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**Contract Number****19-589 A-3****SAP Number****4400012326**

## Department of Behavioral Health

<b>Department Contract Representative</b>	Tammi Phillips
<b>Telephone Number</b>	(909) 388-0861
<b>Contractor</b>	Crestwood Behavioral Health, Inc.
<b>Contractor Representative</b>	Elena Mashkevich
<b>Telephone Number</b>	916-714-5310
<b>Contract Term</b>	August 20, 2019 – August 19, 2024
<b>Original Contract Amount</b>	\$22,854,475
<b>Amendment Amount</b>	\$7,722,336
<b>Total Contract Amount</b>	\$30,576,811
<b>Cost Center</b>	9209181000

THIS CONTRACT is entered into in the State of California by and between San Bernardino County, hereinafter called the County, and Crestwood Behavioral Health, Inc. referenced above, hereinafter called Contractor.

**IT IS HEREBY AGREED AS FOLLOWS:**

**WITNESSETH:**

IN THAT CERTAIN **Contract No. 19-589** by and between San Bernardino County, a political subdivision of the State of California, and Contractor for Mental Health Rehabilitation Center (MHRC) services, which Contract first became effective August 20, 2019, the following changes are hereby made and agreed to, effective March 29, 2022:

- I. **REFERENCED CONTRACT PROVISIONS, Annual Maximum Obligation** is hereby amended to read as follows:

**Maximum Obligation**

TOTAL MAXIMUM OBLIGATION PER 5 YEAR CONTRACT: \$30,576,811

- II. ARTICLE I DEFINITIONS, paragraph I is hereby deleted, paragraphs D through H are hereby re-lettered as paragraphs E through I and paragraph D is hereby added to read as follows:

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

III. ARTICLE II CONTRACT SUPERVISION, is hereby re-numbered as ARTICLE III and ARTICLE II GENERAL CONTRACT REQUIREMENTS is hereby added to read as follows:

A. Recitals

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

B. Change of address

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

C. Choice of Law

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

D. Contract Exclusivity

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

E. 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.

IV. ARTICLE III PERFORMANCE, is hereby re-numbered as ARTICLE IV, paragraphs A, G.1 and J are hereby amended, paragraphs M through P are hereby re-lettered as N through Q and paragraphs M and R are hereby added to read as follows:

A. Under this Agreement, the Contractor shall provide those services, which are dictated by attached Addenda, Schedules and/or Attachments; specifically, contractor will provide the services listed on **Addendum I MENTAL HEALTH REHABILITATIVE CENTER Locked Long Term Residential 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.

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 specifically related to the contract 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 specifically related to the contract 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.

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

#### 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.

#### R. Telehealth

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



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

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

- V. ARTICLE IV FUNDING AND BUDGETARY RESTRICTIONS, is hereby re-numbered as ARTICLE V, paragraph C is hereby deleted and paragraph D is hereby re-lettered as paragraph C and amended to read as follows:

- C. The Contract amendment is increasing the total contract amount by \$7,722,336, from \$22,854,475 to \$30,576,811, with no change to the contract period of August 20, 2019 through August 19, 2024.

- VI. ARTICLE V PROVISIONAL PAYMENT, is hereby re-numbered as ARTICLE VI and paragraphs F.1 and G are hereby amended to read as follows:

- F. 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.

G. 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. Each claim shall reflect any and all payments made to Contractor by, or on behalf of patients. Claims for Reimbursement shall be completed and forwarded to DBH within ten (10) days after the close of the month in which services were rendered. Following receipt of a complete and correct monthly claim, the County shall make payment within a reasonable period.

- VII. ARTICLE VI ELECTRONIC SIGNATURES, is hereby re-numbered as ARTICLE VII.

- VIII. ARTICLE VII ANNUAL COST REPORT SETTLEMENT is hereby re-numbered as ARTICLE VIII and paragraphs A, C.2, C.8, D.1-3, E and G are hereby amended to read as follows:

- 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 ninety (90) days at the end of each fiscal year and not later than ninety (90) 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.

- C. 2. Contractor shall submit an annual cost report for a preliminary cost settlement. This cost report shall be submitted no later than ninety (90) 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.

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.

- D.
  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 receipts 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.

E. Method of Payments for Amounts Due to the County

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

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

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

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

1. Actual net cost (or total maximum negotiated reimbursement for approved services);
2. Maximum Contract amount.

IX. ARTICLE VIII FISCAL AWARD MONITORING, is hereby re-numbered as ARTICLE IX.

X. ARTICLE IX FINAL SETTLEMENT: AUDIT, is hereby re-numbered as ARTICLE X and paragraph F is hereby amended to read as follows:

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

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

- XI. ARTICLE X SINGLE AUDIT REQUIREMENT, is hereby re-numbered as ARTICLE XI.
- XII. ARTICLE XI CONTRACT PERFORMANCE NOTIFICATION, is hereby re-numbered as ARTICLE XII.
- XIII. ARTICLE XII PROBATIONARY STATUS, is hereby re-numbered as ARTICLE XIII.
- XIV. ARTICLE XIII DURATION AND TERMINATION, is hereby re-numbered as ARTICLE XIV.
- XV. ARTICLE XIV ACCOUNTABILITY: REVENUE, is hereby re-numbered as ARTICLE XV.
- XVI. ARTICLE XV PATIENT/CLIENT BILLING, is hereby re-numbered as ARTICLE XVI.
- XVII. ARTICLE XVI PERSONNEL, is hereby re-numbered as ARTICLE XVII and paragraph G.1 is hereby amended to read as follows:
- G. 1. Pursuant to Title 42 of the Code of Federal Regulations, Section 455.410, all health care providers including all ordering or referring physicians or other professionals providing services, are required to be screened via the Social Security Administration's Death Master File to ensure new and current providers are not listed. Contractor shall conduct the review prior to hire and upon contract renewal (for contractor employees not hired at the time of contract commencement).
- XVIII. ARTICLE XVII PROHIBITED AFFILIATIONS, is hereby re-numbered as ARTICLE XVIII.
- XIX. ARTICLE XVIII LICENSING, CERTIFICATION AND ACCREDITATION, is hereby re-numbered as ARTICLE XIX, paragraphs F and G are hereby re-lettered as paragraphs G and H, and paragraph F is hereby added to read as follows:
- F. Contractor shall develop and implement a documented process for continued employment of pre-licensed clinical therapist staff, who have not obtained licensure within six (6) years of their original date of registration. This process must be in accordance with DBH Registration and Licensure Requirements for Pre-Licensed Staff Policy (HR4012). Contractor shall be responsible for accepting, reviewing and determining whether to grant a one (1) year extensions [up to a maximum of three (3) one-year extensions], to an employee who has not obtained licensure within six (6) years following the first California Board of Behavioral Health Sciences (BBS) registration receipt date. Prior to granting said extension, Contractor must ensure the pre-licensed staff is actively pursuing licensure, and that licensure can be obtained within the determined extension period. Contractor shall ensure all licensed and pre-licensed staff maintain valid Board registration and adhere to all applicable professional regulations, including – but not limited to - clearance from ineligible/excluded status as described herein.
- Contractor approved extension letters shall be submitted to DBH Office of Compliance via email to [Compliance\\_Questions@dbh.sbcounty.gov](mailto:Compliance_Questions@dbh.sbcounty.gov).
- XX. ARTICLE XIX HEALTH INFORMATION SYSTEM, is hereby re-numbered as ARTICLE XX.
- XXI. ARTICLE XX ADMINISTRATIVE PROCEDURES, is hereby re-numbered as ARTICLE XXI paragraph J is hereby amended to read as follows:
- J. In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach



thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

XXII. ARTICLE XXI LAWS AND REGULATIONS, is hereby re-numbered as ARTICLE XXII, paragraph E.5.a is hereby amended and paragraphs F.2.e.vi and G are hereby added to read as follows:

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

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

- a. Notify DBH Office of Compliance in writing, by mail, fax, or electronically, of such incident no later than one (1) business day and provide DBH Office of Compliance with the following information to include but not limited to:
  - i. Date the potential breach occurred;
  - ii. Date the potential breach was discovered;
  - iii. Number of staff, employees, subcontractors, agents or other third parties and the titles of each person allegedly involved;
  - iv. Number of potentially affected patients/clients; and
  - v. Description of how the potential breach allegedly occurred.

F. Program Integrity Requirements

2. Compliance Plan and Program

e. Internal Monitoring and Auditing

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

G. Sex Offender Requirements

Contractor shall ensure client registration protocols for non-DBH referrals include, a screening process to ensure clients ever convicted of a sex offense against a minor or currently registered as a sex offender with violations of CA Penal Code (PC) § 208 or 208.5, are not accepting into housing or treatment in facilities within one-half (1/2) mile (2640 feet)

of any school, including any or all of kindergarten and grades 1 to 12, as required by PC § 3003, subdivision (g). Contractor shall obtain criminal history information for any client residing longer than twenty-four (24) hours, prior to rendering services.

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

- XXIII. ARTICLE XXII PATIENTS' RIGHTS, is hereby re-numbered as ARTICLE XXIII.
- XXIV. ARTICLE XXIII CONFIDENTIALITY, is hereby re-numbered as ARTICLE XXIV.
- XXV. ARTICLE XXIV ADMISSION POLICIES, is hereby re-numbered as ARTICLE XXV.
- XXVI. ARTICLE XXV MEDICAL RECORDS/PROTECTED HEALTH INFORMATION, is hereby re-numbered as ARTICLE XXVI.
- XXVII. ARTICLE XXVI TRANSFER OF CARE, is hereby re-numbered as ARTICLE XXVII.
- XXVIII. ARTICLE XXVII QUALITY ASSURANCE/UTILIZATION REVIEW, is hereby re-numbered as ARTICLE XXVIII.
- XXIX. ARTICLE XXVIII INDEPENDENT CONTRACTOR STATUS, is hereby re-numbered as ARTICLE XXIX.
- XXX. ARTICLE XXIX SUBCONTRACTOR STATUS, is hereby re-numbered as ARTICLE XXX and amended to read as follows:
  - A. If Contractor intends to subcontract any part of the services provided under this Contract to an individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Contractor who is performing services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor, Contractor must submit a written Memorandum of Understanding (MOU) with that agency or agencies with original signatures to DBH. The MOU must clearly define the following:
    - 1. The name of the subcontracting agency.
    - 2. The amount (units, minutes, etc.) and types of services to be rendered under the MOU.
    - 3. The amount of funding to be paid to the subcontracting agency.
    - 4. The subcontracting agency's role and responsibilities as it relates to this Contract.
    - 5. A detailed description of the methods by which the Contractor will insure that all subcontracting agencies meet the monitoring requirements associated with funding regulations.
    - 6. A budget sheet outlining how the subcontracting agency will spend the allocation.
    - 7. Additionally, each MOU shall contain the following requirements:
      - a. Subcontractor shall comply with the Right to Monitor and Audit Performance and Records requirements, as referenced in the Performance Article.
      - b. Subcontractor agrees to comply with Personnel Article related to the review of applicable Federal databases in accordance with Title 42 of the Code of

Federal Regulations, Section 455.436, and applicable professional disciplines' and licensing and/or certifying boards' code of ethics and conduct.

- c. Subcontractor shall operate continuously throughout the term of the MOU with all licenses, certifications, and/or permits as are necessary to perform services and comply with Licensing, Certification, and Accreditation Article related to excluded and ineligible status.
  - d. Subcontractor agrees to perform work under this MOU in compliance with confidentiality requirements, as referenced in the Confidentiality and Laws and Regulations Articles.
  - e. MOU is governed by, and construed in accordance with, all laws and regulations, and all contractual obligations of the Contractor under the primary contract.
  - f. Subcontractor's delegated activities and reporting responsibilities follow the Contractor's obligations in the primary contract.
  - g. Subcontractor shall be knowledgeable in and adhere to primary contractor's program integrity requirements and compliance program, as referenced in the Laws and Regulations Article.
  - h. Subcontractor agrees to not engage in unlawful discriminatory practices, as referenced in the Nondiscrimination Article.
- B. Any subcontracting agency must be approved in writing by DBH and shall be subject to all applicable provisions of this Contract. The Contractor will be fully responsible for the performance, duties and obligations of a subcontracting agency, including the determination of the subcontractor selected and the ability to comply with the requirements of this Contract. DBH will not reimburse contractor or subcontractor for any expenses rendered without DBH approval of MOU in writing in the fiscal year the subcontracting services started.
- C. At DBH's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by DBH, resumes of proposed subcontractor personnel.
- D. Contractor shall remain directly responsible to DBH for its subcontractors and shall indemnify the County for the actions or omissions of its subcontractors under the terms and conditions specified in Indemnification and Insurance Article.
- E. Ineligible Persons
- Contractor shall adhere to Prohibited Affiliations and Licensing, Certification and Accreditation Articles regarding Ineligible Persons or Excluded Parties for its subcontractors.
- F. Upon expiration or termination of this Contract for any reason, DBH will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with DBH.

XXXI. ARTICLE XXX ATTORNEY COSTS & FEES, is hereby re-numbered as ARTICLE XXXI.

XXXII. ARTICLE XXXI INDEMNIFICATION AND INSURANCE, is hereby re-numbered as ARTICLE XXXII and paragraph K.5 is hereby amended to read as follows:

## K. 5. Cyber Liability Insurance

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

- XXXIII. ARTICLE XXXII NONDISCRIMINATION, is hereby re-numbered as ARTICLE XXXIII.
- XXXIV. ARTICLE XXXIII CONTRACT AMENDMENTS, is hereby re-numbered as ARTICLE XXXIV.
- XXXV. ARTICLE XXXIV ASSIGNMENT, is hereby re-numbered as ARTICLE XXXV.
- XXXVI. ARTICLE XXXV SEVERABILITY, is hereby renamed LEGALITY AND SEVERABILITY and is hereby re-numbered as ARTICLE XXXVI.
- XXXVII. ARTICLE XXXVI IMPROPER CONSIDERATION, is hereby re-numbered as ARTICLE XXXVII.
- XXXVIII. ARTICLE XXXVII VENUE, is hereby re-numbered as ARTICLE XXXVIII.
- XXXIX. ARTICLE XXXVIII CONCLUSION, is hereby re-numbered as ARTICLE XXXIX.
- XL. ADDENDUM I, MENTAL HEALTH REHABILITATIVE CENTER Locked Long Term Residential SERVICE DESCRIPTION, ARTICLE III. DESCRIPTION OF SPECIFIC SERVICES TO BE PROVIDED is hereby replaced to read as follows:
- A. Contractor shall provide one (1) bed at the Bakersfield facility and up to forty (40) beds at the Fallbrook facility, for the appropriate level of care for the term of this agreement.
  - B. Contractor to provide the total bed days within a locked, long-term, residential treatment facility, for each Level of Care, for the term of this agreement, as specified in: Article III Performance, Paragraph B, of this agreement. Levels of Care are defined as:
    - 1. Level 1: At this level, consumers have acute behaviors that may require 1:1 supervision and a high level of behavioral interventions. Consumers at this level may also require a high level of nursing intervention, requiring enhanced 24/7 nursing coverage.
    - 2. Level 2: At this level, consumers continue to be significantly impaired; however, behavior is more chronic. These consumers continue to require intensive programming, supervision, and support.
    - 3. Level 3: At this level, consumers require less supervision and support. Consumers are stabilized and are working on transitioning into less restrictive, lower levels of care.
  - C. Consumers may be referred from State Hospitals, Veterans Hospital, county/private facilities, board and care facilities, and other facilities or sources as deemed appropriate by the DBH CHAS Clinic Supervisor, or designee. All referrals from these sources must have prior approval by the DBH CHAS Clinic Supervisor, or designee, prior to admission, if DBH is to be the payment source at any time during the clients stay.
  - D. Provide for admission capabilities from 8:00 a.m. through 7:00 p.m., Monday through Friday and from 8:00 a.m. through 5:00 p.m. on Saturday.



- E. Contractor to evaluate all consumers referred who meet the target population criteria. Any referral that is denied must be reported to the DBH Centralized Hospital Aftercare Services (CHAS) Clinic Supervisor or designee, in writing within 24 hours of denial. The basis for the denial is to be supported by Title 9 regulations prohibiting the consumer's acceptance into the facility.
- F. At the time of admission, the Contractor's Administrator or designee and the Clinic Supervisor or designee will determine the level of care for services.
- G. Provide the appropriate level of comprehensive organized therapeutic activities, including skill building, small therapy groups, individual therapy, physical and recreational activities, and various types of outings, passes and special events designed to promote improved functionality in daily living and social skills, preparing the consumer to return to a less structured facility.
- H. Follow all Title 9 regulations as well as ensuring that the MHRC license is current.
- I. Submit a monthly statistical report by the 3rd working day of each month that includes: consumer name, date of birth, Social Security number, Medi-Cal number, admission date and if applicable, date of discharge. This report is to be sent directly to: CHAS Fiscal Clerk, 850 E Foothill Blvd., Rialto, CA 92376
- J. Work cooperatively with County staff and any other County contractors to facilitate provision of services to consumers. Provide appropriate office space for County staff to interview consumers at the facility.
- K. Establish a Loss/Theft Policy that is to be approved in writing by the CHAS Clinic Supervisor or designee by August 1 of operative fiscal year. Contractor will be responsible for reimbursement of replacement of all items in the event of a loss/Theft of items registered on the facility property/clothing list. Any loss/theft shall be recorded in accordance with the Policy.

L. Coordination of Care

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

Ensure that each consumer 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 consumer. The consumer shall be provided information on how to contact their designated person or entity [42 C.F.R. § 438.208(b)(1)].

Coordinate the services Contractor furnishes to the consumer 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 consumer 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.]

M. Mental Health Service Activities:

**Mental Health Services:** 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 consumer's goals/desired, results/personal milestones. Assessment is a clinical analysis of the history and current status of the consumer's mental, emotional, or behavioral disorder. Relevant cultural factors and history may be included where appropriate. Assessment may include diagnosis and the use of testing procedures. The initial clinical assessment will be done within 48 hours of placement into the MHRC facility.

1. Evaluation is an appraisal of the consumer's community functioning in several areas including living situation, daily activities, social support systems and health status. Cultural issues may be addressed where appropriate.
2. Collateral is contact with one or more significant support persons in the life of the consumer that may include consultation and training to assist in better utilization of services and understanding of mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the consumer's condition and involving them in service planning and implementation of service plan(s).
3. Therapy is a service activity that may be delivered to a consumer or group of consumers and may include family therapy (when the consumer is present). Therapeutic interventions are to be consistent with the consumer's goals/desired results/personal milestones which focus primarily on symptom reduction as means to improve functional impairments. Therapy should be provided in a culturally relevant manner taking into consideration the consumer's or group's cultural practices and beliefs.
4. Rehabilitation is a service activity that may include any or all of the following:
  - a. Assistance in restoring or maintaining a consumer's or group of consumer's functional skills, daily living skills, social skills, grooming, and personal hygiene skills, meal preparation skills, medication compliance, and support resources. Areas of improvement must align with functional impairments which are directly related to the mental health diagnosis of the consumer.
  - b. Medication education done within scope of practice of the Provider.
5. Plan Development may include any or all of the following:
  - a. Development of coordination plans, treatment plans or service plans. Client Recovery Plan will be done within 72 hours of placement into the MHRC facility.
  - b. Monitoring of the individual's progress.
6. Medication Support Services include prescribing, administering, dispensing and monitoring of psychiatric medications necessary to alleviate the symptoms of mental illness which are provided by a staff person, within the scope of practice of his/her profession. 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 consumer or significant support persons).
7. Crisis Intervention is a quick emergency response service enabling the consumer to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible. A crisis is an unplanned event that results in the consumer's need for immediate service intervention. The response modality must allow for the resolution of the consumer's crisis. 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, Collateral and Therapy.

XLI. ATTACHMENT I ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS is hereby replaced with revised ATTACHMENT I dated March 6, 2019, which is attached hereto as ATTACHMENT I.

XLII. ATTACHMENT II DATA SECURITY REQUIREMENTS is hereby replaced with revised ATTACHMENT II dated March 6, 2019, which is attached hereto as ATTACHMENT II.

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

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


SAN BERNARDINO COUNTY



Curt Hagman, Chairman, Board of Supervisors

Dated: **MAR 29 2022**

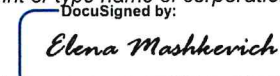
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

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

By  Deputy

Crestwood Behavioral Health, Inc.

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

DocuSigned by:  
By 

5404100527FB445  
(Authorized signature - sign in blue ink)

Name Elena Mashkevich

(Print or type name of person signing contract)

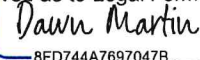
Title Executive Director of County Contracts  
(Print or Type)

Dated: 3/15/2022

Address 520 Capitol Mall, Suite 800  
Sacramento, CA 95814

FOR COUNTY USE ONLY

DocuSigned by:  
Approved as to Legal Form



8FD744A7697047B  
Dawn Martin, Deputy County Counsel

Date 3/15/2022

DocuSigned by:  
Reviewed for Contract Compliance



4AA1DEA956D0425  
Natalie Kessee, Contracts Manager

Date 3/15/2022

DocuSigned by:  
Reviewed/Approved by Department



7DF8077EFA674B2  
Georgina Yoshioka, Interim Director

Date 3/15/2022



**ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS****Contractor Crestwood Behavioral Health, Inc. 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.

Elena Mashkevich

Printed name of authorized official

*Elena Mashkevich*

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Signature of authorized official

3/15/2022

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.