFFING AND OPERATING EXPENSES:</b>					<b>\$9,966,352</b>



SCHEDULE A & B

SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
SCHEDULE B  
BUDGET NARRATIVE  
FY 2024 - 2025

Contractor Name: California Association of Health and  
Provider RU# 36CGE  
Contract/RFP# 22-148  
Address: 17800 Highway 18  
Apple Valley, CA 92307  
Date Form Completed: 7/26/2024

Prepared by: Thomas Flores  
Title: Manager, Fiscal Services

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.

October 1, 2024 - June 30, 2025

ITEM	Justification of Cost
1 Materials	The costs for materials include direct services, incentives, food for community events, and other items used to facilitate various therapies and other supports to clients, family members, and caregivers including goods, services, and other items necessary for daily living.
2 Supplies	The costs for supplies include general program support and other items necessary for daily living related to operating the program.
3 Equipment and Furniture	The costs include office equipment, printers, copiers, and furniture related to operating the program.
4 Computer Maintenance	Computers, software, peripherals, and other related expenses. Costs for use and support of various software programs, information technology network user fees.
5 Mileage and Phone Stipends	Mileage paid to staff traveling for service and business related purposes. Mileage paid at standard IRS mileage rate and cell phone stipends paid according to policy.
6 Staff Development	These costs include training services providers, administrators, and support staff.
7 Utilities	Natural gas, electricity, water services, professional cleaning, waste disposal, pest control, cable, telephone service, and other related expenses. The amount was calculated based on historical trend analysis combined with current year actuals.
8 Rent and Lease Building	Classroom and building leases are calculated based on fee servicing this program. Total rent/building cost times the program FTE percentage is the amount charged to the program for each region.
9 Rent and Lease Equipment	Equipment leases are calculated based on FTE servicing this program. Total equipment cost times the program fee percentage is the amount charged to the program.
10 Maintenance and Repairs	These costs include maintenance and related costs for buildings and equipment. We used historical costs combined with current year actual to compute the cost.
11 Dues and Subscriptions	These costs include board approved organizational and individual memberships.
12 Professional Services	These costs include general services for administrative or instructional purposes provided by an outside vendor, including a psychologist by point quest, audiology services by pacific hearing services, psychiatric services by Dr. Edhere, psychiatric and pediatric services by Jackson & Coker, and translation services by Asian American Resource Center, for additional program support.
13 Other Services	These costs include jet mail and warehouse delivery services, postage, duplication services and imprinted promotional items.
14 Indirect Cost	An indirect cost rate is set by the California Department of Education. The rate for fiscal year 2024/25 is 7.56% and is applied to actual program expenses. Indirect costs are costs not identified by any one program or cost center. The indirect cost is the sum of program expenditures (salaries/benefits and operating costs, with minor exceptions) times the indirect cost rate. The indirect cost rate is well below the county maximum of 15%.
15	
55	

SCHEDULE A & B

SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
SCHEDULE B  
FY 2024 - 2025  
Service Projections (Mode 15)

Contractor Name: 

36CGE

Provider # 

22-148

Contract/RFP# 

17800 Highway 18

Address: 

Apple Valley, CA 92307

Date Form Completed: 

7/26/2024

Date Form Revised:

Productivity Expectation: 60%

CM Rate per Min. 

\$4.06

 MHS Rate/Min 

\$5.52

 MSS Rate/Min 

\$10.26

 Crisis Rate/Min 

\$5.59

Agency Per Min Rates:

Target Cost Per Unit of Service 

\$1.25

\$1.70

\$3.15

\$1.72

ALL YELLOW HIGHLIGHTED AREAS REQUIRE INPUT BY PROVIDER

MONTH	Estimated Units of Service (Minutes)	Planned Clinical FTE's	Projected Revenue Generated by Service Type					Crisis Intervention (70)	Clients Served		
			Case Management and ICC (01-09)	Mental Health Services (10-50)	Intensive Home Based Services (57)	Medication Support (60)			Admissions (Episodes Opened)	Discharges (Episodes Closed)	Monthly Census
Jul-24		64.22	\$0	\$0	\$0	\$0	\$0	\$0			1,350
Aug-24		64.22	\$0	\$0	\$0	\$0	\$0	\$0			1,350
Sep-24		64.22	\$0	\$0	\$0	\$0	\$0	\$0			1,350
Oct-24	302,068	64.22	\$53,047	\$437,398	\$177	\$4,421	\$59	\$59	211	186	1,375
Nov-24	302,068	64.22	\$53,047	\$437,398	\$177	\$4,421	\$59	\$59	137	179	1,333
Dec-24	302,068	64.22	\$53,047	\$437,398	\$177	\$4,421	\$59	\$59	92	199	1,226
Jan-25	302,068	64.22	\$53,047	\$437,398	\$177	\$4,421	\$59	\$59	138	181	1,183
Feb-25	302,068	64.22	\$53,047	\$437,398	\$177	\$4,421	\$59	\$59	209	200	1,192
Mar-25	302,068	64.22	\$53,047	\$437,398	\$177	\$4,421	\$59	\$59	211	151	1,252
Apr-25	302,068	64.22	\$53,047	\$437,398	\$177	\$4,421	\$59	\$59	195	200	1,247
May-25	302,068	64.22	\$53,047	\$437,398	\$177	\$4,421	\$59	\$59	176	169	1,254
Jun-25	302,068	64.22	\$53,047	\$437,398	\$177	\$4,421	\$59	\$59	50	93	1,211
TOTAL	2,718,608		\$477,419	\$3,936,586	\$1,591	\$39,785	\$530	\$530	1,419	1,558	
Total Revenue									Unduplicated Clients Served		2,769
									Estimated Cost Per Client:		\$1,609







SCHEDULE A - Planning Estimates

SAN BERNARDINO COUNTY

DEPARTMENT OF BEHAVIORAL HEALTH

Actual Cost Contract (cost reimbursement)

Screening, Assessment, Referral, and Treatment (SART)

Prepared by: Thomas Flores  
Title: Manager, Fiscal Services

FY 2025 - 2026  
July 1, 2025 - June 30, 2026

Contractor Name:

Provider RU #

Contract/RFP#

Address:

Date Form Completed:

Date Form Revised:

SCHEDULE A & B

California Association of Health and Education Linked Professions, JPA (CAHELP) (Desert Mountain Children's Center)
36CGE
22-148
17800 Highway 18
Apple Valley, CA 92307
7/26/2024

LINE	MODE OF SERVICE	Early Intervention Services					Prevention Services				TOTAL
		15-Outpatient					45 - Outreach				
#	SERVICE FUNCTION	Case Mgmt and ICC (01-05)	Mental Health Services (10-50)	Intensive Home Based Services (57)	Medication Support (60)	Crisis Intervention (70)	Mental Health Promotion (10-15)	Community Client Services (20-25)	Client Flexible Support (72)	Non-Med-Cal Client Support (78)	
1	Distribution %	9.0%	74.21%	0.03%	0.75%	0.01%	1.00%	4.00%	0.00%	11.00%	
1	Distribution %	9.00%	74.21%	0.03%	0.75%	0.01%	1.00%	4.00%	0.00%	11.00%	
EXPENSES											
2	SALARIES	738,280	8,087,532	2,481	61,523	820	82,031	328,125		902,343	
3	BENEFITS	347,518	2,895,482	1,159	28,980	380	39,613	154,453		424,745	
(2+3 must equal total staffing costs)											
4	OPERATING EXPENSES	1,095,799	8,953,014	3,819	90,483	1,206	120,644	482,577		1,327,087	
5	TOTAL EXPENSES (2+3+4)	1,074,521	13,960,732	588	13,964	180	18,000	74,423	0	204,863	
AGENCY REVENUES											
6	PATIENT FEES										
7	PATIENT INSURANCE										
8	MEDICARE										
9	GRANTS/OTHER	578,398	4,752,848	1,821	48,032	840	39,250	107,000		331,750	
10	TOTAL AGENCY REVENUES (6+7+8+9)	578,398	4,752,848	1,921	48,032	840	39,250	107,000	0	331,750	
11	CONTRACT AMOUNT (5-10)	578,882	5,581,099	2,256	56,405	752	100,000	450,000	0	1,200,000	
FUNDING											
12	MEDICAL (FFP)	282,499	2,164,447	875	21,875	292				2,448,987	
13	Provider Matching Funds									0	
14	PEI Matching Funds (BHS)	50,335	415,040	168	4,195	58				0	
15	Prevention & Early Intervention (Non-Med/Cal)	282,499	2,164,447	875	21,875	292				468,793	
16	FIRST-5 (Non-Med/Cal)	89,029	734,090	287	7,419	99	87,688	364,594	0	1,052,251	
17	FUNDING TOTAL	12,501	103,075	42	1,042	14	12,312	55,408	0	147,749	
18	NET COUNTY FUNDS (Local Cost) MUST = ZERO	678,882	5,581,099	2,258	56,405	752	100,000	450,000	0	1,200,000	
19	STATE FUNDING (Including Realignment)	0	0	0	0	0	0	0	0	0	
20	FEDERAL FUNDING	384,028	3,001,812	1,213	30,338	404	100,000	450,000	0	1,200,000	
21	TOTAL FUNDING	282,499	2,164,447	875	21,875	292	0	0	0	2,448,987	
22	TARGET COST PER UNIT OF SERVICE	576,862	5,581,099	2,256	56,405	752	100,000	450,000	0	1,200,000	
23	UNITS OF TIME (Days (Mode 05) / Minutes (Mode 15))	\$ 1.77	\$ 2.40	\$ 2.40	\$ 4.47	\$ 2.43					
24		382,854	2,321,881	939	12,825	309				2,718,808	

APPROVED:

Pamela Bender

Aug 22, 2024

Anthony Altamirano

Aug 22, 2024

Allison Cunningham, LCSW, SPM

Aug 23, 2024

PROVIDER AUTHORIZED SIGNATURE

DATE

DBH FISCAL SERVICES

DATE

DBH PROGRAM MANAGER

DATE

Pamela Bender

Anthony Altamirano

Allison Cunningham

PROVIDER AUTHORIZED SIGNER (PRINT NAME)

DBH FISCAL SERVICES (PRINT NAME)

DBH PROGRAM MANAGER (PRINT NAME)

PREPARED BY: Michael Guerrero  
DBH FISCAL SERVICES



### Schedule B

**SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH  
STAFFING DETAIL**

July 1, 2025 - June 30, 2025

192 謝國興、陳國治

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

CONTRACTOR NAME: California Association of Health and Education Linked Professions, JPA (CAHELP)

CONTRACTOR NAME: California Association of Health and Educational Workers (CAHEW) - 11										
Name	Degree/ License	Position Title	Position Is Full Time Providing Services, Change to Part Time	Full Time Annual Salary*	Full Time Benefit Benefit*	Total Full Time Salary & Benefit*	% Cost Allocated Contract Services	Total Salary and Benefit Charged to Contract Services	Budgeted Hour of Contract Services	Total Salary and Benefit Charged to Contract Services
EC0001		ACCOUNTING TECH	N	95,045	22,104	117,139	10%	14,724	9,508	5,216
EC0002		ACCOUNTING TECH	N	95,045	22,104	117,139	83%	95,832	61,779	34,063
EC0003		BHC I	Y	121,091	60,733	181,824	100%	121,091	121,091	60,733
EC0010		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0013		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0014		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0017		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0018		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0019		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0020		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0021		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0022		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0023		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0024		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0025		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0026		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0027		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0028		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0029		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0030		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0031		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0032		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0033		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0034		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0035		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0036		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0037		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0038		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0039		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0040		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0041		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0042		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0043		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0044		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0045		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0046		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0047		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0048		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0049		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0050		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0051		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0052		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0053		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0054		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0055		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0056		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0057		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0058		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0059		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0060		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0061		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0062		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0063		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0064		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0065		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0066		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0067		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0068		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0069		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0070		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0071		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0072		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0073		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0074		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0075		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0076		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0077		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0078		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0079		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0080		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0081		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0082		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0083		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0084		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0085		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0086		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0087		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0088		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0089		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0090		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0091		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0092		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0093		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0094		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0095		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0096		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0097		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0098		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0099		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0100		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0101		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0102		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0103		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0104		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0105		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0106		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0107		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0108		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0109		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0110		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0111		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0112		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0113		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0114		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0115		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0116		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0117		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0118		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0119		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0120		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0121		BHC I	Y	115,354	24,905	140,259	100%	115,355	115,355	59,905
EC0122		BHC I	Y	115,354	24,905	140,259	100%	115,355		



[illegible]

\*Clinical Therapist are contracted employees that are part time but 65% their time is towards the MHI services

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

Input "D" to indicate a direct staffing position and input "I" for an indirect staffing position

Note, administrative and clerical staff are normally treated as indirect cost. For any administrative or clerical staff that are identified as direct please ensure the personnel description is embellished to show some form of direct involvement in the project.

**Contracted positions need to be Clinical positions only. Any Non-clinical contracted position need to be included on the Operating Expense schedule only.**

**SCHEDULE A & B**

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

FY 2025 - 2026

Contractor Name: California Association of Health and  
Education Linked Professions, JPA  
Provider RU# 36CGE  
Contract/RFP# 22-148  
Address: 17800 Highway 18  
Apple Valley, CA 92307  
Date Form Completed: 7/26/2024

Prepared by: Thomas Flores  
Title: Manager, Fiscal Services

**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.**

**July 1, 2025 - June 30, 2026**

ITEM	TOTAL COST TO ORGANIZATION	% CHARGED TO OTHER FUNDING SOURCE	TOTAL COST TO OTHER FUNDING SOURCE	PERCENT CHARGED TO PROGRAM	TOTAL COST TO PROGRAM
1 Materials	\$3,749	0%	\$0	100%	\$3,749
2 Supplies	\$23,256	0%	\$0	100%	\$23,256
3 Equipment and Furniture	\$7,038	0%	\$0	100%	\$7,038
4 Computer Maintenance	\$347,519	0%	\$0	100%	\$347,519
5 Mileage and Phone Stipends	\$54,781	0%	\$0	100%	\$54,781
6 Staff Development	\$40,494	0%	\$0	100%	\$40,494
7 Utilities	\$32,365	0%	\$0	100%	\$32,365
8 Rent and Lease Building	\$80,485	0%	\$0	100%	\$80,485
9 Rent and Lease Equipment	\$20,281	0%	\$0	100%	\$20,281
10 Maintenance and Repairs	\$19,737	0%	\$0	100%	\$19,737
11 Dues and Subscriptions	\$1,428	0%	\$0	100%	\$1,428
12 Professional Services	\$220,036	0%	\$0	100%	\$220,036
13 Other Services	\$30,667	0%	\$0	100%	\$30,667
14 Indirect Cost	\$978,737	0%	\$0	100%	\$978,737
15		100%	\$0		\$0
55		100%	\$0		\$0
<b>SUBTOTAL B:</b>	<b>\$1,860,573</b>		<b>\$0</b>		<b>\$1,860,573</b>
<b>GROSS COSTS TOTAL STAFFING AND OPERATING EXPENSES:</b>					<b>\$13,925,000</b>



**SCHEDULE A & B**

**SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
SCHEDULE B  
BUDGET NARRATIVE  
FY 2025 - 2026**

Contractor Name: California Association of Health and  
Provider RU# 36CGE  
Contract/RFP# 22-148  
Address: 17800 Highway 18  
Apple Valley, CA 92307  
Date Form Completed: 7/26/2024

Prepared by: Thomas Flores  
Title: Manager, Fiscal Services

**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.**

**July 1, 2025 - June 30, 2026**

ITEM	Justification of Cost
1 Materials	The costs for materials include direct services, incentives, food for community events, and other items used to facilitate various therapies and other supports to clients, family members, and caregivers including goods, services, and other items necessary for daily living.
2 Supplies	The costs for supplies include general program support and other items necessary for daily living related to operating the program.
3 Equipment and Furniture	The costs include office equipment, printers, copiers, and furniture related to operating the program.
4 Computer Maintenance	Computers, software, peripherals, and other related expenses. Costs for use and support of various software programs, information technology network user fees.
5 Mileage and Phone Stipends	Mileage paid to staff traveling for service and business related purposes. Mileage paid at standard IRS mileage rate and cell phone stipends paid according to policy.
6 Staff Development	These costs include training services providers, administrators, and support staff.
7 Utilities	Natural gas, electricity, water services, professional cleaning, waste disposal, pest control, cable, telephone service, and other related expenses. The amount was calculated based on historical trend analysis combined with current year actuals.
8 Rent and Lease Building	Classroom and building leases are calculated based on fee servicing this program. Total rent/building cost times the program FTE percentage is the amount charged to the program for each region.
9 Rent and Lease Equipment	Equipment leases are calculated based on FTE servicing this program. Total equipment cost times the program fee percentage is the amount charged to the program.
10 Maintenance and Repairs	These costs include maintenance and related costs for buildings and equipment. We used historical costs combined with current year actual to compute the cost.
11 Dues and Subscriptions	These costs include board approved organizational and individual memberships.
12 Professional Services	These costs include general services for administrative or instructional purposes provided by an outside vendor, including a psychologist by point quest, audiology services by pacific hearing services, psychiatric services by Dr. Edhere, psychiatric and pediatric services by Jackson & Coker, and translation services by Asian American Resource Center, for additional program support.
13 Other Services	These costs include jet mail and warehouse delivery services, postage, duplication services and imprinted promotional items.
14 Indirect Cost	An indirect cost rate is set by the California Department of Education. The current known state approved indirect cost rate is 7.56% for fiscal year 2024/25 and will be updated for the current fiscal year when made available. Indirect costs are costs not identified by any one program or cost center. The indirect cost is the sum of actual program expenditures (salaries/benefits and operating costs, with minor exceptions) times the indirect cost rate. The indirect cost rate is well below the county maximum of 15%.
15	
55	

SCHEDULE A & B

SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
SCHEDULE B  
FY 2025 - 2026  
Service Projections (Mode 15)

Contractor Name: 

Provider # 36CGE

Contract/RFP# 22-146

Address: 17800 Highway 18  
Apple Valley, CA 92307

Date Form Completed: 7/26/2024

Date Form Revised:

Productivity Expectation: 60%

Agency Per Min Rates: 

CM Rate per Min. \$4.06

MHS Rate/Min \$5.52

MSS Rate/Min \$10.26

Crisis Rate/Min \$5.59

Target Cost Per Unit of Service \$1.77

\$2.40

\$4.47

\$2.43

ALL YELLOW HIGHLIGHTED AREAS REQUIRE INPUT BY PROVIDER

MONTH	Estimated Units of Service (Minutes)	Planned Clinical FTE's	Projected Revenue Generated by Service Type					Clients Served		
			Case Management and ICC (01-09)	Mental Health Services (10-50)	Intensive Home Based Services (57)	Medication Support (60)	Crisis Intervention (70)	Admissions (Episodes Opened)	Discharges (Episodes Closed)	Starting Census
Jul-25	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	21	23	1,031
Aug-25	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	27	30	1,028
Sep-25	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	32	35	1,025
Oct-25	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	28	22	1,031
Nov-25	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	27	23	1,035
Dec-25	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	20	24	1,031
Jan-26	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	25	30	1,026
Feb-26	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	28	26	1,028
Mar-26	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	31	29	1,030
Apr-26	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	35	25	1,040
May-26	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	23	20	1,043
Jun-26	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	15	25	1,033
TOTAL	2,718,608		\$676,862	\$5,581,099	\$2,256	\$56,405	\$752	312	312	
			Total Revenue			\$6,317,374	Unduplicated Clients Served		1,345	
						Estimated Cost Per Client:		\$4,697		

SCHEDULE A &B

15-Outpatient	15-Outpatient	15-Outpatient	15-Outpatient	15-Outpatient	15-Outpatient
Case Management	Mental Health Services	Medication Support Services	Crisis Intervention	TOTAL	
382,854	2,322,820	12,625	309	2,718,608	
31904	193568	1052	26	226551	
31	188	1	0	220	
0.52	3.13	0.02	0.00	3.66	
Total Minutes of Services					
Total Monthly Minutes of Services (Average)					
Dosage (minutes) per client per month					
Dosage (hours) per client per month					

Total Hours Per Unduplicated Client for Duration of the Program: 65.87

Avg Monthly Census	Expected Length of Program (months)
1,032	18



SCHEDULE A - Planning Estimates

SAN BERNARDINO COUNTY

DEPARTMENT OF BEHAVIORAL HEALTH

Screening, Assessment, Referral, and Treatment (SART)

Actual Cost Contract (cost reimbursement)

Prepared by: Thomas Flores  
Title: Manager, Fiscal Services

FY 2026 - 2027  
July 1, 2026 - June 30, 2027

Contractor Name:

Provider RU #

Contract/RFP#

Address:

Date Form Completed:  
Date Form Revised:

SCHEDULE A &B

California Association of Health  
and Education Linked  
Professions, JPA (CAHELP)  
(Desert Mountain Children's  
Center)

36CGE

22-148

17800 Highway 18

Apple Valley, CA 92307

7/29/2024

LINE	MODE OF SERVICE	Early Intervention Services					Prevention Services			TOTAL
		15-outpatient		60 - Client Support						
#	SERVICE FUNCTION	Case Mgmt and ICC (01-05)	Mental Health Services (10-50)	Intensive Home Based Services (57)	Medication Support (60)	Crisis Intervention (70)	Mental Health Promotion (10-19)	Community Client Services (20-29)	Client Flexible Support (72)	Non-Med-Cal Client Support (78)
1	Distribution %	8.25%	74.21%	0.03%	0.75%	0.01%	1.00%	4.00%	0.00%	11.00%
1	Distribution %	8.25%	74.21%	0.03%	0.75%	0.01%	1.00%	4.00%	0.00%	11.00%
EXPENSES										
2	SALARIES	775,194	6,391,909	2,584	64,600	961	86,133	344,531		947,460
3	BENEFITS	364,894	3,008,766	1,216	30,408	405	40,544	162,175		445,982
(2+3 must equal total staffing costs)										
4	OPERATING EXPENSES	1,140,089	9,400,866	3,800	95,007	1,287	128,877	505,706		1,393,442
5	TOTAL EXPENSES (2+3+4)	1,733,318	14,228,374	5,777	144,398	1,922	192,488	76,981	0	211,725
AGENCY REVENUES										
6	PATIENT FEES									0
7	PATIENT INSURANCE									0
8	MEDI-CARE									0
9	GRANTS/OTHER	836,457	5,247,940	2,122	53,038	707	45,924	133,697	0	405,187
10	TOTAL AGENCY REVENUES (6+7+8+9)	836,457	5,247,940	2,122	53,038	707	45,924	133,697	0	405,187
11	CONTRACT AMOUNT (5-10)	676,882	5,581,099	2,266	56,405	752	100,000	450,000	0	1,200,000
FUNDING										
12	MED-CAL (FFP)	282,499	2,164,447	875	21,875	292				2,449,967
13										0
14	Provider Matching Funds (BHS-A)	50,335	415,040	168	4,195	56				468,793
15	PEI Matching Funds (BHS-A)	262,499	2,164,447	875	21,875	292				2,449,967
16	Prevention & Early Intervention (Non-Med/Cal)	101,529	837,165	338	8,481	113	100,000	450,000	0	1,200,000
17		0	0	0	0	0	0	0	0	0
18	FUNDING TOTAL	676,882	5,581,099	2,266	56,405	752	100,000	450,000	0	1,200,000
19	NET COUNTY FUNDS (Local Cost) MUST = ZERO	0	0	0	0	0	0	0	0	0
20	STATE FUNDING (Including Realignment)	364,028	3,001,812	1,213	30,398	404	100,000	450,000	0	1,200,000
21	FEDERAL FUNDING	292,499	2,164,447	875	21,875	292	0	0	0	2,449,967
22	TOTAL FUNDING	676,882	5,581,099	2,266	56,405	752	100,000	450,000	0	1,200,000
23	TARGET COST PER UNIT OF SERVICE	\$ 1.77	\$ 2.40	\$ 2.40	\$ 4.47	\$ 2.43				
24	UNITS OF TIME (Days (Mode 05) / Minutes (Mode 15))	392,854	2,321,981	939	12,825	309				2,718,808

APPROVED:

Pamela Bender

Pamela Bender (Aug 22, 2024 10:41 PM)

Aug 22, 2024

DATE

Anthony Altamirano

Anthony Altamirano (Aug 22, 2024 10:01 PM)

Aug 22, 2024

DATE

Allison Cunningham

Allison Cunningham (Aug 23, 2024 3:01 PM)

Aug 23, 2024

DATE

Pamela Bender

PROVIDER AUTHORIZED SIGNER (PRINT NAME)

Anthony Altamirano

DBH FISCAL SERVICES (PRINT NAME)

Allison Cunningham

DBH PROGRAM MANAGER (PRINT NAME)

PREPARED BY: Michael Guerrero  
DBH FISCAL SERVICES



SCHEDULE A & B

SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH

Schedule B

July 1, 2025 - June 30, 2027 (12 months)

FY 2025 - 2027

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

CONTRACTOR NAME: California Association of Health and Education Linked Professions, JP5 (CAHELP)

Name	Degree/ License	Position Title	Position is Clinical Providing SMHS change to	Full Time Annual Salary*	Full Time Fringe Benefit**	Total Full Time Salaries & Benefits*	% Cost Allocated Contract Services	Total Salaries Charged to Contract Services	Total Benefits Charged to Contract Services
PO001		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO002		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO003		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO004		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO005		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO006		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO007		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO008		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO009		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO010		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO011		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO012		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO013		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO014		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO015		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO016		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO017		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO018		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO019		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO020		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO021		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO022		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO023		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO024		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO025		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO026		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO027		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO028		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO029		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO030		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO031		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO032		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO033		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO034		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO035		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO036		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO037		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO038		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO039		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO040		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO041		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO042		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO043		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO044		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO045		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO046		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO047		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO048		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO049		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO050		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO051		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO052		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO053		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO054		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO055		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO056		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO057		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO058		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO059		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO060		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO061		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO062		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO063		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO064		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO065		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO066		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO067		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO068		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO069		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO070		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO071		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO072		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO073		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO074		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO075		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO076		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO077		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO078		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO079		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO080		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO081		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO082		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO083		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO084		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO085		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO086		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO087		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO088		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO089		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO090		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO091		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO092		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO093		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO094		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO095		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO096		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO097		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO098		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO099		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588
PO100		ADMINISTRATIVE	NO	94,292	5,588	99,880	100%	99,880	5,588





**SCHEDULE A & B**

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

Contractor Name: California Association of Health and  
Education Linked Professions, JPA  
Provider RU# 36CGE  
Contract/RFP# 22-148  
Address: 17800 Highway 18  
Apple Valley, CA 92307  
Date Form Completed: 7/26/2024

FY 2026 - 2027

Prepared by: Thomas Flores  
Title: Manager, Fiscal Services

**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.**

**July 1, 2026 - June 30, 2027**

ITEM	TOTAL COST TO ORGANIZATION	% CHARGED TO OTHER FUNDING SOURCE	TOTAL COST TO OTHER FUNDING SOURCE	PERCENT CHARGED TO PROGRAM	TOTAL COST TO PROGRAM
1 Materials	\$3,822	0%	\$0	100%	\$3,822
2 Supplies	\$23,712	0%	\$0	100%	\$23,712
3 Equipment and Furniture	\$7,176	0%	\$0	100%	\$7,176
4 Computer Maintenance	\$354,333	0%	\$0	100%	\$354,333
5 Mileage and Phone Stipends	\$55,855	0%	\$0	100%	\$55,855
6 Staff Development	\$41,288	0%	\$0	100%	\$41,288
7 Utilities	\$32,999	0%	\$0	100%	\$32,999
8 Rent and Lease Building	\$82,063	0%	\$0	100%	\$82,063
9 Rent and Lease Equipment	\$20,678	0%	\$0	100%	\$20,678
10 Maintenance and Repairs	\$20,124	0%	\$0	100%	\$20,124
11 Dues and Subscriptions	\$1,456	0%	\$0	100%	\$1,456
12 Professional Services	\$224,350	0%	\$0	100%	\$224,350
13 Other Services	\$31,269	0%	\$0	100%	\$31,269
14 Indirect Cost	\$1,025,648	0%	\$0	100%	\$1,025,648
15		100%	\$0		\$0
55		100%	\$0		\$0
<b>SUBTOTAL B:</b>	<b>\$1,924,773</b>		<b>\$0</b>		<b>\$1,924,773</b>
<b>GROSS COSTS TOTAL STAFFING AND OPERATING EXPENSES:</b>					<b>\$14,592,423</b>



# SCHEDULE A & B

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

Contractor Name: California Association of Health and  
Provider RU# 36CGE  
Contract/RFP# 22-148  
Address: 17800 Highway 18  
Apple Valley, CA 92307  
Date Form Completed: 7/26/2024

Prepared by: Thomas Flores  
Title: Manager, Fiscal Services

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.

July 1, 2026 - June 30, 2027

ITEM	Justification of Cost
1 Materials	The costs for materials include direct services, incentives, food for community events, and other items used to facilitate various therapies and other supports to clients, family members, and caregivers including goods, services, and other items necessary for daily living.
2 Supplies	The costs for supplies include general program support and other items necessary for daily living related to operating the program.
3 Equipment and Furniture	The costs include office equipment, printers, copiers, and furniture related to operating the program.
4 Computer Maintenance	Computers, software, peripherals, and other related expenses. Costs for use and support of various software programs, information technology network user fees.
5 Mileage and Phone Stipends	Mileage paid to staff traveling for service and business related purposes. Mileage paid at standard IRS mileage rate and cell phone stipends paid according to policy.
6 Staff Development	These costs include training services providers, administrators, and support staff.
7 Utilities	Natural gas, electricity, water services, professional cleaning, waste disposal, pest control, cable, telephone service, and other related expenses. The amount was calculated based on historical trend analysis combined with current year actuals.
8 Rent and Lease Building	Classroom and building leases are calculated based on fee servicing this program. Total rent/building cost times the program FTE percentage is the amount charged to the program for each region.
9 Rent and Lease Equipment	Equipment leases are calculated based on FTE servicing this program. Total equipment cost times the program fee percentage is the amount charged to the program.
10 Maintenance and Repairs	These costs include maintenance and related costs for buildings and equipment. We used historical costs combined with current year actual to compute the cost.
11 Dues and Subscriptions	These costs include board approved organizational and individual memberships.
12 Professional Services	These costs include general services for administrative or instructional purposes provided by an outside vendor, including a psychologist by point quest, audiology services by pacific hearing services, psychiatric services by Dr. Echere, psychiatric and pediatric services by Jackson & Coker, and translation services by Asian American Resource Center, for additional program support.
13 Other Services	These costs include jet mail and warehouse delivery services, postage, duplication services and imprinted promotional items.
14 Indirect Cost	An indirect cost rate is set by the California Department of Education. The current known state approved indirect cost rate is 7.56% for fiscal year 2024/25 and will be updated for the current fiscal year when made available. Indirect costs are costs not identified by any one program or cost center. The indirect cost is the sum of actual program expenditures (salaries/benefits and operating costs, with minor exceptions) times the indirect cost rate. The indirect cost rate is well below the county maximum of 15%.
15	
55	



# SCHEDULE A & B

SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
SCHEDULE B  
FY 2026 - 2027  
Service Projections (Mode 15)

Contractor Name:		36CGE	
Provider #		22-148	
Contract/RFP#		17800 Highway 18	
Address:		Apple Valley, CA 92307	
Date Form Completed:		7/26/2024	
Date Form Revised:			

MONTH	Estimated Units of Service (Minutes)	Planned Clinical FTE's	Projected Revenue Generated by Service Type					Crisis Intervention (70)	Clients Served		
			Case Management and ICC (01-09)	Mental Health Services (10-50)	Intensive Home Based Services (57)	Medication Support (60)			Admissions (Episodes Opened)	Discharges (Episodes Closed)	Monthly Census
Jul-26	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	\$63	21	23	1,031
Aug-26	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	\$63	27	30	1,028
Sep-26	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	\$63	32	35	1,025
Oct-26	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	\$63	28	22	1,031
Nov-26	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	\$63	27	23	1,035
Dec-26	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	\$63	20	24	1,031
Jan-27	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	\$63	25	30	1,026
Feb-27	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	\$63	28	26	1,028
Mar-27	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	\$63	31	29	1,030
Apr-27	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	\$63	35	25	1,040
May-27	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	\$63	23	20	1,043
Jun-27	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	\$63	15	25	1,033
TOTAL	2,718,608		\$676,862	\$5,581,099	\$2,256	\$56,405	\$752	\$752	312	312	
Total Revenue								\$6,317,374	Unduplicated Clients Served		1,345
								Estimated Cost Per Client:		\$4,697	

SCHEDULE A & B

15-Outpatient	15-Outpatient	15-Outpatient	15-Outpatient	15-Outpatient	
Case Management	Mental Health Services	Medication Support Services	Crisis Intervention	TOTAL	
382,854	2,322,820	12,625	309	2,718,608	
31904	193568	1052	26	226551	
31	188	1	0	220	
0.52	3.13	0.02	0.00	3.66	
Total Minutes of Services					
Total Monthly Minutes of Services (Average)					
Dosage (minutes) per client per month					
Dosage (hours) per client per month					

Total Hours Per Unduplicated Client for Duration of the Program: 65.87

Avg Monthly Census	Expected Length of Program (months)
1,032	18



SCHEDULE A - Planning Estimates

SAN BERNARDINO COUNTY

DEPARTMENT OF BEHAVIORAL HEALTH

Screening, Assessment, Referral, and Treatment (SART)

Actual Cost Contract (cost reimbursement)

Prepared by: Thomas Flores  
Title: Manager, Fiscal Services

FY 2027 - 2028  
July 1, 2027 - June 30, 2028

Contractor Name:

Provider RU #

Contract/RFP#

Address:

Date Form Completed:

Date Form Revised:

SCHEDULE A & B

California Association of Health and Education Linked Professions, JPA (CA-HELP)  
(Desert Mountain Children's Center)

36C6E

22-148

17800 Highway 18

Apple Valley, CA 92307

7/28/2024

LINE	MODE OF SERVICE	Early Intervention Services					Prevention Services				TOTAL
	SERVICE FUNCTION	Case Mgmt and ICC (01-05)	Mental Health (10-50)	Intensive Home Based Services (57)	Medication support (60)	Crisis Intervention (70)	Mental Health Promotion (10-13)	Community Client Services (20-23)	Client Flexible Support (72)	Non-Med-Cal Client Support (76)	
#											
1	100%	9.05%	74.21%	0.03%	0.75%	0.01%	1.00%	4.00%	0.00%	11.00%	
1	100%	9.05%	74.21%	0.03%	0.75%	0.01%	1.00%	4.00%	0.00%	11.00%	
EXPENSES											
2	SALARIES	813,955	6,711,510	2,713	67,830	904	60,439	361,758		904,834	
3	BENEFITS	383,139	3,159,192	1,277	31,928	428	42,571	170,284		488,281	
	(2+3 must equal total staffing costs)	1,197,094	9,870,703	3,990	99,758	1,330	133,010	532,042		1,483,116	
4	OPERATING EXPENSES	178,376	1,470,810	595	14,865	198	19,820	79,278	0	218,015	
5	TOTAL EXPENSES (2+3+4)	1,375,470	11,341,513	4,585	114,622	1,528	152,830	611,320	0	1,681,130	
AGENCY REVENUES											
6	PATIENT FEES									0	
7	PATIENT INSURANCE									0	
8	MEDI-CARE									0	
9	GRANTS/OTHER	688,608	5,760,414	2,329	58,217	778	52,830	161,320	0	481,130	
10	TOTAL AGENCY REVENUES (6+7+8+9)	688,608	5,760,414	2,329	58,217	778	52,830	161,320	0	481,130	
11	CONTRACT AMOUNT (5-10)	676,862	5,581,099	2,256	56,405	752	100,000	450,000	0	1,200,000	
FUNDING											
12	85.00%	282,499	2,164,447	875	21,875	292				2,449,887	
13										0	
13										0	
13	Provider Matching Funds	50,335	415,040	188	4,195	58				458,793	
14	PEI Matching Funds (BHSA)	282,499	2,164,447	875	21,875	292				2,449,887	
15	45.63%	101,529	837,165	339	8,481	113	100,000	450,000	0	1,200,000	
16	100.00%										
17		0	0	0	0	0	0	0	0	0	
17	0.00%	676,862	5,581,099	2,256	56,405	752	100,000	450,000	0	1,200,000	
18										0	
18	FUNDING TOTAL	676,862	5,581,099	2,256	56,405	752	100,000	450,000	0	1,200,000	
19	NET COUNTY FUNDS (Local Cost) MUST = ZERO	0	0	0	0	0	0	0	0	0	
20	STATE FUNDING (Including Realignment)	384,028	3,001,812	1,213	30,336	404	100,000	450,000	0	1,200,000	
21	FEDERAL FUNDING	282,499	2,164,447	875	21,875	292	0	0	0	0	
22	TOTAL FUNDING	676,862	5,581,099	2,256	56,405	752	100,000	450,000	0	1,200,000	
23	TARGET COST PER UNIT OF SERVICE	\$ 1.77	\$ 2.40	\$ 2.40	\$ 4.47	\$ 2.43					
24	UNITS OF TIME (Days (Mode 05) / Minutes (Mode 15))	382,854	2,321,881	939	12,625	309				2,718,808	

APPROVED:

Pamela Bender

Aug 22, 2024

Anthony Altamirano

Aug 22, 2024

Allison Cunningham, LCSW, SPH

Aug 23, 2024

PROVIDER AUTHORIZED SIGNATURE

DBH FISCAL SERVICES

DATE

DBH PROGRAM MANAGER

DATE

Pamela Bender

Anthony Altamirano

Allison Cunningham

PROVIDER AUTHORIZED SIGNER (PRINT NAME)

DBH FISCAL SERVICES (PRINT NAME)

DBH PROGRAM MANAGER (PRINT NAME)

PREPARED BY: Michael Guerrero  
DBH FISCAL SERVICES



[illegible]





SCHEDULE A &B

SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
SCHEDULE B

FY 2027 - 2028

Prepared by: Thomas Flores  
Title: Manager, Fiscal Services

California Association of Health and  
Contractor Name: Education Linked Professions...IPA  
Provider RU# 36CGE  
Contract/RFP# 22-148  
Address: 17800 Highway 18  
Apple Valley, CA 92307  
Date Form Completed: 7/26/2024

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.

July 1, 2027 - June 30, 2028

ITEM	TOTAL COST TO ORGANIZATION	% CHARGED TO OTHER FUNDING SOURCE	TOTAL COST TO OTHER FUNDING SOURCE	PERCENT CHARGED TO PROGRAM	TOTAL COST TO PROGRAM
1 Materials	\$3,859	0%	\$0	100%	\$3,859
2 Supplies	\$23,940	0%	\$0	100%	\$23,940
3 Equipment and Furniture	\$7,245	0%	\$0	100%	\$7,245
4 Computer Maintenance	\$357,740	0%	\$0	100%	\$357,740
5 Mileage and Phone Stipends	\$56,392	0%	\$0	100%	\$56,392
6 Staff Development	\$41,685	0%	\$0	100%	\$41,685
7 Utilities	\$33,317	0%	\$0	100%	\$33,317
8 Rent and Lease Building	\$82,852	0%	\$0	100%	\$82,852
9 Rent and Lease Equipment	\$20,877	0%	\$0	100%	\$20,877
10 Maintenance and Repairs	\$20,318	0%	\$0	100%	\$20,318
11 Dues and Subscriptions	\$1,470	0%	\$0	100%	\$1,470
12 Professional Services	\$226,507	0%	\$0	100%	\$226,507
13 Other Services	\$31,569	0%	\$0	100%	\$31,569
14 Indirect Cost	\$1,074,186	0%	\$0	100%	\$1,074,186
15		100%	\$0		\$0
55		100%	\$0		\$0
SUBTOTAL B:	\$1,981,957		\$0		\$1,981,957
GROSS COSTS TOTAL STAFFING AND OPERATING EXPENSES:					\$15,282,994



**SCHEDULE A & B**

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

Contractor Name: California Association of Health and  
Provider RU# 36CGE  
Contract/RFP# 22-148  
Address: 17800 Highway 18  
Apple Valley, CA 92307  
Date Form Completed: 7/26/2024

Prepared by: Thomas Flores  
Title: Manager, Fiscal Services

**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.**

**July 1, 2027 - June 30, 2028**

ITEM	Justification of Cost
1 Materials	The costs for materials include direct services, incentives, food for community events, and other items used to facilitate various therapies and other supports to clients, family members, and caregivers including goods, services, and other items necessary for daily living.
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4 Computer Maintenance	Computers, software, peripherals, and other related expenses. Costs for use and support of various software programs, information technology network user fees.
5 Mileage and Phone Stipends	Mileage paid to staff traveling for service and business related purposes. Mileage paid at standard IRS mileage rate and cell phone stipends paid according to policy.
6 Staff Development	These costs include training services providers, administrators, and support staff.
7 Utilities	Natural gas, electricity, water services, professional cleaning, waste disposal, pest control, cable, telephone service, and other related expenses. The amount was calculated based on historical trend analysis combined with current year actuals.
8 Rent and Lease Building	Classroom and building leases are calculated based on fee servicing this program. Total rent/building cost times the program FTE percentage is the amount charged to the program for each region.
9 Rent and Lease Equipment	Equipment leases are calculated based on FTE servicing this program. Total equipment cost times the program fee percentage is the amount charged to the program.
10 Maintenance and Repairs	These costs include maintenance and related costs for buildings and equipment. We used historical costs combined with current year actual to compute the cost.
11 Dues and Subscriptions	These costs include board approved organizational and individual memberships.
12 Professional Services	These costs include general services for administrative or instructional purposes provided by an outside vendor, including a psychologist by point quest, audiology services by pacific hearing services, psychiatric services by Dr. Edhere, psychiatric and pediatric services by Jackson & Coker, and translation services by Asian American Resource Center, for additional program support.
13 Other Services	These costs include jet mail and warehouse delivery services, postage, duplication services and imprinted promotional items.
14 Indirect Cost	An indirect cost rate is set by the California Department of Education. The current known state approved indirect cost rate is 7.56% for fiscal year 2024/25 and will be updated for the current fiscal year when made available. Indirect costs are costs not identified by any one program or cost center. The indirect cost is the sum of actual program expenditures (salaries/benefits and operating costs, with minor exceptions) times the indirect cost rate. The indirect cost rate is well below the county maximum of 15%.
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55	

**SAN BERNARDINO COUNTY**  
**DEPARTMENT OF BEHAVIORAL HEALTH**  
**SCHEDULE B**  
**FY 2027 - 2028**  
**Service Projections (Mode 15)**

**SCHEDULE A & B**

Contractor Name: 36CGE Provider # 36CGE Contract/RFP# 22-148 Address: 17800 Highway 18 Apple Valley, CA 92307 Date Form Completed: 7/26/2024 Date Form Revised:										
Productivity Expectation: 60% Agency Per Min Rates: CM Rate per Min. \$4.06 MHS Rate/Min \$5.52 MSS Rate/Min \$10.26 Crisis Rate/Min \$5.59 Target Cost Per Unit of Service \$1.77 \$2.40 \$4.47 \$2.43										
ALL YELLOW HIGHLIGHTED AREAS REQUIRE INPUT BY PROVIDER										
MONTH	Estimated Units of Service (Minutes)	Planned Clinical FTE's	Case Management and ICC (01-09)	Mental Health Services (10-50)	Intensive Home Based Services (57)	Medication Support (60)	Crisis Intervention (70)	Projected Revenue Generated by Service Type		
								Starting Census	Discharges (Episodes Closed)	Monthly Census
Jul-27	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	21	23	1,031
Aug-27	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	27	30	1,028
Sep-27	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	32	35	1,025
Oct-27	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	28	22	1,031
Nov-27	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	27	23	1,035
Dec-27	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	20	24	1,031
Jan-28	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	25	30	1,026
Feb-28	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	28	26	1,028
Mar-28	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	31	29	1,030
Apr-28	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	35	25	1,040
May-28	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	23	20	1,043
Jun-28	226,551	64.22	\$56,405	\$465,092	\$188	\$4,700	\$63	15	25	1,033
TOTAL	2,718,608		\$676,862	\$5,581,099	\$2,256	\$56,405	\$752	312	312	
Total Revenue							\$6,317,374	Unduplicated Clients Served		1,345
							Estimated Cost Per Client:		\$4,697	

SCHEDULE A &B

15-Outpatient	15-Outpatient	15-Outpatient	15-Outpatient	15-Outpatient	15-Outpatient
Case Management	Mental Health Services	Medication Support Services	Crisis Intervention	TOTAL	
382,854	2,322,820	12,625	309	2,718,608	
31904	193568	1052	26	226551	
31	188	1	0	220	
0.52	3.13	0.02	0.00	3.66	

Total Minutes of Services  
Total Monthly Minutes of Services (Average)  
Dosage (minutes) per client per month  
Dosage (hours) per client per month

Total Hours Per Unduplicated Client for Duration of the Program: 65.87

Avg Monthly Census	Expected Length of Program (months)
1,032	18



**ADDENDUM I**

**DESCRIPTION OF PROGRAM SERVICES  
FOR  
SCREENING, ASSESSMENT, REFERRAL, AND TREATMENT (SART) SERVICES**

**California Association of Health and Educational Linked Professions, JPA  
17800 Highway 18  
Apple Valley, CA. 92307  
(760) 955-3555**

**Note:** All the requirements noted in the Request for Proposal (RFP DBH 22-148) - 0-5 Comprehensive Treatment Services: Screening, Assessment, Referral, and Treatment (SART) and Early Identification and Intervention Services (EIS) are incorporated in this Addendum by reference.

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

For children, the goal of the RWR philosophy of care is to help children (hereinafter used to refer to both children and adolescents) to recover from mistreatment and trauma, to learn more adaptive methods of coping with environmental demands and with their own emotions, and to joyfully discover their potential and their place in the world. RWR focuses on a child's strengths, skills, and possibilities rather than on illness, deficits, and limitations. RWR encourages children to take increasing responsibility for their choices and their behavior, since these choices can lead either in the direction of recovery and growth or in the direction of stagnation and unhappiness. RWR encourages children to assume and to regain

## ADDENDUM I

family, social, and community roles in which they can learn and grow toward maturity and that are consistent with their values and culture. RWR promotes acceptance by parents and other caregivers and by the community of all children, regardless of developmental level, illness, or handicap, and it addresses issues of stigma and prejudice that are related to this. This may involve interacting with the community groups or cultural group's way of viewing mental and emotional problems and differences.

- B. Rehabilitative Mental Health Services 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 shall be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities.
- C. Program staffing shall be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation, and other social characteristics of the community in which the program serves. Families, caregivers, human service agency personnel and other significant support persons shall 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. The programs shall be designed to use both licensed and non-licensed personnel who are experienced in providing behavioral health services.
- D. Joint Services Agreements to Common Population shall exist between Departmental and Community-Based Organizations and the Department of Behavioral Health (DBH), Children Family Services (CFS), First 5 San Bernardino, Children's Fund, Children's Network, Inland Regional Center (IRC) and Preschool Services Department (PSD) for the Screening, Assessment, Referral and Treatment of Children 0 through 5, exposed to the physical, emotional, psychological, familial and societal ravages of substance misuse/abuse, premature birth, poor maternal nutrition, family violence, or maternal depression. These service agreements may include reimbursable EPSDT Medi-Cal services and non-reimbursable services compensated under separate agreements or funding sources.
- E. Policies and Procedures- The Contractor shall develop admission policies and procedures regarding those persons who are eligible for EPSDT Medi-Cal services. Non-EPSDT eligible children and youth in need of treatment should be screened and referred to an appropriate behavioral health service provider or be treated under separate funding streams. DBH cannot reimburse Contractor for services provided to Non- Medi-Cal beneficiaries with Medi-Cal funds, such services may be funded through the First 5 funds; however, it is the responsibility of the Contractor to monitor the availability of these additional funds.

## II. SART MISSION AND GOALS

**ADDENDUM I****A. Overview**

The **S**creening, **A**ssessment, **R**eferral, and **T**reatment (SART) program shall provide Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Medi-Cal specialty mental health services and attachment enrichment services to children from birth to their 7<sup>th</sup> birthdays, who reside in San Bernardino County; however, services must be initiated prior to the child's 6<sup>th</sup> birthday. Additionally, the SART program includes transdisciplinary assessments and treatment that incorporates non-mental health services (e.g., Public Health Nursing, Pediatric Medical Services, and Occupational Therapy). Children who are enrolled in the program can be eligible for EPSDT Medi-Cal services if they are experiencing significant difficulties in daily functioning because of a mental health diagnosis (see the current Diagnostic and Statistical Manual) covered by Medi-Cal and meeting EPSDT Medi-Cal Medical Necessity Criteria. Children assessed as not meeting Medical Necessity Criteria for EPSDT Medi-Cal services but perceived as needing help in developing beneficial attachment with primary and secondary caregivers, shall be provided similar services generically referred to as "attachment enrichment" activities.

Children who initiate services prior to the conclusion of their 5<sup>th</sup> year of age may continue in services through their 6<sup>th</sup> year of age or until they reach age 7. Throughout this contract the target population refers to "children up through 5 years of age". This phrase shall continue to be utilized; however, it is understood children served must have services initiated prior to their 6<sup>th</sup> birthday but may continue in services through their 6<sup>th</sup> year.

Services are intended to improve the social, developmental, cognitive, emotional, and behavioral functioning of children aged from birth through 5 years old. Children who initiate services prior to the conclusion of their 5<sup>th</sup> year of age may continue in services through their 6<sup>th</sup> year of age or until they reach age 7. Throughout this contract the target population refers to "children up through 5 years of age". This phrase shall continue to be utilized; however, it is understood children served must have services initiated prior to their 6<sup>th</sup> birthday but may continue in services through their 6<sup>th</sup> year.

Services are intended to improve the social, developmental, cognitive, emotional, and behavioral functioning of children aged from birth through 5 years old. For the SART program, the target population shall be children up through 5 years of age who have experienced physical, sexual, or emotional abuse; experienced premature birth, poor maternal nutrition, or prenatal exposure to alcohol or other drugs; family violence, family substance abuse, maternal mental illness, or been involved in the foster care system. This population is at risk for manifesting emotional and behavioral disorders and significant developmental delays.

It is expected that the client population be reflective of the social, economic, and ethnic characteristics of the communities served by the Contractor.

**B. Program Goals:**



## ADDENDUM I

1. Provide services appropriate to needs based on functioning and cultural background.
2. Provide effective services that are continually reviewed and revised as needed.
3. Reduce prolonged suffering.

C. Program Objectives:

1. To assist and support the development of young children who have experienced abuse and trauma, which is impacting their ability to function in an age-appropriate manner.
2. To provide outpatient mental health and non-mental health services within the context of the child's placement, family, culture, language, community and according to developmental age-appropriate needs.
3. To provide such services in the placement, clinic, home, school, and community, as appropriate to the treatment needs and service goals of the child and family, as outlined in the Individualized Service Plan (ISP).
4. To promote coordination and collaboration in care planning efforts with other program team members and with other child-serving agencies and institutions involved in delivering services to children and their families and to insure comprehensive and consistent care.
5. To direct service objectives towards achieving the individual, family and system desired results as identified in the Mental Health Service Plan and the program care plan.

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

The Core Practice Model (CPM) is a comprehensive model for serving children and youth in need of mental health services. The Core Practice Model Guide publication is available through the Department of Health Care Services (DHCS) which defines the Core Practice Model (CPM) as "a set of practices and principles for children/youth served by both the child welfare and the mental health systems that promotes a set of values, principles, and practices that is meant to be shared by all who seek to support children/youth and families involved in the child welfare system. The CPM requires collaboration between child welfare and mental health staff, service providers, and community/tribal partners working with the children, youth, and families."

The Contractor is expected to incorporate, demonstrate, and support the basic tenets, philosophies, values, and principles of the CPM as follows:

1. Children are first and foremost protected from abuse and neglect and maintained safely in their own homes.
2. Services are needs driven, strength-based, and family focused from the first conversation with or about the family.

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3. Services are individualized and tailored to the strengths and needs of each child and family.
4. Services are delivered through a multi-agency collaborative approach that is grounded in a strong community base.
5. Parent/Family voice, choice, and preference are assured throughout the process.
6. Services incorporate a blend of formal and informal resources designed to assist families with successful transition that ensures long-term success.
7. Services are culturally competent and respectful of the culture of children and their families.
8. Services and support are provided in the child and family's community.
9. Children have permanency and stability in their living situation.

### III. PERSONS TO BE SERVED (TARGET POPULATION)

- A. For the SART program, the target population are children up through 5 years of age who have experienced physical, sexual, or emotional abuse; experienced premature birth, poor maternal nutrition, or prenatal exposure to alcohol or other drugs; family violence, family substance abuse, maternal mental illness, or been involved in the foster care system. This population is at risk for manifesting emotional and behavioral disorders and significant developmental delays. It is expected that the SART program be aware of the target population for the other 0-5 program, Early Identification and Intervention Services (EIS), since referrals between the SART and EIS programs are common.

It is expected that the client population be reflective of the social, economic, and ethnic characteristics of the communities served by the Contractor.

For the SART program, the target population shall consist of three distinct groups, as follows:

1. Children who have experienced physical, sexual, and emotional abuse because of a premature birth, poor maternal nutrition, family violence, maternal depression and/or substance abuse or prenatal exposure to alcohol or other drugs. – Priority population for SART, but not prohibited from EIS.
2. Children who are displaying significantly impaired functioning due to a mental health condition, but who may not have experienced the severe traumas listed above and do not require ongoing transdisciplinary services. These children will meet EPSDT Medi-Cal Medical Necessity Criteria and are a priority population for EIS, but not prohibited from SART.
3. Children who do NOT meet EPSDT Medi-Cal Medical Necessity Criteria, but could benefit from services to facilitate improved functioning. To be served primarily by EIS, but a small number may be seen in SART

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depending on child's need. This last group shall represent a small percentage of all children served.

### B. Provider Adequacy

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 monthly 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.

### C. Target Population

1. Children up through 5 years of age who have experienced physical, sexual and emotional abuse because of premature birth, poor maternal nutrition, family violence, maternal depression and/or substance abuse or prenatal exposure to alcohol or other drugs. Children may be served up to their 7<sup>th</sup> birthday, but the assessment must be initiated prior to their 6<sup>th</sup> birthday. – Priority population for SART, but not prohibited from EIIS.
2. Children up through 5 years of age who are displaying significantly impaired functioning due a mental health condition, but who may not have experienced the traumas listed above and do not require ongoing transdisciplinary services. These children shall meet EPSDT Medi-Cal Medical Necessity Criteria. Children may be served up to their 7<sup>th</sup> birthday, but the assessment must be initiated prior to their 6<sup>th</sup> birthday. – Priority population for EIIS, but not prohibited from SART.
3. Children up through 5 years of age who do NOT meet EPSDT Medi-Cal Medical Necessity Criteria but could benefit from services to facilitate improved functioning.to be served by both SART and EIIS, depending on child's need.

The Contractor shall develop admission policies and procedures regarding those children and youth in need of assessment, referral and treatment who



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are EPSDT Medi-Cal eligible and non-EPSDT eligible. **These procedures must include identification of the child as a foster child, as foster children shall be prioritized for screenings and shall be served from a Core Practice Model as appropriate.**

Children not eligible for Medi-Cal, but in need of assessment, referral and treatment shall be screened and provided or referred for appropriate services. Services shall be identical to those provided in the SART program under EPSDT Medi-Cal funding and shall be reimbursed by DBH; however, they will be funded through the DBH - First 5 contract (Through June 30, 2026, only) and not EPSDT Medi-Cal or Realignment funding. Or, if more appropriate, services may be provided through Early Identification and Intervention (PEI) matching funds, or an appropriate referral shall be provided. It is expected that the contractor will work collaboratively with all 0-5 programs to ensure access to services.

DBH can only reimburse Contractor for services provided to out-of-county Medi-Cal beneficiaries if applicable through the SB785 and AB 1299 processes and if the SB785 and AB 1299 procedures are followed by the contractor. These procedures require contact with the DBH Access Unit prior to the onset of services being delivered.

4. SART services shall be furnished to children, ages birth to their 7<sup>th</sup> birthday, who reside in San Bernardino County and/or are beneficiaries who reside in the local surrounding counties and are able to come to the clinic for services.

EPSDT is a federally mandated Medicaid option requiring the provision of screening, diagnostic and treatment services to eligible Medi-Cal recipients under the age of 21. EPSDT Medi-Cal services are defined per State Department of Mental Health (DMH) Information Notice 98-03, dated March 6, 1998. The intent of the program is to expand mental health services for children and youth with Medi-Cal coverage to "ascertain physical and mental defects" and "to provide treatment to correct or ameliorate defects and chronic conditions found."

SART services are intended to improve the social, developmental, cognitive, emotional, and behavioral functioning of children ages birth through 5 years old (i.e., through the child's fifth year). Accordingly, the target population will be children up through 6 years of age who have experienced physical, sexual, and emotional abuse because of premature birth, poor maternal nutrition, family violence, maternal depression and/or substance abuse or prenatal exposure to alcohol or other drugs. This population is at risk of manifesting emotional and behavioral disorders and significant developmental delays.

5. Specific efforts shall be made to reach foster youth who have been identified by either CFS or DBH as meeting the following criteria:

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- a. Currently in or being considered for therapeutic foster care, specialized care rate due to behavioral health needs or other intensive EPSDT services, including but not limited to therapeutic behavioral services or crisis stabilization/intervention; or,
- b. Currently in or being considered for a psychiatric hospital or 24-hour mental health treatment facility (e.g., community residential treatment facility); or,
- c. Has experienced three or more placements within past 24 months due to behavioral health needs.

### IV. PROGRAM DESCRIPTION

#### A. Referrals:

The SART program is intended to provide a comprehensive understanding of the difficulties and needs of children, ages 0 through 5, who have experienced physical, sexual or emotional abuse; experienced premature birth, poor maternal nutrition, or prenatal exposure to alcohol or other drugs; family violence, family substance abuse, maternal mental illness, or been involved in the child welfare system. This is accomplished through adhering to the values and principles of the Core Practice Model and the provision of a transdisciplinary assessment, which incorporates a broad range of professionals. Based upon this thorough assessment the child is either referred to appropriate services or provided services at the SART Center.

#### B. Core Practice Model Components:

SART providers shall adhere to the values and principles of the Core Practice Model while serving the children and families in convenient community settings. The focus shall be on meeting the child and family's prioritized unmet needs through services that include, but are not limited to, the following: individual and family therapy, care coordination, skill building, behavior management training of parents and families, and other supportive efforts. The focus shall be to ameliorate difficulties, foster growth, and keep the child in the home, school, and community while building connections to any other services needed to sustain growth.

#### C. Specific Program Task Requirements

All four components of the SART program (Screening, Assessment, Referral, and Treatment) shall be provided by the Contractor. Non-specialty mental health services (e.g., Occupational Therapy, Speech and Language Therapy) may be provided by a subcontractor if approved by DBH.

1. The first component in the SART model is **Screening**. Screening is a specialized function of the SART program process. Infants and children may be referred from the community; however, CFS, First 5, Head Start, and DBH will also identify and refer infants and children. Referrals from CFS shall be prioritized for all service components. In the Screening component, the Contractor shall:

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- a. Conduct screening utilizing the Ages and Stages Questionnaire (ASQ), the Ages and Stages Questionnaire Social/Emotional (ASQ/SE) and Adverse Childhood Experiences (ACEs).
  - b. Communicate (oral and written) to child's parent or guardian and the referral source, including CFS, the results of the screening.
  - c. Provide any recommendations for assessment and treatment.
  - d. Provide non-treatment resources for child as appropriate.
2. The next two components are **Assessment** and **Referral** for treatment and shall be characterized by the following:
  - a. Assessments include:
    - i. CANS-SB: Completion of the CANS-SB shall be done only for youth admitted for services and shall be completed within 30 days.
    - ii. PSC-35: Obtainment of the PSC – 35 shall done at intake.
  - b. Children who are seen as having primarily developmental problems only, will be referred to IRC.
  - c. Transdisciplinary staffing which includes the co-location of existing assessment and treatment resources provided by public agencies and/or community organizations.
  - d. A Transdisciplinary Team assessment approach will be utilized.
  - e. A family-based assessment approach will be utilized.
  - f. An individualized assessment and treatment plan based on the needs of the child and caretaker is required. A qualified professional public health nurse, pediatrician, psychologist, social worker, occupational therapist, speech/language clinician, or infant mental health specialist may conduct relevant assessment protocols.
  - g. After a child is assessed, a report is produced which includes recommendations for treatment. The family is linked with available resources for the indicated treatments.
  - h. Appropriate referrals and/or resources will be provided for all children who do not qualify for the SART program.
3. The last SART program component is **Treatment** which ideally will be available in a child's own community. Treatment shall be provided by the full range of professional staff included within the SART Transdisciplinary Team. Chosen modalities must be appropriate within the scope of practice of the staff.
  - a. Mental Health Services: Specific Mental Health treatment services shall be provided, such as:



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- 1) Parent-Child Interactive Therapy (PCIT) **NOTE: PCIT must be provided in the SART program.**
  - 2) Parent-Child Dyadic Therapy
  - 3) Sensory Integration Treatment
  - 4) Theraplay
  - 5) Other Evidence-based treatment modalities deemed beneficial for this specialized population.
- b. Public Health Nurse (PHN) Services: PHN to provide Case Management Services (not billable to EPSDT Medi-Cal) to children eligible for the SART program. The intention is to assist and advocate for the child throughout the SART screening, assessment, referral, and treatment process.
  - c. Pediatrician Services: A pediatric physician knowledgeable in providing trauma informed care to young children shall provide appropriate evaluation and ongoing services to qualifying children. Ongoing efforts to link children to their primary physician are required and transitioning care shall be made as soon as clinically reasonable.
  - d. Occupational Therapy (OT) Services: An Occupational Therapist knowledgeable in providing trauma informed care to young children shall provide appropriate evaluation and ongoing services to qualifying children. OT services shall include:
    - 1) OT Evaluation shall include, but not be limited to, the inclusion of standardized measurements. Two standardized measurements which must be included are:
      - a) Sensory Profile – Infant/Toddler
      - b) Sensory Profile – Short and Long forms
    - 2) OT Treatment Services shall include, but not be limited to:
      - a) Consultation with families and other professionals
      - b) 1:1 OT services
  - e. Speech and Language Therapy Services: A Speech and Language Therapist (SLT) knowledgeable in providing trauma informed care to young children shall provide appropriate evaluation and ongoing services to qualifying children. **NOTE:** Speech and Language services are also available through local education agencies within the special education programs. This service will represent a minority of services provided to children served by SART (i.e., less than 5% of total cost of services). However, it is critical to include in SART for when it is not available through the education system.

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SLT services shall include:

- 1) SLT Evaluation shall include, but not be limited to, the inclusion of standardized measurements.
- 2) SLT Treatment Services shall include, but not be limited to:
  - a) Consultation with families and other professionals
  - b) 1:1 SLT services

**NOTE:** SART programs are required to provide all service elements listed above (1 – 4); however, certain children who may benefit solely from ongoing mental health services and qualify for EPSDT Medi-Cal Medical Necessity shall be assessed and treated.

4. It is the expectation that throughout the provision of all services in SART, the Contractor's staff shall work collaboratively with all additional agencies involved in, or potentially appropriate for, services with the child. Additionally, the contractor will work collaboratively with various agencies operating in San Bernardino (e.g., Inland Regional Center) that provide services to children suffering from developmental delays, including autism. This may also include providers of medical services, as the identification of developmental delays and the provision of certain services to this population may fall under the medical services scope of practice. Collaboration with these agencies may be child-specific, or more system focused (e.g., implementing consistent screening tools).

### D. Discharge:

The plan to transition out of SART will be incorporated into the service plan as soon as is feasible, but no later than 3 months into services. This plan will focus on aiding the family in developing additional resources to meet the child's needs and will be reviewed with the family at least 1 month prior to exiting SART. Children shall be exited from services under the following circumstances:

1. Upon mutual Agreement of the family and Contractor that the goals of treatment have been met.
2. Upon parent or guardian refusal of services, or refusal to comply with objectives outlined in the SART Plan.
3. Upon parent or guardian's unilateral decision to terminate treatment.
4. Upon a good faith determination by Contractor that the individual/family cannot be effectively served by the program (appropriate referrals are required).
5. Upon a determination that the individual is a danger to other children, staff or self.
6. Upon transfer out of the County or to another region.

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### E. Additional Program Responsibilities:

The SART Contractor shall be responsible for the items listed below. The costs of items listed below will be recouped through the provision and billing of services (i.e., either EPSDT Medi-Cal or First 5 funded services).

1. Agree to start providing assessment and treatment services no later than 90 days from the start date of the SART Contract. DBH will work with the Contractor to assess readiness to provide EPSDT services and facilitate Medi-Cal certification process if the Contractor is not currently Medi-Cal certified.
2. Develop, coordinate, and provide formal therapeutic treatment services based on the transdisciplinary assessments and treatment recommendations. Treatment professionals shall be primarily comprised of professionals trained in working with children ages 0-5, including a public health nurse, pediatrician, neuropsychologist, occupational therapist, and speech and language therapist. Utilization of a public health nurse shall focus on assisting individuals eligible for Medi-Cal to enroll in the Medi-Cal program and assist Medi-Cal beneficiaries to access services.
3. Hire or contract with a Public Health Nurse (PHN) to provide Case Management Services (not billable to EPSDT Medi-Cal) to children eligible for the SART program. The goal is to assist and advocate for the child throughout the SART screening, assessment, referral, and treatment process. PHN services must include the following Case Management Components (percentages included as rough estimates of portion of time spent on each task):
  - a. Review Ages and Stages Questionnaire (ASQ) screening results to determine the need for referral to SART Assessment Center for behavioral or mental health issues, Inland Regional Center for developmental issues or for re-evaluation later.
  - b. Assist child's family to access services at SART Assessment Center, Inland Regional Center or for re-evaluation later.
  - c. Assure that SART services are explained to the child's parent or guardian in an appropriate language and in a culturally competent manner.
  - d. Assist parent or guardian with necessary arrangements for the assessment visit (transportation, childcare).
  - e. Secure medical records in preparation for the assessment visit.
  - f. Attend the assessment results discussion with the family to assure they have a good understanding of the results of the assessment and possible treatment needs.
  - g. Assist the family in finding and accessing appropriate treatment



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facilities or services for the child as recommended by the Assessment Center.

- h. Follow up with the family to assure that the treatment plan is initiated.
- i. Contact family for follow up at the Assessment Center, if necessary.
- 4. Provide a mental health case management component to children and families to augment the services provided by the PHN through the provision of EPSDT Medi-Cal qualifying targeted case management services.
- 5. Employ and train an adequate number of staff to achieve the scope of objectives. This includes ongoing staff training to develop the overall "provider capacity".
- 6. Obtain and maintain Medi-Cal certification to be able to bill EPSDT Medi-Cal for eligible services.
- 7. Comply with all DHCS requirements to obtain and maintain Medi-Cal certification eligibility.
- 8. Utilize a transdisciplinary approach to assessment and treatment of children and families/guardians.
- 9. Provide pediatric medical evaluations and pediatric neuropsychological developmental assessments as necessary.
- 10. Provide services in a culturally competent manner by recruiting, hiring, and maintaining staff members who can provide services to a diverse population.
- 11. Provide services in the appropriate language and in a culturally sensitive manner.
- 12. Ensure that staff complete at least one training course in cultural competency per year (minimum of four (4) hours for clinical staff, two (2) hours for administrative staff).
- 13. Provide clear communication with the contracting agency regarding any significant changes in operation. This would include, but not be limited to:
  - a. Change in business name or address. **NOTE:** This shall require modifications to Medi-Cal Certification and notice to DBH is required at least 60 days prior to change.
  - b. Change in staffing. Provide notices to agency within 72 hours of staffing change.

### V. DESCRIPTION OF SART PROGRAM SPECIFIC SERVICES TO BE PROVIDED

Mental health services are interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development, independent living and enhanced self-sufficiency.

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Services shall be directed toward achieving the individual's goals/desired result/personal milestones.

A. Mental Health Services:

The specific services to be provided under this Contract/Agreement and their authorized amounts are listed in the attached Schedules A & B and may reference various modes of service and/or funding sources. Not all the activities need to be provided for a service to be billable. Similarly, all services claimed to Medi-Cal must meet Medical Necessity Criteria (See Title 9, Section 1830.205 and 1830.210).

1. **Assessment** - is a clinical analysis of the history and status of the individual's mental, emotional, or behavioral health. Relevant cultural issues and history may be included where appropriate. Assessment may include mental status determination, diagnosis and the use of testing procedures, and includes assessment of substance abuse disorders and referral to treatment clinics.
2. **Crisis Intervention** – Is quick emergency response lasting less than 24 hours, to or on behalf of, the client for a condition that requires more timely response than a regularly scheduled visit. Service activities include but are not limited to one or more of the following: assessment, targeted case-management including Linkage and Consultation and Intensive Care Coordination, and therapy. The services enable the client to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible. Crisis intervention services are limited to stabilization of the presenting emergency. The service does not include Crisis Stabilization).
3. **Individual Therapy** – Therapy is a service activity that is a psychotherapeutic intervention focusing primarily on symptom reduction to improve functioning. This service activity may be delivered to a client or group of clients and may include family therapy at which the beneficiary is present (In DBH, services via hypnosis, bioenergetics and sex surrogate therapy are prohibited).
4. **Group Therapy** – Therapy is a service activity that is a psychotherapeutic intervention focusing primarily on symptom reduction to improve functioning. This service activity may be delivered to a client or group of clients and may include family therapy. Group therapy is a face-to-face MHS activity delivered to more than one client at a time. This service is always face-to-face.
5. **Rehabilitation Services** – Rehabilitative Services are activities that include but are not limited to assistance in improving, maintaining or restoring a client's or a group of clients' functional impairments, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills and support resources and/or medication education.

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6. **Plan Development** – may include any or all the following:
  - a. Development of plans, treatment plans or service plans.
  - b. Monitoring of the individual's progress.
7. **Psychological Testing** – Psychological Testing is a MHS activity delivered to clients using established tools and tests for the psycho diagnostic assessment of personality, developmental assessment and the assessment of cognitive functioning.
8. **Targeted Case Management – Linkage and Consultation** Services are activities provided by program staff to assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other needed community services for eligible clients. Service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress and plan.
9. **Targeted Case Management - Intensive Care Coordination (ICC)** -  
 Within the Core Practices Model (CPM) there is a need for thorough collaboration between all Child and Family Team (CFT) members. Planning within the CPM is a dynamic and interactive process that addresses the goals and objective necessary to accomplish goals. The ICC coordinator is responsible for working within the CFT to ensure that plans from any of the system partners are integrated to comprehensively address the identified goals and objectives and that the activities of all parties involved with the service to the child/youth and/or family, are coordinated to support an ensure successful and enduring change.  
  
 ICC is provided through Targeted Case Management (TCM). ICC must be delivered using a Child and Family Team to develop and guide the planning and services delivery process. ICC may be utilized by more than one mental health provider; however, there must an identified mental health ICC coordinator that ensure participation by the child or youth, family or caregiver and significant others so that the child/youth's assessment and plan addresses the child/youth's needs and strengths in the context of the values and philosophy of the CPM.  
  
 Activities coded as ICC may include interventions such as:
  - a. Facilitation of the development and maintenance of a constructive and collaborative relationship among child/youth, his/her family or caregiver(s), other providers, and other involved child-serving systems to create a Child and Family Team (CFT).
  - b. Facilitation of a care planning and monitoring process which ensures that the plan is aligned and coordinated across the mental



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health and child serving systems to allow the child/youth to be served in his/her community in the least restrictive setting possible.

- c. Ensure services are provided that equip the parent/caregiver(s) to meet the child/youth's mental health treatment and care coordination needs, described in the child/youth's plan.
- d. Ensure that medically necessary mental health services included in the child/youth's plan are effectively and comprehensively assessed, coordinated, delivered, transitioned and/or reassessed as necessary in a way that is consistent with the full intent of the Core Practice Model (CPM).
- e. Provide active participation in the CFT planning and monitoring process to assure that the plan addresses or is refined to meet the mental health needs of the child/youth.

**NOTE:** Contractor must provide ICC for all qualifying foster youth. ICC may be provided in any setting; however, when provided in a hospital, psychiatric health facility, community treatment facility, group home or psychiatric nursing facility, it may be used solely for the purpose of coordinating placement of the child/youth on discharge from those facilities and may be provided during the 30 calendar days immediately prior to the day of discharge, for a maximum of three nonconsecutive periods of 30 calendar days or less per continuous stay in the facility as part of discharge planning.

Additional information on ICC may be obtained from the DHCS publication "Medical Manual for Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS) & Therapeutic Foster Care (TFC) for Katie A. Subclass Members.

### 10. **Medication Support Services-**

Medication support services are those services that include prescribing, administering, dispensing and/or monitoring of psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. The services may include but are not limited to, evaluation of the need for medication, evaluation of clinical effectiveness and side effects, the obtaining of informed consent, instruction in the use, risks and benefits of and alternatives for medication; and collateral and plan development related to the delivery of service and/or assessment of the client. **Services are provided by a staff within the scope of practice of his/her profession.**

### 11. **Intensive Home-Based Services (IHBS)**

Intensive Home-Based Services (IHBS) are intensive, individualized and strength-based, needs-driven intervention activities that support the engagement and participation of the child/youth and his/her significant

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support persons and to help the child/youth develop skills and achieve the goals and objectives of the plan. IHBS are not traditional therapeutic services.

Activities coded as IHBS may include interventions such as:

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

**NOTE:** IHBS may only be provided within the context of the Core Practice Model and the provision of ICC to ensure a participatory CFT. IHBS are typically, but not only, provided by paraprofessionals under clinical supervision. Peers, including parent partners, may provide IHBS. IHBS may NOT be provided to children/youth in Group Homes but may be provided outside the Group Home setting to children/youth that are transitioning to a permanent home environment to facilitate the transition during single day and multiple day visits.

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Additional information on ICC may be obtained from the DHCS publication "Medical Manual for Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS) & Therapeutic Foster Care (TFC) for Katie A. Subclass Members.

### B. 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.]

### C. **Peer & Family Advocate** - Mental health consumers and/or their family members who serve as advocates for consumers to help them access DBH and community resources such as TAY Centers, clubhouses, social events, wellness and recovery activities, self-help groups, and mental health and drug and alcohol services. They perform the following tasks:

1. Conduct various types of support groups, classes, wellness and recovery activities, and recreational activities throughout the department and contract agencies and promote the Mental Health Service Plan.
2. Access and distribute to the public various internet resources related to education; utilize the computer to maintain files, records, and basic statistics on program activities, participation, and attendance unstable.

### D. **Non-Mental Health Services** – Age-appropriate trauma informed non-mental health activities which target the amelioration of difficulties, including impaired attachment with caregivers. The contractor shall be responsible for ensuring that funding for such services is available within the finalized schedules and DBH shall not reimburse for such services with EPSDT Medi-Cal funds. Services which may be provided include Public Health Nurse (PHN) activities, Pediatric Services, Occupational Therapy, and Speech and Language services. Additional non-mental health services may be provided with approval from the DBH Program Manager

## VI. HOURS OF PLANNED OPERATION



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- A. The Contractor facility shall be open Monday through Friday. The main clinic office shall be open 40 hours per week and may offer clinical services to clients during some evenings, and/or weekend hours.
- B. The Contractor must have emergency on-call crisis services for all clients being served in the program, which includes call back staff, assessment of suicide ideation and other crisis responses as needed. The contractor shall have daily on-duty staff rotating on a weekly basis and staff shall be available after normal working hours and on weekends (e.g., through an answering service).
- C. Changes to this plan shall be submitted to the appropriate DBH Program Manager in writing, signed and in hard copy, for approval thirty (30) days prior to implementation.

### VII. BILLING UNIT

The billing unit for mental health services, rehabilitation support services, Crisis intervention and case management/brokerage is staff time, based on minutes of time.

The exact number of minutes used by staff providing a reimbursable service shall be reported and billed. In no case shall more than sixty (60) units of time be reported or claimed for any one staff person during a one-hour period. Also, in no case shall the units of time reported or claimed for any one staff member exceed the hours worked.

When a staff member provides service to or on behalf of more than one individual at the same time, the staff member's time must be pro-rated to each individual. When more than one staff person provides a service, the time utilized by involved staff members shall be added together to yield the total billable time. The total time claimed shall not exceed the actual staff time utilized for billable service.

The time required for documentation and travel shall be linked to the delivery of the reimbursable service and shall not be separately billed.

Plan development is reimbursable. Units of time may be billed when there is no unit of service (e.g., time spent in plan development activities may be billed regardless of whether there is a face-to-face or phone contact with the individual or significant other).

### VIII. FACILITY LOCATION

Contractor's facility(ies) where outpatient services are to be provided is/are located at:

**AGENCY NAME: CALIFORNIA ASSOCIATION OF HEALTH AND  
EDUCATIONAL LINKED PROFESSIONS, JPA, (APPLE VALLEY)**

Address: 17800 Hwy 18

City: Apple Valley, CA. 92307

Phone: (760) 955-3601

**AGENCY NAME: CALIFORNIA ASSOCIATION OF HEALTH AND  
EDUCATIONAL LINKED PROFESSIONS, JPA, (BIG BEAR)**

Address: 42007 Fox Farm Rd.

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City: Big Bear Lake, CA 92315

Phone: (909) 866-2165

**AGENCY NAME: CALIFORNIA ASSOCIATION OF HEALTH AND  
EDUCATIONAL LINKED PROFESSIONS, JPA, (YUCCA VALLEY)**

Address: 58967 Business Center Dr.

City: Yucca Valley, CA 92284

Phone: (760) 369-3130

The locations for services may change in order to best serve the needs of San Bernardino County residents. Any location change shall be approved by the Director or designee, to ensure that all applicable laws and regulations are followed and all contract requirements are met.

Medi-Cal certification is required prior to the reimbursement of EPSDT Specialty Mental Health Services and no mental health services provided prior to the Medi-Cal Certification Date shall be reimbursed.

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

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- J. 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 in writing to the DBH Access Unit at fax number 909-890-0353, as well as the DBH program contact overseeing the Contract.

### IX. STAFFING

#### A. Staff Hours of Coverage and Documentation

- 1. Staff coverage shall be appropriate to meet the children's and family's mental health needs. This shall include, but not be limited to, having after-hours resources and being able to provide some services throughout the day as needed.
- 2. A staff roster must be kept current and must be provided to DBH Program Manager/Designee (e.g., contract monitor).

#### B. General Staff Requirements

- 1. All staff shall be employed by the Contractor.
- 2. The staff described shall work the designated number of hours per week in full-time equivalents (FTE's) as noted in Schedules, perform the job functions specified, and shall meet the California Code of Regulations requirements.
- 3. All treatment staff providing services with DBH funding shall be licensed or waived by the State and reflect the ethnic population of the community served.
- 4. All copies of licenses and registration/waivers shall be provided to the DBH contract monitor and the DBH Contracts Unit, including status and future updates on an as needed basis.
- 5. Vacancies or changes in staffing plan shall be submitted to the appropriate DBH Program Manager, or designee, within 72 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.
- 6. At DBH's request, Contractor shall provide complete job descriptions for each classification provided pursuant to the terms of this agreement.

#### C. Specific Description of Staff Qualifications and Job Functions

- 1. Program Manager: FTE for this position shall be allocated to program according to the Schedule A/B as accepted by DBH. Program Manager must include clinical background but is not required to be actively licensed in their clinical profession. The Program Manager shall need to ensure contract compliance, allocate program resources as needed, and effectively engage with all involved agencies (e.g., CFS, DBH, First 5, Preschool Services, etc.).

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2. Clinic Supervisor: FTE for this position shall be allocated to program according to the Schedule A/B as accepted by DBH. The Clinic Supervisor must be a licensed clinician with experience with the target population. Clinic Supervisor may be Licensed Marriage and Family Therapist (LMFT), Licensed Clinical Social Worker (LCSW), or licensed Clinical Psychologist (Ph.D. or Psy.D.).
3. Physicians / Clinicians / Occupational Therapists / Speech Therapist / Developmental Neuropsychologist / other Professional Staff: FTE for these positions shall be allocated to program according to the Schedule A/B as accepted by DBH. Each member of staff must be appropriately trained and authorized to provide services within their scope of practice. Clinical Therapists may be licensed or pre-licensed with appropriate sanction from their respective board (e.g., ACSW registration).

In addition to providing therapeutic services Clinicians are expected to fulfill one or more of the following roles:

- a. ICC Coordinator - Within the Core Practices Model (CPM) there is a need for thorough collaboration between all Child and Family Team (CFT) members. Planning within the CPM is a dynamic and interactive process that addresses the goals and objectives necessary to accomplish goals. The ICC coordinator is responsible for working within the CFT to ensure that plans from any of the system partners are integrated to comprehensively address the identified goals and objectives and that the activities of all parties involved with the service to the child/youth and/or family, are coordinated to support and ensure successful and enduring change.
- b. Child and Family Team Meeting Facilitator – The Facilitator shall be the primary contact person for the family. Together with the client's family and their natural team members, the Facilitator serves as the hub of the process and collaboratively orchestrates the development of the Individualized Child and Family Plans. Each Facilitator is required to hold a master's degree in a field related to mental health services (e.g., Social Work, Family Therapy, and Psychology).
4. Mental Health Rehabilitation Specialist: FTE for this position shall be allocated to program according to the Schedule A/B as accepted by DBH. These staff work under licensed professionals and have the responsibility to plan and implement various non-therapy aspects of services.
5. Family or Parent Partner: This position is defined as a parent who is hired as staff, has personal experience with a special needs youth, and can provide support. This staff member's role is to provide support and



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education to the client's family. Parent Partners must have personal parenting experience with an emotionally/behaviorally disturbed child.

6. Program Supervisor: Under general direction, this individual supervises the operation and staff of a clinic. A Program Supervisor must be licensed in California as a Marriage and Family Therapist, a Clinical Social Worker, or a Psychologist. The duties of the Program Supervisor include supervision of Clinical Therapists and other support staff and planning and coordination of the work of the clinic staff. The Program Supervisor shall also act as a resource for therapists on issues related to treatment on specific cases or types of cases, review treatment plans and therapeutic techniques utilized, ensure that therapists provide treatment within the scope of licensure, provide comprehensive psychotherapeutic treatment services for the most severely disturbed clients, perform diagnostic evaluations, and develop and implement treatment plans and conduct therapy within the scope of the license.
7. Psychiatrist: This individual must be a licensed physician who has a psychiatric specialty to diagnose or treat mental illness or condition (unless waived in writing by the Director or designee prior to delivery of services). For the purposes of this program, psychiatric services may only be provided by physicians who practice individually or as a member of a group psychiatric practice.
8. Volunteers: This position is not required for the SART program; however, it may be included. Volunteers are unpaid, unlicensed staff which provide informal support. Volunteers must still comply with the County's HIPAA training before rendering any service.
9. Additional Role Required of Staff: Contractor is responsible for ensuring all staff are provided sufficient support to maximize their utilization of various data systems. Currently, this includes utilization of Objective Arts, the CANS-SB tracking and reporting system and transactional database system, the local billing system. The expectation is that Contractor shall have enough staff fully trained in these systems and functioning as subject matter experts so that they are able to support other staff as needed. This responsibility may be assigned to any appropriate staff in any position, but the Contractor must clarify how this requirement shall be met and maintained for the duration of the contract.
  - a. Licensure/Certification Requirements Contractor's personnel shall possess appropriate licenses and certificates and be qualified in accordance with applicable statutes and regulations.
  - b. The Contractor shall obtain, maintain, and comply with all necessary government authorizations, permits and licenses required to conduct its operations.
  - c. In addition, the Contractor shall comply with all applicable Federal,

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State, and local laws, rules, regulations, and orders in its operations including compliance with all applicable safety and health requirements as to the Contractor's employees.

### D. Professional Development and Training Requirements

1. Treatment professionals shall be primarily comprised of professionals trained in working with children ages 0-5.
2. The contractor shall provide education and training to staff and make staff available to attend required training related to DBH policies, procedures documentation.
3. The contractor shall provide education and training to staff and make staff available to attend trainings related to the clinical services provided. This shall include, but not be limited to, the following topics:
  - a. Core Practice Model principles, philosophy, and necessary skill-development.
  - b. Child and Family Team Meeting Facilitation.
  - c. Risk assessment,
  - d. Clinical Trainings targeting increasing cultural competencies. DBH has the expectation that all clinical staff and direct service staff shall attend at least four (4) hours of this type of training each year. Administrative staff shall attend at least two (2) hours of this type of training each year.
  - e. Trauma informed care
  - f. Child and Adolescent Needs and Strengths (CANS)
  - g. Clinical appropriate interventions for specific sub-populations

### E. Number of Staff Fluent in Other Languages

There must be direct services staff with bilingual (Spanish) ability available. This can include the Spanish-speaking Coaches if community and/or client/family population needs warrant. Contractor shall also obtain other linguistic/translation capacity if warranted, including collaboration with the DBH Program Manager on resource identification.

## X. ADMINISTRATIVE AND PROGRAMMATIC REQUIREMENTS

- A. The Contractor must start providing assessment and treatment services as soon as possible, but no later than ninety (90) days from the contract start date.
- B. 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.
- C. The main clinic office shall be open forty (40) hours per week and offer clinical services to clients during some evening and/or weekend hours as part of the 40 hours per week in which the clinic provides treatment.

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- D. 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.
- E. The Contractor must obtain and maintain Medi-Cal certification to bill EPSDT Medi-Cal for services provided to Medi-Cal eligible children/youth. Contractor must submit Medi-Cal certification paperwork to assigned DBH Program Manager within thirty (30) days of the start date of the contract. Not obtaining Medi-Cal certification within ninety (90) days from the contract start date may result in contract termination.
- F. The Contractor must comply with all requirements of the State DHCS to maintain Medi-Cal certification and obtain necessary fire clearances. Short-Doyle/Medi-Cal Contractors must notify DBH at least sixty (60) days prior to change of ownership or change of address.
- G. The Contractor shall provide services in a culturally and linguistically sensitive manner. This includes providing information in the appropriate languages and providing information to persons with visual and hearing impairments.
- H. All field staff must be CPR/First Aid trained; and an appropriate number (i.e., 1 or more depending on size of program) of CPR/First Aid-trained staff shall be on duty in the office during ALL hours of operation/shifts.
- I. The Contractor shall have an exterior sign clearly indicating the location and name of the clinic.
- J. Non-smoking signs shall be clearly posted to the exterior of the building stating: "No Smoking Within 20 feet of the building – Assembly Bill 846, Chapter 342".
- K. The Contractor shall abide by the criteria and procedures set forth in the Uniform Method of Determining Ability to Pay (UMDAP) manual consistent with State regulations for mental health programs. The Contractor shall not charge mental health patients more than what UMDAP allows.
- L. The Contractor shall maintain client records in compliance with all regulations set forth by the State DMH and provide access to clinical records by DBH staff. Contractor shall satisfy and provide for meeting State DMH Outcome study requirements.
- M. The Contractor shall maintain ongoing compliance with Medi-Cal Utilization Review requirements and Medicare record keeping requirements. The Contractor shall participate in on-going Medi-Cal audits by the State DMH. A copy of the plan of correction regarding deficiencies shall be forwarded to the DBH.

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- N. The Contractor shall maintain high standards of quality of care for the units of service which it has committed to provide.
  - 1. Contractor shall make every effort to recruit bilingual staff to meet community needs.
  - 2. Contractor shall provide on-going training for staff on cultural issues (minimum of 1 training per year).
  - 3. The Contractor's staff shall hold regular case conferences to evaluate the effects of treatment and the need for continued treatment.
  - 4. Summary copies of the internal peer review conducted must be forwarded to the DBH.
- O. The Contractor shall participate in the DBH's annual evaluation of the program and shall make required changes in areas of deficiency.
- P. The Contractor shall allow visits by the Contract Monitor at any time for review of records, contract requirements, or for audit purposes.
- Q. The Contractor shall ensure that there are adequate budgeted funds to pay for all necessary treatment staff, supplies and tools.
- R. The Contractor shall maintain a separate and clear audit trail reflecting expenditure of funds under this agreement.
- S. The 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, which may include electronic mail, with the Program Manager regarding those policies and procedures.
- T. Provider Adequacy
 

The 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 this Contract with the County.
  - 2. On a monthly 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



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- d. Details regarding the change and Contractor's plans to ensure beneficiaries continue to have access to adequate services and providers.
- U. The program shall submit additional reports as required by the DBH.
- V. The Contractor's Director, or designee, must attend regional meetings as scheduled.
- W. The Contractor shall make clients aware of their responsibility to pay for their medications not included on the Medi-Cal formulary. However, if there is a financial hardship, and the client cannot function normally without the prescribed medication, the Contractor shall cover the cost of those medications not listed on the current Medi-Cal Formulary. The Contractor physician shall submit a written request to the Contractor's Director for approval to waive clients' responsibility to pay for their own medications.
- X. It is understood by the Contractor that the State DHCS and the County of San Bernardino require compliance with all standards listed. Failure to comply with any of the above requirements or Section XIII SPECIAL PROVISIONS of Addendum may result in reimbursement checks being withheld until the Contractor is in full compliance.

### XI. COUNTY DEPARTMENT OF BEHAVIORAL HEALTH RESPONSIBILITIES

- A. DBH shall provide technical assistance to Contractor in regard to Short-Doyle/Medi-Cal requirements, as well as charting and Utilization Review requirements and Medi-Cal claims procedures.
- B. DBH shall participate in evaluating the progress of the overall program in regard to responding to the mental health needs of the consumers/community.
- C. DBH shall monitor Contractor on a regular basis in regard to compliance with all of the above requirements.
- D. DBH shall provide linkages with the total Mental Health system to assist Contractor in meeting the needs of its clients.

### XII. OUTCOME MEASURES AND DATA REPORTING REQUIREMENTS

- A. Process Measures
  - 1. Ninety percent (90%) of all San Bernardino Medi-Cal Beneficiaries shall be offered an appointment within 10 business days of referral.
  - 2. The average number of days between the client's first assessment and first treatment service, excluding the upper 5%, shall be less than 32 days.
  - 3. The average number of EPSDT Specialty Mental Health Service Hours provided to a client who meets Medi-Cal medical necessity will be more than 6 hours per month.

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4. The average number of days between EPSDT services, excluding the upper 5%, shall be less than 7 days.
  5. At least 95% of all billable services provided during a specific month shall be included in the monthly billing which is submitted by the seventh (7<sup>th</sup>) day of the following month,
  6. Information for at least 95% of all clients who are either "opened" or "closed" for mental health services shall be provided to DBH through the appropriate means within five (5) working days of the admission and discharge.
- B. Data Reporting Elements including when data is due, how it shall be submitted and any other specifics:
1. Data is gathered through the billing systems, which shall be completed by the seventh (7<sup>th</sup>) day of the month following the billing for the previous month's Medi-Cal based services.
  2. The exception is the "opening" and "closing" of clients within the County's current billing and transactional database system. This shall be done within five (5) working days of admission and discharge from the facility.
  3. Data shall be entered directly into Objective Arts at least every two weeks.
  4. Contractor shall submit Monthly Program reports to DBH, in a format acceptable to DBH, containing at a minimum the following information:
    - a. Name, date of birth, and ethnicity of each child in the Contractor's program.
    - b. Medi-Cal eligibility status
    - c. Date of program enrollment of each child.
    - d. Name and position title of key staff assigned to each child and family.
    - e. Update on status of each family receiving services.
    - f. Any information obtained from client completion interview, and/or any follow-up contacts.
    - g. Date of program completion or discharge date of each child.
- C. Child, Adolescent Needs and Strengths Assessment – San Bernardino: CANS-SB shall be completed:
1. Within thirty (30) days of admission,
  2. Every three (3) months, and
  3. Within thirty (30) days of discharge
  4. Clarifications:

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- a. A CANS-SB is not required at admission if the client does not meet the criteria for services AND there is deemed insufficient information to complete the CANS-SB accurately.
  - b. In no case shall a period of more than three (3) months pass without completing a CANS-SB.
  - c. A CANS-SB is not required at discharge if a three (3) month (i.e., Update) CANS-SB was administered within the past thirty (30) days AND no significant change in the client's presentation has occurred.
- D. Outcome and Evaluation: Agree to collect, analyze, and share data consistent with the countywide outcomes' evaluation framework. The contractor, in coordination with evaluators, shall be responsible for tracking outcomes. Contractor shall participate in the following:
  1. Participate and cooperate with DBH bi-annual and/or annual site reviews; such reviews may require follow-up and action/correction plans.
  2. Collect, analyze, and report on evaluation elements and their outcomes as defined by DBH.
  3. Perform testing/evaluation services in accordance with the frequency required by the testing instrument(s). The contractor shall be required to enter the data directly into the appropriate computer system in a timely manner, but no more than 14 days after the completion of the instrument. This shall minimally include the following measurements:
    - a. Ages and Stages Questionnaire (ASQ) & Ages and Stages Questionnaire – Social-Emotional (ASQ-SE) – Obtained for all Children.
    - b. Adverse Childhood Experiences (ACE) – Obtained for all Children.
    - c. Child, Adolescent, Needs and Strengths: Comprehensive Multisystem Assessment – San Bernardino (CANS-SB).
    - d. Eyberg Child Behavior Inventory (ECBI) – To be completed for all children served after the ASQ & ASQ-SE, if appropriate.
    - e. Parenting Stress Index: Short Form (PSI/SF) – To be completed for all children served after the ASQ & ASQ-SE.
    - f. Pediatric Symptom Checklist – 35 – To be completed at intake and every three months.
    - g. Achenbach Child Behavior Check List (CBCL) – To be completed for all children served after the ASQ & ASQ-SE, if appropriate.
- E. Key Outcomes:
  1. Key Outcome related to service appropriateness:

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- a. Services match the individual consumer's needs and strengths in accordance with system-of-care values and scientifically derived standards of care.
- b. Improved functioning.
- c. Reduction in symptom distress.
- d. Utilize a satisfaction survey to aid in the evaluation of the program. Surveys shall be utilized to improve and address program deficiencies and promote quality of service.
- e. Evaluate progress of the overall program, specifically regarding response to mental health needs of the local community. Such evaluation practices may include, but is not limited to the following: audits, annual program reviews, contract monitoring, and reviewing special incidents.
- f. Participate and cooperate with DBH bi-annual and/or annual site reviews; such reviews may require follow-up and action/correction plans.

The DBH Research and Evaluation (R&E) shall collect/import important outcome information from targeted consumer groups and Contractor throughout the term of any Contract awarded in response to this RFP. R&E shall notify the Contractor when its participation is required. The performance outcome measurement process shall not be limited to survey instruments but shall also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining the information needed.

- F. Provide DBH Research & Evaluation (R&E) with important outcome information throughout the term of the contract. R&E shall notify contractor(s) when participation is required. The performance outcome measurement process shall not be limited to survey instruments, but may also include client and staff interviews, chart reviews, and other methods of obtaining needed information.
- G. Complete and submit a monthly status report to DBH Program Manager or designee, containing all requested information.
- H. Utilize a satisfaction survey to aid in the evaluation of the program. Surveys shall be utilized to improve and address program deficiencies and promote quality of service.
- I. Evaluate progress of the overall program, specifically regarding response to mental health needs of the local community. Such evaluation practices may include, but is not limited to the following: audits, annual program reviews, contract monitoring, and reviewing special incidents.
- J. Participate and cooperate with DBH bi-annual and/or annual site reviews; such reviews may require follow-up and action/correction plans.

### XIII. SPECIAL PROVISIONS



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- A. A review of productivity of Contractor shall be conducted after the end of each quarter or as deemed necessary by DBH.
- B. Contractor and DBH shall participate in evaluating the progress of the overall program regarding responding to the mental health needs of local communities (i.e. Annual Program Review, site reviews, when applicable audits, etc.).
- C. Satisfaction Surveys shall be provided to beneficiaries and parent/caregivers upon completion/termination of program.
- D. The Contractor must comply with California Vehicle Restraint Laws which state that children transported in motor vehicles must be restrained in the rear seat until they are eight years old or are at least 4 feet 9 inches in height.
- E. Disaster Response: As a county agency DBH provides disaster response to the public as needed. Contractor, as a DBH provider, is expected to participate in such efforts. In preparation for any disaster relief efforts, Contractor is required to:
  - 1. Maintain emergency supplies, equipment, food, and materials on all premises consistent with the American Red Cross guidelines.
  - 2. Train clinical, medical, and support staff on the use of such supplies.
  - 3. Conduct, minimally, one disaster drill per fiscal year. This shall include a description of activity and a roster of participants.
  - 4. Conduct, minimally, one fire drill per quarter. This should include a description of activity and a roster of participants.
  - 5. Submit, one time per fiscal year, an updated disaster plan to the DBH Contract Monitor. This plan shall be written in a format consistent with the format provided by DBH.

### XIV. ADDITIONAL AND PROGRAMMATIC REQUIREMENTS

- A. Subject to (30) thirty days advance notice, the County may, in its sole discretion, require changes in Contractor's staffing patterns in accordance with workload demands related to the number of clients to be served.
- B. Provide clear communication with the contracting agency regarding any significant changes in operation. This would include, but not be limited to:
  - 1. Change of business name or address. **NOTE:** This shall require modifications to Medi-Cal Certification and notice to DBH is required at least 60 days prior to change.
  - 2. Change in staffing. Provide notices to agency within 72 hours of staffing change.
- C. Staff Requirements:
  - 1. Staff hours of coverage: All staff shall be employed by the Contractor. The staff described shall work the designated number of hours per week in full-time equivalents (FTE's), perform the job functions specified and shall meet

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the California Code of Regulations requirements. All treatment staff providing services with DBH funding shall be licensed or waived by the State, according to DBH's policy, and reflect the ethnic population of the community served.

2. Staff Counts / staff to client ratio: As may be appropriate to accomplish SART and EIIS services in conformity with Title 9 and 22, and any other applicable regulation.
3. Staff schedules and other staff documentation shall be appropriate to accomplish SART and EIIS services in conformity with Titles 9 and 22, and any other applicable regulation.
4. Licensure / Certification requirements:
5. Professional Development and Training requirements:
6. The Contractor staff members and volunteers shall adhere to the following requirements:
  - a. Tuberculosis (TB) testing (annually)

### D. Staff Cultural Competency Plan:

1. Collaborate with DBH in the implementation of a Cultural Competency Plan for beneficiaries and adhere to cultural competency requirements. The State Department of Health Care Services mandates counties to develop and implement a Cultural Competency Plan for beneficiaries. Policies and procedures and array of services must be culturally and linguistically appropriate.
  - a. DBH shall make available technical assistance regarding cultural competency requirements.
  - b. Contracting Agency(s) shall gather demographic information on its service area for service planning.
  - c. DBH shall make available cultural competency training for DBH and Agency(s) personnel. Agency(s) personnel shall be required to attend one cultural competency training course per year at a minimum (four (4) hours for clinical staff, two (2) hours for staff who have no contact with consumers.
  - d. DBH shall make available annual training for Agency(s) personnel used as interpreters in threshold languages.
  - e. DBH shall make available technical assistance (i.e., reviewing and editing) for Agency(s) personnel of translated mental health information into the threshold language(s).
  - f. The number of required staff fluent in other languages depends upon the community being serviced; however, must be sufficient to

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accomplish services in conformity with Title 9 and 22, and any other applicable regulation.

E. 0.26% Outcome Measurement Database Charge

The tracking and management of the variety of measures utilized in programs contained in this RFP requires all participants to utilize a specific web-based database. The maximum cost of obtaining the contract for these services shall be 0.26% of the total contract awarded. This cost is the responsibility of the Proposer; however, DBH contracts out for this service. A line item has been included within the sample schedules to ensure this cost is included in the proposal. This charge is payable to DBH by conclusion of the 5<sup>th</sup> month of each fiscal year during the awarded contract.

F. The Contractor shall:

1. Agree to start providing assessment and treatment service no later than 90 days from the start date of the Contract. DBH shall work with the Contractor to assess readiness to provide services.
2. Develop, coordinate, and provide formal therapeutic treatment services based on assessments and treatment recommendations.
3. Obtain Medi-Cal certification to be able to bill EPSDT Medi-Cal for services to Medi-Cal eligible children.
4. Comply with all State Department of Health Care Services requirements to obtain and maintain Medi-Cal certification eligibility.
5. Agree to utilize a transdisciplinary approach to assessment and treatment of children and families.
6. Agree to provide pediatric medical evaluations and pediatric neuropsychological developmental assessments as necessary and reimbursable under a separate funding stream.
7. Provide services in a culturally competent manner by recruiting, hiring, and maintaining staff members who can provide services to a diverse population.
8. Provide services in the appropriate language and in a culturally sensitive manner.

G. Facility Requirements:

1. The Contractor shall comply with all requirements of the State to maintain Medi-Cal Certification and obtain necessary fire clearances. Short-Doyle/Medi-Cal Contractors must notify the DBH at least sixty (60) days prior to a change of ownership or a change of address. The DBH shall request a new provider number from the State.

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2. The Contractor shall maintain facilities and equipment and operate continuously with at least the number and classification of staff required for the provision of services.
3. The Contractor shall obtain the prior written consent of the Director of DBH or the designee before terminating outpatient services at the above location or providing services at another location.
4. Contractor must have a location that is accessible by public transportation and approved by DBH.
5. The Contractor shall provide adequate furnishings and clinical supplies to do outpatient therapy in a clinically effective manner.
6. The Contractor shall maintain the facility exterior and interior appearances in a safe, clean, and attractive manner.
7. The Contractor shall maintain a current fire clearance (i.e., every two years) and have adequate fire extinguishers and smoke alarms, as well as a fire safety plan.
8. The Contractor shall have an exterior sign clearly indicating the location and name of the clinic.
9. The Contractor shall have clinic pamphlets identifying the clinic and its services, in threshold languages, for distribution in the community.
10. 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 in writing to the DBH Access Unit at fax number 909-501-0833, as well as the DBH program contact overseeing the Contract.



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### DESCRIPTION OF PROGRAM SERVICES FOR EARLY IDENTIFICATION AND INTERVENTION (EIIS) SERVICES

California Association of Health and Educational Linked Professions, JPA  
17800 Highway 18  
Apple Valley, CA. 92307  
(760) 955-3555

**Note:** All the requirements noted in the Request for Proposal (RFP DBH 22-148) - 0-5 Comprehensive Treatment Services: Screening, Assessment, Referral, and Treatment (SART) and Early Identification and Intervention Services (EIIS) are incorporated in this Addendum by reference.

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

For children, the goal of the RWR philosophy of care is to help children (hereinafter used to refer to both children and adolescents) to recover from mistreatment and trauma, to learn more adaptive methods of coping with environmental demands and with their own emotions, and to joyfully discover their potential and their place in the world. RWR focuses on a child's strengths, skills, and possibilities rather than on illness, deficits, and limitations. RWR encourages children to take increasing responsibility for their choices and their behavior, since these choices can lead either in the direction of recovery and growth or in the direction of stagnation and unhappiness. RWR encourages children to assume and to regain

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family, social, and community roles in which they can learn and grow toward maturity and that are consistent with their values and culture. RWR promotes acceptance by parents and other caregivers and by the community of all children, regardless of developmental level, illness, or handicap, and it addresses issues of stigma and prejudice that are related to this. This may involve interacting with the community groups or cultural group's way of viewing mental and emotional problems and differences.

- B. Rehabilitative Mental Health Services is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services shall support the individual, family, support system, and/or involved others in accomplishing the desired results. Families, caregivers, human service agency personnel and other significant support persons shall be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities.
- C. Program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation, and other social characteristics of the community in which the program serves. Families, caregivers, human service agency personnel and other significant support persons shall 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. The program shall be designed to use both licensed and non-licensed personnel who are experienced in providing behavioral health services.
- D. Joint Services Agreements to Common Population shall exist between Departmental and Community-Based Organizations and the Department of Behavioral Health (DBH), Children Family Services (CFS), First 5 San Bernardino, Children's Fund, Children's Network, and Preschool Services Department (PSD) for the Screening, Assessment, Referral and Treatment of Children 0 through 5 exposed to the physical, emotional, psychological, familial and societal ravages of substance misuse/abuse, premature birth, poor maternal nutrition, family violence, or maternal depression. These service agreements may include reimbursable EPSDT Medi-Cal services and non-reimbursable services compensated under separate agreements or funding sources.
- E. The Contractor shall develop admission policies and procedures regarding those persons who are eligible for EPSDT Medi-Cal services. Non-EPSDT eligible children and youth in need of treatment should be screened and referred to an appropriate behavioral health service provider or be treated under separate funding streams. DBH shall not reimburse Contractor for services provided to Non-Medi-Cal beneficiaries with Medi-Cal funds, such services may be funded through the First 5 funds; however, it is the responsibility of the Contractor to monitor the availability of these additional funds.

## II. **EIIS MISSION AND GOALS**

- A. Overview

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The **Early, Identification and Intervention Services** program shall provide Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Medi-Cal specialty mental health services and attachment enrichment services to children, from birth to their 9<sup>th</sup> birthdays, who reside in San Bernardino County and who are not better served through the SART program. Children who are enrolled in the program can be eligible for EPSDT Medi-Cal services if they are experiencing significant difficulties in daily functioning because of mental health diagnosis (see the current Diagnostic and Statistical Manual) covered by Medi-Cal and meet EPSDT Medi-Cal Medical Necessity Criteria. Children assessed as not meeting Medi-Cal Medical Necessity Criteria for EPSDT Medi-Cal services but perceived as needing help in developing beneficial attachment with primary and secondary caregivers shall be provided similar services generically referred to as "attachment enrichment" activities. Services are intended to improve the social, developmental, cognitive, emotional, and behavioral functioning of children.

For EIIIS, the target population is children up to 9 years of age who may, or may not, have experienced abuse or trauma, but are perceived as being at risk for manifesting emotional and behavioral disorders and significant developmental delays without the provision of attachment enrichment activities and do not require services from the more intensive 0-5 program [i.e., Screening, Assessment, Referral, and Treatment (SART)]. It is expected that the client population be reflective of the social, economic, and ethnic characteristics of the communities served by the Contractor.

EIIS providers shall adhere to the values and principles of the Core Practice Model while serving the children and families in convenient community settings. At least half (50%) of the children served should be responsive to treatment efforts within twelve (12) months while other children may be served for longer than twelve (12) months. The focus shall be on meeting the child and family's prioritized unmet needs through services that include, but are not limited to, the following: individual and family therapy, care coordination, skill building, behavior management training of parents and families, and other supportive efforts. The focus shall be to ameliorate difficulties, foster growth, and keep the child in the home, school, and community while building connections to any other services needed to sustain growth.

**B. Program Goals:**

1. Provide services appropriate to needs based on functioning and cultural background.
2. Provide effective services that are continually reviewed and revised as needed.
3. Reduce prolonged suffering.

**C. Program Objectives:**

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Early Identification and Intervention Services (EIS) are directed towards children, ages 0 through 9 years of age throughout San Bernardino County who do not require services through the SART program:

1. To assist and support the development of young children who have experienced abuse and/or trauma, which is impacting their ability to function in an age-appropriate manner.
2. To provide outpatient mental health and non-mental health services within the context of the child's placement, family, culture, language, community and according to developmental age-appropriate needs.
3. To provide such services in the placement, clinic, home, school and community, as appropriate to the treatment needs and service goals of the child and family, as outlined in the Individualized Service Plan (ISP).
4. To promote coordination and collaboration in care planning efforts with other program team members and with other child-serving agencies and institutions involved in delivering services to children and their families and to insure comprehensive and consistent care.
5. To direct service objectives towards achieving the individual, family and system desired results as identified in the Mental Health Service Plan and the program care plan.

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

The Core Practice Model (CPM) is a comprehensive model for serving children and youth in need of mental health services. The Core Practice Model Guide publication is available through the Department of Health Care Services (DHCS) which defines the Core Practice Model (CPM) as "a set of practices and principles for children/youth served by both the child welfare and the mental health systems that promotes a set of values, principles, and practices that is meant to be shared by all who seek to support children/youth and families involved in the child welfare system. The CPM requires collaboration between child welfare and mental health staff, service providers, and community/tribal partners working with the children, youth, and families."

The Contractor is expected to incorporate, demonstrate, and support the basic tenets, philosophies, values, and principles of the CPM as follows:

1. Children are first and foremost protected from abuse and neglect and maintained safely in their own homes.
2. Services are needs driven, strength-based, and family focused from the first conversation with or about the family.
3. Services are individualized and tailored to the strengths and needs of each child and family.
4. Services are delivered through a multi-agency collaborative approach that is grounded in a strong community base.



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5. Parent/Family voice, choice, and preference are assured throughout the process.
6. Services incorporate a blend of formal and informal resources designed to assist families with successful transition that ensures long-term success.
7. Services are culturally competent and respectful of the culture of children and their families.
8. Services and support are provided in the child and family's community.
9. Children have permanency and stability in their living situation.

### III. PERSONS TO BE SERVED (TARGET POPULATION)

- A. For the EIIS program, the target population are children up to 9 years of age who may have experienced physical, sexual or emotional abuse and who struggle with social-emotional disturbances or display developmental concerns that require non-intensive, short-term interventions. Services shall target children identified as unserved, underserved, or who have been referred from the universal screening process. It is expected that the EIIS program be aware of the target population for the other 0-5 program, Screening, Referral, Assessment, and Treatment (SART), since referrals between these programs are common. Children qualifying for ongoing services through Inland Regional Center (IRC) are specifically disqualified from services through EIIS, unless (1) the apparent impairment to be addressed is not identified by IRC as a qualifying element, and (2) professional opinion is that difficulties shall be ameliorated by services provided in EIIS.

It is expected that the client population be reflective of the social, economic, and ethnic characteristics of the communities served by the Contractor.

For the EIIS) program, the target population shall consist of three distinct groups, as follows:

1. Children who have experienced physical, sexual, and emotional abuse because of premature birth, poor maternal nutrition, family violence, maternal depression and/or substance abuse or prenatal exposure to alcohol or other drugs. – Priority population for SART, but not prohibited from EIIS.
2. Children who are displaying significantly impaired functioning due to a mental health condition, but who may not have experienced the severe traumas listed above and do not require ongoing transdisciplinary services. These children shall meet EPSDT Medi-Cal Medical Necessity Criteria. – Priority population for EIIS, but not prohibited from SART.
3. Children who do NOT meet EPSDT Medi-Cal Medical Necessity Criteria could benefit from services to facilitate improved functioning. To be served primarily by EIIS, but a small number may be seen in SART depending on child's need. This last group shall represent a small percentage of all children served.

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### B. Provider Adequacy

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 monthly 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.

### C. Target Population

1. Children through 8 years of age who struggle with social-emotional disturbances or display developmental concerns that require less intensive, short-term interventions.
2. The children may have experienced physical, sexual, and emotional abuse because of premature birth, poor maternal nutrition, family violence, maternal depression and/or substance abuse or prenatal exposure to alcohol or other drugs. – Priority population for SART, but not prohibited from EIIS.
3. Children who are displaying significantly impaired functioning due to a mental health condition, but who may not have experienced the traumas listed above and do not require ongoing transdisciplinary services. These children shall meet EPSDT Medi-Cal Medical Necessity Criteria. – Priority population for EIIS, but not prohibited from SART.
4. Children up to 8 years of age who do NOT meet EPSDT Medi-Cal Medical Necessity Criteria but could benefit from services to facilitate improved functioning. To be served by both SART and EIIS, depending on child's need.

The Contractor shall develop admission policies and procedures regarding those children and youth in need of assessment, referral and treatment who are EPSDT Medi-Cal eligible and non-EPSDT eligible. **These procedures must include identification of the child as a foster child, as foster**

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**children shall be prioritized for screenings and shall be served from a Core Practice Model as appropriate.**

Children not eligible for Medi-Cal, but in need of assessment, referral and treatment shall be screened and provided or referred for appropriate services. Services shall be identical to those provided to Medi-Cal beneficiaries under EPSDT Medi-Cal funding and shall be reimbursed by DBH; however, they shall be funded through the DBH - First 5 contract (through June 30, 2026) and not EPSDT Medi-Cal or Realignment funding. Or, if more appropriate, services may be provided through Early Identification and Intervention (PEI) matching funds, or an appropriate referral shall be provided. It is expected that the contractor will work collaboratively with all 0-5 programs to ensure access to services.

DBH can only reimburse Contractor for services provided to out-of-county Medi-Cal beneficiaries if applicable through the SB785 process and if the SB785 procedures are followed by the contractor. These procedures require contact with the DBH Access Unit prior to the onset of services being delivered.

5. EIIS services shall be furnished to children, ages birth through their 8<sup>th</sup> birthday, who reside in San Bernardino County and/or beneficiaries who reside in the local surrounding counties and are able to come to the clinic for services.

EPSDT is a federally mandated Medicaid option requiring the provision of screening, diagnostic and treatment services to eligible Medi-Cal recipients under the age of 21. EPSDT Medi-Cal services are defined per State Department of Mental Health (DMH) Information Notice 98-03, dated March 6, 1998. The intent of the program is to expand mental health services for children and youth with Medi-Cal coverage to "ascertain physical and mental defects" and "to provide treatment to correct or ameliorate defects and chronic conditions found."

EIIS services are intended to improve the social, developmental, cognitive, emotional and behavioral functioning of children aged from birth through 8 years old (i.e., through the child's eighth year). The target population shall be children up through 8 years of age who (1) have experienced physical, sexual and emotional abuse because of premature birth, poor maternal nutrition, family violence, maternal depression and/or substance abuse or prenatal exposure to alcohol or other drugs, or (2) are displaying impairments such that appropriate development is not likely without intervention. This population is at risk of manifesting emotional and behavioral disorders and significant developmental delays.

6. Specific efforts shall be made to reach foster youth who have been identified by either CFS or DBH as meeting the following criteria:

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- a. Currently in or being considered for therapeutic foster care, specialized care rate due to behavioral health needs or other intensive EPSDT services, including but not limited to therapeutic behavioral services or crisis stabilization/intervention; or,
- b. Currently in or being considered for a psychiatric hospital or 24-hour mental health treatment facility (e.g., community residential treatment facility); or,
- c. Has experienced three or more placements within past 24 months due to behavioral health needs.

### IV. PROGRAM DESCRIPTION

#### A. Referrals:

Early Identification and Intervention Services (EIS) are directed towards children, ages 0 through 8 years of age throughout San Bernardino County who do not require services through SART. The target population is children who struggle with social-emotional disturbances or display developmental concerns that require non-intensive, short-term interventions. Services shall target children identified as unserved, underserved, or who have been referred from the universal screening process. Children qualifying for ongoing services through Inland Regional Center (IRC) are specifically disqualified from services through EIS, unless (1) the apparent impairment to be addressed is not identified by IRC as a qualifying element, and (2) professional opinion is that difficulties shall be ameliorated by services provided in EIS.

#### B. Core Practice Model Components:

EIS providers shall adhere to the values and principles of the Core Practice Model while serving the children and families in convenient community settings. The focus shall be on meeting the child and family's prioritized unmet needs through services that include, but are not limited to, the following: individual and family therapy, care coordination, skill building, behavior management training of parents and families, and other supportive efforts. The focus shall be to ameliorate difficulties, foster growth, and keep the child in the home, school, and community while building connections to any other services needed to sustain growth.

#### C. Specific Program Task Requirements

Services to be provided include, but are not limited to, the following:

- 1. Early Identification & Assessment: Most of these services shall qualify as EPSDT Medi-Cal services. EIS must always include the following elements:
  - a. The Contractor in conjunction with the Referral Coordinator shall identify and assess individuals for appropriateness of Early Identification and Intervention Services. Admission protocol shall specify the utilization of EPSDT Medi-Cal Specialty Mental Health Services within the screening and assessment process as



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appropriate. This screening and assessment shall include, but not be limited to, the following:

- 1) Ages and Stages Questionnaire (ASQ), the Ages and Stages Questionnaire Social/Emotional (ASQ-SE), & Adverse Childhood Experiences (ACEs); however, qualification shall not be based solely on these scores and children not indicating difficulties on these measures may still qualify.
  - 2) Interview & Observation: Assess the child's social-emotional disturbances or other developmental concerns through direct observation, interaction, and/or consultation with significant others. This service may qualify as Assessment under EPSDT Medi-Cal.
  - 3) CANS-SB: Completion of the CANS-SB shall be done only for youth admitted for services and shall be completed within 30 days.
  - 4) PSC-35: Obtainment of the PSC – 35 shall done at intake.
- b. If the Provider determines that the child's difficulties are too severe and the child does not meet criteria for the Early Identification and Intervention Services program, the Provider shall make an appropriate referral for the child and family (SART, IRC, etc.).
  - c. If the Provider determines that there are insufficient difficulties to warrant any intervention services, the Provider shall provide child and family with supportive information and any appropriate referrals.
2. Parent Supports: Parental support efforts shall be incorporated through the provision of EIIS. Parental Supports shall focus on, but not be limited to, the following:
    - a. Understanding the child's unique needs.
    - b. Becoming informed advocates for their children.
    - c. Negotiating formal systems such as schools and other agencies.
    - d. Strengthening parenting skills and appropriate parent support systems
  3. It is the expectation that throughout the provision of all services in SART, the Contractor's staff shall work collaboratively with all additional agencies involved in, or potentially appropriate for, services with the child. Additionally, the contractor will work collaboratively with various agencies operating in San Bernardino (e.g., Inland Regional Center) that provide services to children suffering from developmental delays, including autism. This may also include providers of medical services, as the identification of developmental delays and the provision of certain services to this

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population may fall under the medical services scope of practice. Collaboration with these agencies is necessary. It is the expectation that throughout the provision of all services in the EIIS program, the Contractor's staff shall work collaboratively with all additional agencies involved in, or potentially appropriate for, services with the child. Additionally, the contractor will work collaboratively with various agencies operating in San Bernardino (e.g., Inland Regional Center) that provide services to children suffering from developmental delays, including autism. This may also include providers of medical services, as the identification of developmental delays and the provision of certain services to this population may fall under the medical services scope of practice. Collaboration with these agencies may be child-specific, or more system focused (e.g., implementing consistent screening tools).

**D. Discharge:**

The plan to transition out of EIIS shall be incorporated into the service plan as soon as is feasible, but no later than 3 months into services. This plan shall focus on aiding the family in developing additional resources to meet the child's needs and shall be reviewed with the family at least 1 month prior to exiting EIIS. Children shall be exited from services under the following circumstances:

1. Upon mutual Agreement of the family and Contractor that the goals of treatment have been met.
2. Upon parent or guardian refusal of services, or refusal to comply with objectives outlined in the EIIS Plan.
3. Upon parent or guardian's unilateral decision to terminate treatment.
4. Upon a good faith determination by Contractor that the individual/family cannot be effectively served by the program (appropriate referrals are required).
5. Upon a determination that the individual is a danger to other children, staff or self.
6. Upon transfer out of the County or to another region.

**E. Additional Program Responsibilities:**

The costs of items listed below shall be recouped through the provision and billing of services (i.e., either EPSDT Medi-Cal or First 5 funded services).

1. Agree to start providing assessment and treatment service no later than 90 days from the start date of the EIIS Contract. DBH shall work with the Contractor to assess readiness to provide EPSDT services and facilitate Medi-Cal certification process if Contractor is not currently Medi-Cal certified.
2. Develop, coordinate, and provide formal therapeutic treatment services based on the assessments and treatment recommendations. Treatment

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professionals shall be primarily comprised of professionals trained in working with children ages 0-5.

3. Provide a mental health case management component to children and families through the provision of EPSDT Medi-Cal qualifying targeted case management.
4. Employ and train an adequate number of staff to achieve the scope of objectives. This includes ongoing staff training to develop the overall "provider capacity".
5. Obtain and maintain Medi-Cal certification to be able to bill EPSDT Medi-Cal for eligible services.
6. Comply with all Department of Health Care Services (DHCS) requirements to obtain and maintain Medi-Cal certification eligibility.
7. Utilize, to the extent possible within EIS, a transdisciplinary approach to assessment and treatment of children and families/guardians.
8. Provide services in a culturally competent manner by recruiting, hiring, and maintaining staff members who can provide services to a diverse population.
9. Provide services in the appropriate language and in a culturally sensitive manner.
10. Ensure that staff complete at least one training course in cultural competency per year. All staff with contact with the public are minimally required to complete a four (4) hour training. All staff without contact with the public are minimally required to complete a two (2) hour training.
11. Provide clear communication with the contracting agency regarding any significant changes in operation. This would include, but not be limited to:
  - a. Change of business name or address. **NOTE:** This shall require modifications to Medi-Cal Certification and notice to DBH is required at least 60 days prior to change.
  - b. Change in staffing. Provide notices to agency within 72 hours of staffing change.

### V. DESCRIPTION OF EIS PROGRAM SPECIFIC SERVICES TO BE PROVIDED

Mental health services are interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development, independent living and enhanced self-sufficiency. Services shall be directed toward achieving the individual's goals/desired result/personal milestones. The "Identification" and "Intervention" portions of EIS may include the provision of the following services.

#### A. Mental Health Services:

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The specific services to be provided under this Contract/Agreement and their authorized amounts are listed in the attached Schedules A & B and may reference various modes of service and/or funding sources. Not all the activities need to be provided for a service to be billable. Similarly, all services claimed to Medi-Cal must meet Medical Necessity Criteria (See Title 9, Section 1830.205 and 1830.210).

1. **Assessment** - is defined as a service activity designed to evaluate the status of a child's mental, emotional, or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the child's clinical history; analysis of relevant cultural issues and history; diagnosis; and the use of testing procedures.
2. **Crisis Intervention** – is defined as a quick emergency response service enabling the individual and/or family, support system and/or involved others to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible, and in the least restrictive care as applicable. A crisis is an unplanned event that results in the individual's need for immediate service intervention. Crisis intervention services are limited to stabilization of the presenting emergency. This service does not include Crisis Stabilization, which is provided in a 24-hour health care facility or hospital outpatient program. Service activities include but are not limited to assessment, evaluation, targeted case management including Linkage and Consultation and Intensive Care Coordination, and therapy (all billed as crisis intervention).
3. **Individual Therapy** – Therapy is a service activity that is a psychotherapeutic intervention focusing primarily on symptom reduction to improve functioning. This service activity may be delivered to a client or group of clients and may include family therapy at which the beneficiary is present (In DBH, services via hypnosis, bioenergetics and sex surrogate therapy are prohibited).
4. **Group Therapy** – Therapy is a service activity that is a psychotherapeutic intervention focusing primarily on symptom reduction to improve functioning. This service activity may be delivered to a client or group of clients and may include family therapy. Group therapy is a face-to-face MHS activity delivered to more than one client at a time. This service is always face-to-face.
5. **Rehabilitation Services** – Rehabilitative Services are activities that include but are not limited to assistance in improving, maintaining or restoring a client's or a group of clients' functional impairments, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills and support resources and/or medication education.
6. **Plan Development** – may include any or all the following:
  - a. Development of plans, treatment plans or service plans.



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- b. Monitoring of the individual's progress.
- 7. **Targeted Case Management – Linkage and Consultation** Services are activities provided by program staff to assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other needed community services for eligible clients. Service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress and plan.

8. **Targeted Case Management - Intensive Care Coordination (ICC) -**

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

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

Activities coded as ICC may include interventions such as:

- a. Facilitation of the development and maintenance of a constructive and collaborative relationship among child/youth, his/her family or caregiver(s), other providers, and other involved child-serving systems to create a Child and Family Team (CFT).
- b. Facilitation of a care planning and monitoring process which ensures that the plan is aligned and coordinated across the mental health and child serving systems to allow the child/youth to be served in his/her community in the least restrictive setting possible.
- c. Ensure services are provided that equip the parent/caregiver(s) to meet the child/youth's mental health treatment and care coordination needs, described in the child/youth's plan.
- d. Ensure that medically necessary mental health services included in the child/youth's plan are effectively and comprehensively assessed, coordinated, delivered, transitioned and/or reassessed

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as necessary in a way that is consistent with the full intent of the Core Practice Model (CPM).

- e. Provide active participation in the CFT planning and monitoring process to assure that the plan addresses or is refined to meet the mental health needs of the child/youth.

**NOTE:** Contractor must provide ICC for all qualifying foster youth. ICC may be provided in any setting; however, when provided in a hospital, psychiatric health facility, community treatment facility, group home or psychiatric nursing facility, it may be used solely for the purpose of coordinating placement of the child/youth on discharge from those facilities and may be provided during the 30 calendar days immediately prior to the day of discharge, for a maximum of three nonconsecutive periods of 30 calendar days or less per continuous stay in the facility as part of discharge planning.

Additional information on ICC may be obtained from the DHCS publication "Medical Manual for Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS) & Therapeutic Foster Care (TFC) for Katie A. Subclass Members.

### 9. **Intensive Home-Based Services (IHBS)**

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

Activities coded as IHBS may include interventions such as:

- a. Medically necessary skill-based interventions for remediation of behaviors or improvement of symptoms, including but not limited to the implementation of a positive behavioral plan and/or modeling interventions for the child/youth's family and/or significant other to assist them in implementing the strategies.
- b. Development of functional skills to improve self-care, self-regulation, or other functional impairments by intervening to decrease or replace non-functional behavior that interferes with daily living tasks or the avoidance of exploitation by others.
- c. Development of skills or replacement behaviors that allow the child/youth to fully participate in the CFT and service plans including but not limited to the plan and/or child welfare services plan.
- d. Improvement of self-management of symptoms, including self-administration of medications as appropriate.

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- e. Education of the child/youth and/or their family or caregiver(s) about, and how to manage the child/youth's mental health disorder or symptoms.
- f. Support of the development, maintenance and use of social networks including the use of natural and community resources.
- g. Support to address behaviors that interfere with the achievement of a stable and permanent family life.
- h. Support to address behaviors that interfere with a child/youth's success in achieving educational objectives in an academic program in the community.
- i. Support to address behaviors that interfere with transitional independent living objectives such as seeking and maintaining housing and living independently.

**NOTE:** IHBS may only be provided within the context of the Core Practice Model and the provision of ICC to ensure a participatory CFT. IHBS are typically, but not only, provided by paraprofessionals under clinical supervision. Peers, including parent partners, may provide IHBS. IHBS may NOT be provided to children/youth in Group Homes but may be provided outside the Group Home setting to children/youth that are transitioning to a permanent home environment to facilitate the transition during single day and multiple day visits.

Additional information on ICC may be obtained from the DHCS publication "Medical Manual for Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS) & Therapeutic Foster Care (TFC) for Katie A. Subclass Members.

10. **Medication Support Services** - is defined as services that includes staff persons practicing within the scope of their professions by prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals necessary to alleviate the symptoms of mental illness. This service includes:
  - a. Evaluation of the need for medication.
  - b. Evaluation of clinical effectiveness and side effects of medication.
  - c. Obtaining informed consent.
  - d. Medication education (including discussing risks, benefits and alternatives with the individual, family or significant support persons).
  - e. Plan development related to the delivery of this service.

- B. Coordination of Care (If Applicable)

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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.]
- C. **Peer & Family Advocate** - Mental health consumers and/or their family members who serve as advocates for consumers to help them access DBH and community resources such as TAY Centers, clubhouses, social events, wellness and recovery activities, self-help groups, and mental health and drug and alcohol services. They perform the following tasks:
1. Conduct various types of support groups, classes, wellness and recovery activities, and recreational activities throughout the department and contract agencies and promote the Mental Health Service Plan.
  2. Access and distribute to the public various internet resources related to education; utilize the computer to maintain files, records, and basic statistics on program activities, participation, and attendance unstable.
- D. **Non-Mental Health Services** – Age-appropriate non-mental health activities which target the facilitation of obtaining developmental milestones, including a strong and adaptive attachment with caregivers, may be provided as approved by the DBH Program Manager. The contractor is responsible for ensuring that funding for such services is available within the finalized schedules and DBH shall not reimburse for such services with EPSDT Medi-Cal funds.

## VI. HOURS OF PLANNED OPERATION

- A. The Contractor facility shall be open Monday through Friday. The main clinic office shall be open 40 hours per week and offer clinical services to clients during some evenings, and/or weekend hours.
- B. The Contractor must have emergency on-call crisis services for all clients being served in the program, which includes call back staff, assessment of suicide ideation and other crisis responses as needed. The contractor shall have daily on-duty staff rotating on a weekly basis and staff shall be available after normal working hours and on weekends (e.g., through an answering service).



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- C. Changes to this plan shall be submitted to the appropriate DBH Program Manager in writing, signed and in hard copy, for approval thirty (30) days prior to implementation.

### VII. BILLING UNIT

The billing unit for mental health services, rehabilitation support services, Crisis intervention and case management/brokerage is staff time, based on minutes of time.

The exact number of minutes used by staff providing a reimbursable service shall be reported and billed. In no case shall more than sixty (60) units of time be reported or claimed for any one staff person during a one-hour period. Also, in no case shall the units of time reported or claimed for any one staff member exceed the hours worked.

When a staff member provides service to or on behalf of more than one individual at the same time, the staff member's time must be pro-rated to each individual. When more than one staff person provides a service, the time utilized by involved staff members shall be added together to yield the total billable time. The total time claimed shall not exceed the actual staff time utilized for billable service.

The time required for documentation and travel shall be linked to the delivery of the reimbursable service and shall not be separately billed.

Plan development is reimbursable. Units of time may be billed when there is no unit of service (e.g., time spent in plan development activities may be billed regardless of whether there is a face-to-face or phone contact with the individual or significant other).

### VIII. FACILITY LOCATION

Contractor's facility(ies) where outpatient services are to be provided is/are located at:

**AGENCY NAME: CALIFORNIA ASSOCIATION OF HEALTH AND EDUCATIONAL LINKED PROFESSIONS, JPA, (APPLE VALLEY)**

Address: 17800 Hwy 18

City: Apple Valley, CA 92307

Phone: (760) 955-3601

**AGENCY NAME: CALIFORNIA ASSOCIATION OF HEALTH AND EDUCATIONAL LINKED PROFESSIONS, JPA, (BIG BEAR)**

Address: 42007 Fox Farm Rd.

City: Big Bear Lake, CA 92315

Phone: (909) 866-2165

**AGENCY NAME: CALIFORNIA ASSOCIATION OF HEALTH AND EDUCATIONAL LINKED PROFESSIONS, JPA, (YUCCA VALLEY)**

Address: 58967 Business Center Dr.

City: Yucca Valley, CA 92284

## ADDENDUM II

Phone: (760) 369-3130

The locations for services may change in order to best serve the needs of San Bernardino County residents. Any location change shall be approved by the Director or designee, to ensure that all applicable laws and regulations are followed and all contract requirements are met.

Medi-Cal certification is required prior to the reimbursement of EPSDT Specialty Mental Health Services and no mental health services provided prior to the Medi-Cal Certification Date shall be reimbursed.

- A. The Contractor shall obtain the prior written consent of the Director of DBH or the designee before terminating outpatient services at the above location or providing services at another office location.
- B. The Contractor shall comply with all requirements of the State to maintain Medi-Cal Certification and obtain necessary fire clearances. Short-Doyle/Medi-Cal Contractors must notify DBH at least sixty (60) days prior to a change of ownership or a change of address. DBH shall request a new provider number from the State.
- C. The Contractor shall provide adequate furnishings and clinical supplies to do outpatient therapy and in-home services in a clinically effective manner.
- D. The Contractor shall maintain the facility exterior and interior appearances in a safe, clean, and attractive manner.
- E. The Contractor shall maintain a current fire clearance (i.e., every two years) and have adequate fire extinguishers and smoke alarms, as well as a fire safety plan.
- F. The Contractor shall have an exterior sign clearly indicating the location and name of the clinic.
- G. The Contractor shall have program pamphlets identifying the clinic and its services, in threshold languages, for distribution in the community.
- H. 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 in writing to the DBH Access Unit at fax number 909-501-0833, as well as the DBH program contact overseeing the Contract.

### IX. STAFFING

- A. Staff Hours of Coverage and Documentation
  - 1. Staff coverage shall be appropriate to meet the children's and family's mental health needs. This shall include, but not be limited to, having after-hours resources and being able to provide some services throughout the day as needed.
  - 2. A staff roster must be kept current and must be provided to the DBH Program Manager or designee (e.g., contract monitor).

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### B. General Staff Requirements

1. All staff shall be employed by the Contractor.
2. The staff described shall work the designated number of hours per week in full-time equivalents (FTE's) as noted in Schedules, perform the job functions specified, and shall meet the California Code of Regulations requirements.
3. All treatment staff providing services with DBH funding shall be licensed or waived by the State and reflect the ethnic population of the community served.
4. All copies of licenses and registration/waivers shall be provided to the DBH contract monitor and the DBH Contracts Unit, including status and future updates on an as needed basis.
5. Vacancies or changes in staffing plan shall be submitted to the appropriate DBH Program Manager/designee, within 72 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.
6. At DBH's request, Contractor shall provide complete job descriptions for each classification provided pursuant to the terms of this agreement.

### C. Specific Description of Staff Qualifications and Job Functions

1. Program Manager: FTE for this position shall be allocated to program according to the Schedule A and B as accepted by DBH. Program Manager must include clinical background but is not required to be actively licensed in their clinical profession. The Program Manager shall need to ensure contract compliance, allocate program resources as needed, and effectively engage with all involved agencies (e.g., CFS, DBH, First 5, Preschool Services, etc.).
2. Clinic Supervisor: FTE for this position shall be allocated to program according to the Schedule A and B as accepted by DBH. The Clinic Supervisor must be a licensed clinician with experience with the target population. Clinic Supervisor may be Licensed Marriage and Family Therapist (LMFT), Licensed Clinical Social Worker (LCSW), or licensed Clinical Psychologist (Ph.D. or Psy.D.).
3. Physicians / Clinicians other Professional Staff: FTE for these positions shall be allocated to the program according to Schedule A and B as accepted by DBH. Each member of staff must be appropriately trained and authorized to provide services within their scope of practice. Clinical Therapists may be licensed or pre-licensed with appropriate sanction from their respective board (e.g., ACSW registration).

In addition to providing therapeutic services Clinicians are expected to fulfill one or more of the following roles:

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- a. ICC Coordinator - Within the Core Practices Model (CPM) there is a need for thorough collaboration between all Child and Family Team (CFT) members. Planning within the CPM is a dynamic and interactive process that addresses the goals and objectives necessary to accomplish goals. The ICC coordinator is responsible for working within the CFT to ensure that plans from any of the system partners are integrated to comprehensively address the identified goals and objectives and that the activities of all parties involved with the service to the child/youth and/or family, are coordinated to support and ensure successful and enduring change.
  - b. Child and Family Team Meeting Facilitator – The Facilitator shall be the primary contact person for the family. Together with the client's family and their natural team members, the Facilitator serves as the hub of the process and collaboratively orchestrates the development of the Individualized Child and Family Plans. Each Facilitator is required to hold a master's degree in a field related to mental health services (e.g., Social Work, Family Therapy, and Psychology).
4. Mental Health Rehabilitation Specialist: FTE for this position shall be allocated to program according to the Schedule A and B as accepted by DBH. These staff work under licensed professionals and have the responsibility to plan and implement various non-therapy aspects of services.
5. Family or Parent Partner: This position is defined as a parent who is hired as staff, has personal experience with a special needs youth, and can provide support. This staff member's role is to provide support and education to the client family. Parent Partners must have personal parenting experience with an emotionally/behaviorally disturbed child.
6. Program Supervisor: Under general direction, this individual supervises the operation and staff of a clinic. A Program Supervisor must be licensed in California as a Marriage and Family Therapist, a Clinical Social Worker, or a psychologist. The duties of the Program Supervisor include supervision of Clinical Therapists and other support staff and planning and coordination of the work of the clinic staff. The Program Supervisor shall also act as a resource for therapists on issues related to treatment on specific cases or types of cases, review treatment plans and therapeutic techniques utilized, ensure that therapists provide treatment within the scope of licensure, provide comprehensive psychotherapeutic treatment services for the most severely disturbed clients, perform diagnostic evaluations, and develop and implement treatment plans and conduct therapy within the scope of the license.



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7. Psychiatrist: This individual must be a licensed physician who has a psychiatric specialty to diagnose or treat mental illness or condition (unless waived in writing by the Director or designee prior to delivery of services). For the purposes of this program, psychiatric services may only be provided by physicians who practice individually or as a member of a group psychiatric practice.
8. Volunteers: This position is not required for the SART program; however, it may be included. Volunteers are unpaid, unlicensed staff which provide informal support. Volunteers must still comply with the County's HIPAA training before rendering any service.
9. Additional Role Required of Staff: Contractor is responsible for ensuring all staff are provided sufficient support to maximize their utilization of various data systems. Currently, this includes utilization of Objective Arts, the CANS-SB tracking and reporting system and transactional database system, the local billing system. The expectation is that Contractor shall have enough staff fully trained in these systems and functioning as subject matter experts so that they are able to support other staff as needed. This responsibility may be assigned to any appropriate staff in any position, but the Contractor must clarify how this requirement shall be met and maintained for the duration of the contract.
  - a. Licensure/Certification Requirements
  - b. Contractor's personnel shall possess appropriate licenses and certificates and be qualified in accordance with applicable statutes and regulations.
  - c. Contractor shall obtain, maintain and comply with all necessary government authorizations, permits and licenses required to conduct its operations. In addition, the Contractor shall comply with all applicable Federal, State and local laws, rules, regulations and orders in its operations including compliance with all applicable safety and health requirements as to the Contractor's employees.

### D. Professional Development and Training Requirements

1. Treatment professionals should be primarily comprised of professionals trained in working with children ages 0-5.
2. The contractor shall provide education and training to staff and make staff available to attend required training related to DBH policies, procedures documentation.
3. The contractor shall provide education and training to staff and make staff available to attend trainings related to the clinical services provided. This shall include, but not be limited to, the following topics:
  - a. Core Practice Model principles, philosophy, and necessary skill-development.

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- b. Child and Family Team Meeting Facilitation
  - c. Risk assessment
  - d. Clinical Trainings targeting increasing cultural competencies. DBH has the expectation that all clinical staff and direct service staff shall attend at least four (4) hours of this type of training each year. Administrative staff shall attend at least two (2) hours of this type of training each year.
  - e. Trauma informed care
  - f. Child and Adolescent Needs and Strengths (CANS)
  - g. Clinical appropriate interventions for specific sub-populations
- E. Number of Staff Fluent in Other Languages
 

There must be direct services staff with bilingual (Spanish) ability available. This can include the Spanish-speaking Coaches if community and/or client/family population needs warrant. Contractor shall also obtain other linguistic/translation capacity if warranted, including collaboration with the DBH Program Manager on resource identification.
- X. ADMINISTRATIVE AND PROGRAMMATIC REQUIREMENTS
  - A. The Contractor must start providing assessment and treatment services as soon as possible, but no later than ninety (90) days from the contract start date.
  - B. 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.
  - C. The Contractor facility shall be open Monday through Friday. The main clinic office shall be open forty (40) hours per week and offer clinical services to clients during some evening and/or weekend hours as part of the 40 hours per week in which the clinic provides treatment.
  - D. 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.
  - E. The Contractor must obtain and maintain Medi-Cal certification to bill EPSDT Medi-Cal for services provided to Medi-Cal eligible children/youth. Contractor must submit Medi-Cal certification paperwork to assigned DBH Program Manager within thirty (30) days of the start date of the contract. Not obtaining Medi-Cal certification within ninety (90) days from the contract start date may result in contract termination.
  - F. The Contractor must comply with all requirements of the State DHCS to maintain Medi-Cal certification and obtain necessary fire clearances. Short-Doyle/Medi-Cal

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Contractors must notify DBH at least sixty (60) days prior to change of ownership or change of address.

- G. The Contractor shall provide services in a culturally and linguistically sensitive manner. This includes providing information in the appropriate languages and providing information to persons with visual and hearing impairments.
- H. All field staff must be CPR/First Aid trained; and an appropriate number (i.e., 1 or more depending on size of program) of CPR/First Aid-trained staff shall be on duty in the office during ALL hours of operation/shifts.
- I. The Contractor shall have an exterior sign clearly indicating the location and name of the clinic.
- J. Non-smoking signs shall be clearly posted to the exterior of the building stating: "No Smoking Within 20 feet of the building – Assembly Bill 846, Chapter 342".
- K. The Contractor shall abide by the criteria and procedures set forth in the Uniform Method of Determining Ability to Pay (UMDAP) manual consistent with State regulations for mental health programs. The Contractor shall not charge mental health patients more than what UMDAP allows.
- L. The Contractor shall maintain client records in compliance with all regulations set forth by the State DMH and provide access to clinical records by DBH staff. Contractor shall satisfy and provide for meeting State DMH Outcome study requirements.
- M. The Contractor shall maintain ongoing compliance with Medi-Cal Utilization Review requirements and Medicare record keeping requirements. The Contractor shall participate in on-going Medi-Cal audits by the State DMH. A copy of the plan of correction regarding deficiencies shall be forwarded to the DBH.
- N. The Contractor shall maintain high standards of quality of care for the units of service which it has committed to provide.
  - 1. The Contractor shall make every effort to recruit bilingual staff to meet community needs.
  - 2. The Contractor shall provide on-going training for staff on cultural issues (minimum of 1 training per year).
  - 3. The Contractor's staff shall hold regular case conferences to evaluate the effects of treatment and the need for continued treatment.
  - 4. Summary copies of the internal peer review conducted must be forwarded to the DBH.
- O. The Contractor shall participate in the DBH's annual evaluation of the program and shall make required changes in areas of deficiency.
- P. The Contractor shall allow visits by the Contract Monitor at any time for review of records, contract requirements, or for audit purposes.

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- Q. The Contractor shall ensure that there are adequate budgeted funds to pay for all necessary treatment staff, supplies and tools.
- R. The Contractor shall maintain a separate and clear audit trail reflecting expenditure of funds under this agreement.
- S. The 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, which may include electronic mail, with the Program Manager regarding those policies and procedures.
- T. **Provider Adequacy**  
The 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 this Contract with the County.
  2. On a monthly 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.
- U. The program shall submit additional reports as required by the DBH.
- V. The Contractor's Director, or designee, must attend regional meetings as scheduled.
- W. The Contractor shall make clients aware of their responsibility to pay for their medications not included on the Medi-Cal formulary. However, if there is a financial hardship, and the client cannot function normally without the prescribed medication, the Contractor shall cover the cost of those medications not listed on the current Medi-Cal Formulary. The Contractor physician shall submit a written request to the Contractor's Director for approval to waive clients' responsibility to pay for their own medications.
- Y. It is understood by the Contractor that the State DHCS and the County of San Bernardino require compliance with all standards listed. Failure to comply with any



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of the above requirements or Section XIII SPECIAL PROVISIONS of Addendum may result in reimbursement checks being withheld until the Contractor is in full compliance.

### XI. COUNTY DEPARTMENT OF BEHAVIORAL HEALTH RESPONSIBILITIES

- A. DBH shall provide technical assistance to Contractor in regard to Short-Doyle/Medi-Cal requirements, as well as charting and Utilization Review requirements and Medi-Cal claims procedures.
- B. DBH shall participate in evaluating the progress of the overall program in regard to responding to the mental health needs of the consumers/community.
- C. DBH shall monitor Contractor on a regular basis in regard to compliance with all of the above requirements.
- D. DBH shall provide linkages with the total Mental Health system to assist Contractor in meeting the needs of its clients.

### XII. OUTCOME MEASURES AND DATA REPORTING REQUIREMENTS

- A. Process Measures
  - 1. Ninety percent (90%) of all San Bernardino Medi-Cal Beneficiaries shall be offered an appointment within 10 business days of referral.
  - 2. The average number of days between the client's first assessment and first treatment service, excluding the upper 5%, shall be less than 24 days.
  - 3. The average number of EPSDT Specialty Mental Health Service Hours provided to a client who meets Medi-Cal medical necessity will be more than 4 hours per month.
  - 4. The average number of days between EPSDT services, excluding the upper 5%, shall be less than 9 days.
  - 5. At least 95% of all billable services provided during a specific month shall be included in the monthly billing which is submitted by the seventh (7<sup>th</sup>) day of the following month,
  - 6. Information for at least 95% of all clients who are either "opened" or "closed" for mental health services shall be provided to DBH through the appropriate means within five (5) working days of the admission and discharge.
- B. Data Reporting Elements including when data is due, how it shall be submitted and any other specifics:
  - 1. Data is gathered through the billing systems, which shall be completed by the seventh (7<sup>th</sup>) day of the month following the billing for the previous month's Medi-Cal based services.
  - 2. The exception is the "opening" and "closing" of clients within the County's current billing and transactional database system. This shall be done within five (5) working days of admission and discharge from the facility.

## ADDENDUM II

3. Data shall be entered directly into Objective Arts at least every two weeks.
  4. Contractor shall submit Monthly Program reports to DBH, in a format acceptable to DBH, containing at a minimum the following information:
    - a. Name, date of birth, and ethnicity of each child in the Contractor's program.
    - b. Medi-Cal eligibility status
    - c. Date of program enrollment of each child.
    - d. Name and position title of key staff assigned to each child and family.
    - e. Update on status of each family receiving services.
    - f. Any information obtained from client completion interview, and/or any follow-up contacts.
    - g. Date of program completion or discharge date of each child.
- C. Child, Adolescent Needs and Strengths Assessment – San Bernardino: CANS-SB shall be completed:
1. Within thirty (30) days of admission,
  2. Every three (3) months, and
  3. Within thirty (30) days of discharge
  4. Clarifications:
    - a. A CANS-SB is not required at admission if the client does not meet the criteria for services AND there is deemed insufficient information to complete the CANS-SB accurately.
    - b. In no case shall a period of more than three (3) months pass without completing a CANS-SB.
    - c. A CANS-SB is not required at discharge if a three (3) month (i.e., Update) CANS-SB was administered within the past thirty (30) days AND no significant change in the client's presentation has occurred.
- D. Outcome and Evaluation: Contractor shall collect, analyze, and share data consistent with the countywide outcomes' evaluation framework. Contractor, in coordination with evaluators, shall be responsible for tracking outcomes. Contractor shall participate in the following:
1. Participate and cooperate with DBH bi-annual and/or annual site reviews; such reviews may require follow-up and action/correction plans.
  2. Collect, analyze, and report on evaluation elements and their outcomes as defined by DBH.
  3. Perform testing/evaluation services in accordance with the frequency required by the testing instrument(s). The contractor shall be required to

## ADDENDUM II

enter the data directly into the appropriate computer system in a timely manner, but no more than 14 days after the completion of the instrument. This shall minimally include the following measurements:

- a. Ages and Stages Questionnaire (ASQ) & Ages and Stages Questionnaire – Social-Emotional (ASQ-SE) – Obtained for all children for whom there is an age-appropriate tool.
- b. Adverse Childhood Experiences (ACE) – Obtained for all Children.
- c. Pediatric Symptom Checklist – 35 -PSC-35 shall be obtained at intake and every three months.
- d. Child, Adolescent, Needs and Strengths: Comprehensive Multisystem Assessment – San Bernardino (CANS-SB).

### E. Program Goals:

1. Provide services appropriate to needs based on functioning and cultural background.
2. Provide effective services that are continually reviewed and revised as needed.
3. Reduce prolonged suffering.

### F. Key Outcomes:

1. Key Outcome related to service appropriateness:
  - a. Services match the individual consumer's needs and strengths in accordance with system-of-care values and scientifically derived standards of care.
  - b. Improved functioning.
  - c. Reduction in symptom distress.
  - d. Utilize a satisfaction survey to aid in the evaluation of the program. Surveys shall be utilized to improve and address program deficiencies and promote quality of service.
  - e. Evaluate progress of the overall program, specifically regarding response to mental health needs of the local community. Such evaluation practices may include, but is not limited to the following: audits, annual program reviews, contract monitoring, and reviewing special incidents.
  - f. Participate and cooperate with DBH bi-annual and/or annual site reviews; such reviews may require follow-up and action/correction plans.

The DBH Research and Evaluation (R&E) shall collect/import important outcome information from targeted consumer groups and Contractor throughout the term of any Contract awarded in response to this RFP. R&E shall notify the Contractor when its participation is required. The

## ADDENDUM II

performance outcome measurement process shall not be limited to survey instruments but shall also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining the information needed.

- G. Provide DBH Research & Evaluation (R&E) with important outcome information throughout the term of the contract. R&E shall notify contractor(s) when participation is required. The performance outcome measurement process shall not be limited to survey instruments, but may also include client and staff interviews, chart reviews, and other methods of obtaining needed information.
- H. Complete and submit a monthly status report to DBH Program Manager or designee, containing all requested information.
- I. Utilize a satisfaction survey to aid in the evaluation of the program. Surveys shall be utilized to improve and address program deficiencies and promote quality of service.
- J. Evaluate progress of the overall program, specifically regarding response to mental health needs of the local community. Such evaluation practices may include, but is not limited to the following: audits, annual program reviews, contract monitoring, and reviewing special incidents.
- K. Participate and cooperate with DBH bi-annual and/or annual site reviews; such reviews may require follow-up and action/correction plans.

### XIII. SPECIAL PROVISIONS

- A. A review of productivity of Contractor shall be conducted after the end of each quarter or as deemed necessary by DBH.
- B. Contractor and DBH shall participate in evaluating the progress of the overall program regarding responding to the mental health needs of local communities (i.e. Annual Program Review, site reviews, audits, etc.).
- C. Satisfaction Surveys shall be provided to beneficiaries and parent/caregivers upon completion/termination of the program.
- D. Contractor must comply with California Vehicle Restraint Laws which state that children transported in motor vehicles must be restrained in the rear seat until they are eight years old or are at least 4 feet 9 inches in height.
- E. Disaster Response: As a county agency DBH provides disaster response to the public as needed. Contractor, as a DBH provider, is expected to participate in such efforts. In preparation for any disaster relief efforts, Contractor is required to:
  - 1. Maintain emergency supplies, equipment, food, and materials on all premises consistent with the American Red Cross guidelines.
  - 2. Train clinical, medical, and support staff on the use of such supplies.
  - 3. Conduct, minimally, one disaster drill per fiscal year. This shall include a description of activity and a roster of participants.



## ADDENDUM II

4. Conduct, minimally, one fire drill per quarter. This shall include a description of activity and a roster of participants.
5. Submit, one time per fiscal year, an updated disaster plan to the DBH Contract Monitor. This plan shall be written in a format consistent with the format provided by DBH.

### XIV. ADDITIONAL AND PROGRAMMATIC REQUIREMENTS

- A. Subject to (30) thirty days advance notice, the County may, in its sole discretion, require changes in Contractor's staffing patterns in accordance with workload demands related to the number of clients to be served.
- B. Provide clear communication with the contracting agency regarding any significant changes in operation. This would include, but not be limited to:
  1. Change of business name or address. **NOTE:** This shall require modifications to Medi-Cal Certification and notice to DBH is required at least 60 days prior to change.
  2. Change in staffing. Provide notices to agency within 72 hours of staffing change.
- C. Staff Requirements:
  1. Staff hours of coverage: All staff shall be employed by the Contractor. The staff described shall work the designated number of hours per week in full-time equivalents (FTE's), perform the job functions specified and shall meet the California Code of Regulations requirements. All treatment staff providing services with DBH funding shall be licensed or waived by the State, according to DBH's policy, and reflect the ethnic population of the community served.
  2. Staff Counts / staff to client ratio: As may be appropriate to accomplish SART and EIIS services in conformity with Title 9 and 22, and any other applicable regulation.
  3. Staff schedules and other staff documentation shall be appropriate to accomplish SART and EIIS services in conformity with Titles 9 and 22, and any other applicable regulation.
  4. Licensure / Certification requirements:
  5. Professional Development and Training requirements:
  6. The Contractor staff members and volunteers shall adhere to the following requirements:
    - a. Tuberculosis (TB) testing (annually)
- D. Staff Cultural Competency Plan:
  1. Collaborate with DBH in the implementation of a Cultural Competency Plan for beneficiaries and adhere to cultural competency requirements. The

## ADDENDUM II

State Department of Health Care Services mandates counties to develop and implement a Cultural Competency Plan for beneficiaries. Policies and procedures and array of services must be culturally and linguistically appropriate.

- a. DBH shall make available technical assistance regarding cultural competency requirements.
- b. Contracting Agency(s) shall gather demographic information on its service area for service planning.
- c. DBH shall make available cultural competency training for DBH and Agency(s) personnel. Agency(s) personnel shall be required to attend one cultural competency training course per year at a minimum (four (4) hours for clinical staff, two (2) hours for staff who have no contact with consumers.
- d. DBH shall make available annual training for Agency(s) personnel used as interpreters in threshold languages.
- e. DBH shall make available technical assistance (i.e., reviewing and editing) for Agency(s) personnel of translated mental health information into the threshold language(s).
- f. The number of required staff fluent in other languages depends upon the community being serviced; however, must be sufficient to accomplish services in conformity with Title 9 and 22, and any other applicable regulation.

### E. 0.26% Outcome Measurement Database Charge

The tracking and management of the variety of measures utilized in programs contained in this RFP requires all participants to utilize a specific web-based database. The maximum cost of obtaining the contract for these services shall be 0.26% of the total contract awarded. This cost is the responsibility of the Proposer; however, DBH contracts out for this service. A line item has been included within the sample schedules to ensure this cost is included in the proposal. This charge is payable to DBH by conclusion of the 5<sup>th</sup> month of each fiscal year during the awarded contract.

### F. The Contractor shall:

1. Agree to start providing assessment and treatment service no later than 90 days from the start date of the Contract. DBH shall work with the Contractor to assess readiness to provide services.
2. Develop, coordinate, and provide formal therapeutic treatment services based on assessments and treatment recommendations.
3. Obtain Medi-Cal certification to be able to bill EPSDT Medi-Cal for services to Medi-Cal eligible children.

## **ADDENDUM II**

4. Comply with all State Department of Health Care Services requirements to obtain and maintain Medi-Cal certification eligibility.
5. Agree to utilize a transdisciplinary approach to assessment and treatment of children and families.
6. Provide services in a culturally competent manner by recruiting, hiring, and maintaining staff members who can provide services to a diverse population.
7. Provide services in the appropriate language and in a culturally sensitive manner.

**G. Facility Requirements:**

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

**ADDENDUM II**

DBH Access Unit at fax number 909-501-0833, as well as the DBH program contact overseeing the Contract.



**ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS**

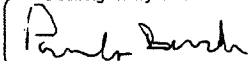
**Contractor California Association of Health and Educational Linked Professions, JPA shall:**

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.

Pamela Bender

Printed name of authorized official



Signature of authorized official

9/18/2024

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.

## ATTACHMENT II

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.



## Campaign Contribution Disclosure

### **DEFINITIONS**

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

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

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

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

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

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

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



1. Name of Contractor: California Association of Health and Educational Linked Professions, JPA
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)? Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5  
No ☒
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: N/A
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):N/A
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	

6. Name of agent(s) of Contractor:

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

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

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

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

Company Name	Individual(s) Name
N/A	

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

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

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

10. Name of Board of Supervisor Member or other County elected officer: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

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

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