



Contract Number

SAP Number
4400017305

Department of Behavioral Health

Department Contract Representative	Debbie Forthun
Telephone Number	909-388-0862
Contractor	Victor Community Support Services, Inc.
Contractor Representative	Paula Quijano or Ed Hackett
Telephone Number	909-522-4656 or 530-893-0758
Contract Term	July 1, 2021 thru March 31, 2026
Original Contract Amount	\$6,175,000
Amendment Amount	
Total Contract Amount	\$6,175,000
Cost Center	9206302200

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and Victor Community Support Services, Inc. (VCSS) referenced above, hereinafter called Contractor.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino (County) desires to designate a contractor of choice to provide Therapeutic Behavioral Services (TBS), as further described in the description of program services; and

WHEREAS, the County conducted a competitive process to find Victor Community Support Services, Inc. (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 Therapeutic Behavioral 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 the County of San Bernardino.
- 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. County Internship Initiative

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

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. 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.

H. 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 Therapeutic Behavioral Services - 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 Therapeutic Behavioral Services 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.
- 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 a thirty (30) day 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 the County of San Bernardino and shall adhere to all cultural competency standards and requirements. Contractor shall participate in the County's efforts to promote the delivery of services in a culturally competent and equitable manner to all enrollees, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. In addition, contract agencies will maintain a copy of the current DBH CCP.

1. Cultural and Linguistic Competency

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

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

Including procedures to determine competency level for multilingual/bilingual personnel.

- e. Contractor shall provide cultural competency training to personnel.

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

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

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

- i. Technical assistance to Contractor regarding cultural competency implementation.
 - a) Monitoring activities administered by DBH may require Contractor to demonstrate documented capacity to offer services in threshold languages or contracted interpretation and translation services.
 - b) procedures must be in place to determine multilingual and competency level(s).
- ii. Demographic information to Contractor on service area for service(s) planning.
- iii. Cultural competency training for DBH and Contractor personnel, when available.
- iv. Interpreter training for DBH and Contractor personnel, when available.

- v. Technical assistance for Contractor in translating mental health and substance use disorder treatment services information to DBH's threshold language (Spanish). Technical assistance will consist of final review and field testing of all translated materials as needed.
- vi. The Office of Equity and Inclusion (OEI) may be contacted for technical assistance and training offerings at cultural_competency@dbh.sbcounty.gov or by phone at (909) 386-8223.

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

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. 2-1-1 Registration

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

R. 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.

S. 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.

T. 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.

U. 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 March 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 is 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 maximum financial obligation under this contract shall not exceed \$6,175,000 for the contract term.
- J. The Schedules A and B will be submitted to, and approved by, the Director or designee at a later date.

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 make payment within a reasonable period. Payment, however, for any mode of service covered hereunder, shall be limited to a maximum monthly amount, which amount shall be determined as noted.
1. For each fiscal year period (FYs 21/22, FY22/23, FY23/24, FY24/25 and nine months of FY25/26), no single monthly payment for Outreach, Education, and Support services (Modes 45 and 60) shall exceed one-twelfth (1/12 annual or 1/9 for FY 25/26) of the maximum allocations for the mode of service unless there have been payments of less than one-twelfth (1/12 annual or 1/9 for FY 25/26) 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 annual or

1/9 for FY 25/26) 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., whichever is lower, 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/oqa> (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.

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
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 function 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, or in excess of the provisional reimbursement rate, 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 July 1, 2021 through March 31, 2026, inclusive.
- B. This Agreement may be terminated immediately by the Director at any time if:
 - 1. The appropriate office of the State of California indicates that this Agreement is not subject to reimbursement under law; or
 - 2. There are insufficient funds available to County; or
 - 3. There is evidence of fraud or misuse of funds by Contractor; or
 - 4. There is an immediate threat to the health and safety of Medi-Cal beneficiaries; or
 - 5. Contractor is found not to be in compliance with any or all of the terms of the herein incorporated Articles of this Agreement or any other material terms of the Contract, including the corrective action plan; or
 - 6. During the course of the administration of this Agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
- C. Either the Contractor or Director may terminate this Agreement at any time for any reason or no reason by serving thirty (30) days written notice upon the other party.
- D. This Agreement may be terminated at any time by the mutual written concurrence of both the Contractor and the Director.
- E. Contractor must immediately notify DBH when a facility operated by Contractor as part of this Agreement is sold or leased to another party. In the event a facility operated by Contractor as part of this Agreement is sold or leased to another party, the Director has the option to terminate this Agreement immediately.

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 County of San Bernardino 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
- 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 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) 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.

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.
- 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 <http://www.sam.gov/portal/public/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: <http://medi-cal.ca.gov/default.asp>.
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
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 the County of San Bernardino 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 Contactor's Board of Directors and compliance committee comprised of senior management who are charged with overseeing the Contractor's compliance program and compliance with the requirements of this account. The committee shall be accountable to the Contractor's Board of Directors.
- b. Policies and Procedures

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

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

compliance with the requirements under the Contract.

- ii. Contractor shall implement and maintain written policies for all DBH funded employees, and of any contractor or agent, that provide detailed information about the False Claims Act and other Federal and State laws, including information about rights of employees to be protected as whistleblowers.
- iii. Contractor shall maintain documentation, verification or acknowledgement that the Contractor's employees, subcontractors, interns, volunteers, and members of Board of Directors are aware of these Policies and Procedures and the Compliance Program.
- iv. Contractor shall have a Compliance Plan demonstrating the seven (7) elements of a Compliance Plan. Contractor has the option to develop its own or adopt DBH's Compliance Plan. Should Contractor develop its own Plan, Contractor shall submit the Plan prior to implementation for review and approval to:

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

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

c. Code of Conduct

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

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

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

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

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

d. Excluded/Ineligible Persons

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

e. Internal Monitoring and Auditing

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

- i. Contractor shall take reasonable precaution to ensure that the coding of health care claims and billing for same are prepared and submitted in an accurate and timely manner and are consistent with Federal, State and County laws and regulations as well as DBH's policies and/or agreements with third party payers. This includes compliance with Federal and State health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or its agents.
- ii. Contractor shall not submit false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind.
- iii. Contractor shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, Contractor shall use only correct billing codes that accurately describe the services provided.
- iv. Contractor shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified by the County, Contractor, outside auditors, etc.
- v. Contractor shall ensure all employees/service providers maintain current licensure/credential/registration/waiver status as required by the respective licensing Board, applicable governing State agency(ies) and Title 9 of the California Code of Regulations.
- vi. Should Contractor identify improper procedures, actions or circumstances, including fraud/waste/abuse and/or systemic issue(s), Contractor shall take prompt steps to correct said problem(s). Contractor shall report to DBH Office of Compliance and Fiscal Administration any overpayments discovered as a result of such problems no later than five (5) business days from the date of discovery, with the appropriate documentation, and a thorough explanation of the reason for the overpayment. Prompt mitigation, corrective action and reporting shall be in accordance with the DBH Overpayment Policy (COM0954), which has been provided or will be provided to Contractor at its request.

f. Response to Detected Offenses

Contractor shall respond to and correct detected health care program offenses relating to this Contract promptly. Contractor shall be

responsible for developing corrective action initiatives for offenses to mitigate the potential for recurrence.

g. Compliance Training

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

h. Enforcement of Standards

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

i. Communication

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

j. Subpoena

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

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

G. Sex Offender Requirements

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

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

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

2. Civil Rights Compliance

a. Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. Consistent with the requirements of applicable Federal or State law, the Contractor shall not engage in any unlawful discriminatory practices in the

admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical disabilities. The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified individuals with disabilities in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of the United States Department of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977. The Contractor shall include the nondiscrimination and compliance provisions of this Contract in all subcontracts to perform work under this Contract. Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to Title 9, CCR, Section 1820.205, Section 1830.205 or Section 1830.210, prior to providing covered services to a beneficiary.

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

D. Sexual Harassment

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

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

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

G. Policy Prohibiting Discrimination, Harassment, and Retaliation

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

The County prohibits discrimination, harassment, and/or retaliation on the basis Race, Religion, Color, National Origin, Ancestry, Disability, Sex/Gender, Gender Identity/Gender Expression/Sex Stereotype/Transgender, Sexual Orientation,

Age, Military and Veteran Status. These classes and/or categories are Covered Classes covered under this policy; more information is available at www.dfeh.ca.gov/employment.

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

2. Contractor shall comply with 45 C.F.R. § 160.316 to refrain from intimidation or retaliation. Contractors may not threaten, intimidate, coerce, harass, discriminate against, or take any other retaliatory action against any individual or other person for:
 - a) Filing of a complaint
 - b) Testifying, assisting, or participating in an investigation, compliance review, proceeding, or hearing
 - c) Opposing any unlawful act of practice, provided the individual or person has a good faith belief that the practice opposed is unlawful, and the manner of opposition is reasonable and does not involve a disclosure of protected health information.

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 the County of San Bernardino 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.

COUNTY OF SAN BERNARDINO

►

Curt Hagman, Chairman, Board of Supervisors

Dated: _____
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 the County of San Bernardino

By _____
Deputy

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

By _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

►
Dawn Martin, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►
Natalie Kessee, Administrative Manager

Date _____

Reviewed/Approved by Department

►
Veronica Kelley, Director

Date _____

**Therapeutic Behavioral Services (TBS)
SERVICE DESCRIPTION**

**Victor Community Support Services, Inc. (VCSS)
1360 East Lassen Avenue
Chico, CA 95973**

530-893-0758

July 1, 2021 – March 31, 2026

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

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

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 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

disability, and it addresses issues of stigma and prejudice that are related to this. This may involve interacting with the community group's or cultural group's way of viewing mental and emotional problems and differences.

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

- B. Here, the Contractor will join the existing child and family mental health services continuum of care providing Therapeutic Behavioral Services with Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) services for full scope Medi-Cal beneficiaries under age 21. TBS is a one-to-one mental health service available for children and youth including transitional age youth (TAY) up to 21 years of age (herein referred to as 'children/youth' or 'child/youth' or individual) with serious emotional challenges who are eligible for a full array of Medi-Cal benefits without restrictions or limitations (i.e., full-scope Medi-Cal). TBS in conjunction with a Specialty Mental Health Service can help children/youth and parents/caregivers, foster parents, group home staff, and school staff or others to learn new ways of reducing and managing challenging behaviors as well as strategies and skills to increase the kinds of behavior that will allow children/youth to be successful in their current environment and avoid more restrictive placements. Accordingly, TBS never exists alone, but is an adjunct specialized service to an existing EPSDT Specialized Mental Health Service.
- C. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities. Programs may be designed to use both licensed and non-licensed personnel who are experienced in providing mental health services.
- C. All outpatient contract agencies are required to provide services under Title 9, Chapter 11, Section 1810.249, which superseded the rehabilitation option and targeted case management guidelines of July 1, 1993, and more recent guidelines as may be incorporated or referenced herein by attachment. Minimum guidelines are detailed in Section III, "DESCRIPTION OF SPECIFIC SERVICES TO BE PROVIDED" of this Addendum.

II. PERSONS TO BE SERVED

The Contractor will serve a minimum number of children and adolescents and their families as referenced in the budget schedules during the term of the Contract in the areas and regions of San Bernardino County more commonly known as East Valley, High Desert and Mountain (see attached Exhibit I.) The Contractor shall screen clients

generated and referred by DBH outpatient contract agencies, acute inpatient psychiatric hospitals, agencies and local schools; in conjunction with the Department of Behavioral Health (DBH), shall develop admission policies and procedures regarding those persons who are eligible for services; and shall provide a discharge plan for all cases that aids in the maintenance of a stable level of functioning. (Cases will be discharged following completion of services, an acceptable level of stability and linkage with supportive resources.)

- A. The target population for Therapeutic Behavioral Health (TBS) comprises seriously emotionally disturbed children, adolescents, and Transitional Age Youth (TAY) who meet Early Periodic Screening, Diagnosis and Treatment (EPSDT) Medi-Cal criteria. The goal of the TBS is to help children/youth/TAY and their parents/caregivers, foster parents, residential care staff and school staff learn new ways of reducing and managing challenging/problematic behaviors (i.e., target behaviors), as well as strategies and skills to increase the kinds of behavior that will allow children/youth/TAY to be successful in their current environment and avoid more restrictive placements.

B. Provider Adequacy (If Applicable)

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

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

- C. DBH is emphasizing EPSDT mental health services to the unserved and underserved children and youth comprised of the following population groups:

1. Ethnic Priority Populations:
 - a. Latino-American 53%
 - b. Euro-American 19%

- c. African-American 18%
- d. Asian-American 3%
- e. Native-American 1%

(Current data indicates that African-American children and youth are over-represented in the foster care and juvenile justice system, and require greater attention in our service delivery system.)

- 2. Age Priority Populations: Additionally, two other priority populations are identified as unserved and underserved:

- a. Dually-diagnosed adolescents with mental health disorders and substance use disorders.
- b. Transitional Age Youth (16 to 21) with mental health disorders. (It is encouraged that up to 25% of TBS services will be provided to Transitional Aged Youth ages 16 to 21, and that the Contractor will conduct outreach in this category to meet this goal.)

- D. Therefore, priority target populations will include African-American and Latino-American children and youth who are dually-diagnosed and/or TAY, and should be prioritized according to the following:

- 1. Youth who are emotionally disturbed in the target population
- 2. Youth in STRTP's and foster homes referred for assessments by the regional DBH liaison to Children and Family Services
- 3. Youth referred by DBH outpatient clinics and the Community Crisis Response Team
- 4. All youth under age 21 eligible for EPSDT Medi-Cal services.

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

III. DESCRIPTION OF SPECIFIC SERVICES TO BE PROVIDED

This Contract is specifically for Therapeutic Behavioral Health Services with service definitions attached, Exhibit II.

A. Background

TBS is a State-mandated program in compliance with the US District Court Cases of Katie A. vs. Bontá, Emily Q. vs. Belshe, Emily Q. vs Bontá, et al. which mandated increased access of eligible children/youth to Wraparound and Therapeutic Foster Care (Katie A.) and TBS (Emily Q.). To bring the Emily Q. v Bonta case to a successful conclusion, the Federal Court in Los Angeles appointed a Special Master to ensure that the members of the certified Emily Q Class have increased access to and utilization of Therapeutic Behavioral Services (TBS). The Special Master's Settlement Team developed a "Nine-Point Plan" to increase access and

utilization to TBS. The Court issued an order approving the Nine-Point Plan on November 14, 2008; and State issued Information Notices 08-38, 09-10 (which can be located on the DHCS website), a TBS specific webpage and the creation of the TBS Accountability Communications and Training (TACT) committee. These Court-Ordered requirements have imposed changes to the overall delivery of services, number of eligible children/youth to be served and eligibility criteria (with a new emphasis on “at risk”) as summarized below.

Contractor agrees to adhere to all applicable provisions of:

1. State Information Notices, and;
2. County DBH Standard Practice Manual (SPM). Both the State Information Notices and DBH SPM are included as a part of this contract by reference.
3. If a dispute arises between the parties to this agreement concerning the interpretation of any State Information Notices or DBH SPM, the parties agree to meet with the Deputy Director and/or Quality Management staff to attempt to resolve the dispute. Notices shall take precedence in the event of conflict with the terms and conditions of this agreement.
4. In addition to the initial intention of TBS, the TBS Programs in San Bernardino County are an integral element to the provision of the Integrated Core Practice Model (ICPM) implemented in cooperation with Child and Family Services. The Integrated Core Practice Model (ICPM) outlines the basic elements of a program that is able to meet the needs of Katie A. Subclass members. TBS Programs, with some slight modifications from the original design, have been one means by which this population is served. These modifications still allow for non-dependents to be served through TBS.

While all children served shall receive intensive services which incorporate the ICPM, a specific group of children served shall also be identified as Full-Service Partners (FSPs). The Mental Health Services Act (MHSA) has allowed DBH to implement Full Service Partnerships since 2006, and portion of the funding for TBS Programs is as an FSP within the “Comprehensive Child and Family Support Services” (CCFSS) program contained in the departmental MHSA Plan. One element of these programs is the provision of EPSDT Specialty Mental Health Services. The Katie A. Settlement included the creation of new EPSDT services, which allow program staff to capture more of the activities needed to coordinate the care of children and youth.

B. Program Description (Program Specific)

TBS Program is to provide one-to-one mental health services available 24/7 to children/youth with serious emotional challenges who are under 21 and who are eligible for a full array of Medi-Cal benefits without restrictions or limitations (i.e., full-scope EPSDT Medi-Cal). TBS helps children/youth as well as their

parents/caregivers, foster parents, group home staff and school staff learn new ways of reducing and managing challenging/problematic behaviors (i.e., target behaviors). Also included are strategies and skills to increase the kinds of behavior that will allow children/youth to be successful in their current environment and reduce and/or eliminate the need for placement into high levels of out-of-home care or psychiatric hospitalization. The provision of TBS is to be monitored closely and the intensity of services should be responsive to changes in the individual's needs (e.g., scaled down as a transition out of TBS is facilitated and improvements have been made and increased in order to avoid more restrictive placements). Accordingly, TBS never exists alone, but is an adjunct, specialized service to an existing EPSDT Specialized Mental Health Service.

TBS is intended to be a time-limited program with treatment plans being reviewed collaboratively at least monthly and restricted to service periods of two (2) months or shorter in duration. Extensions past a total of six (6) months will reviewed by DBH Access Unit or designee in order to determine if authorization should be granted.

For children with an open child welfare case who meet Katie A. Subclass membership criteria, the TBS Program will provide Integrated Core Practice Model (ICPM) services and ensure care is well-coordinated. Effective coordination of care is particularly critical as the child transitions to another Integrated Core Practice Model Program when TBS services are terminated.

For children served for whom the Specialty Mental Health Provider (SMHP) is providing services from a community mental health clinic (e.g., DBH Regional Clinics), all services shall be provided within the context of a Full-Service Partnership (FSP) which is operationalized in accordance to the values, principles, basic tenets, and philosophies of the Integrated Core Practice Model.

1. **Program Requirements**

The minimum number of unduplicated clients to be served countywide for the entire five-year term is 2575, equaling 515 beneficiaries per year divided between four providers, of which this contractor is one and funding has been allocated to serve approximately 130 participants per fiscal year. It is expected that at least 15% of TBS are provided to TAY between 16 and 21 years of age; therefore, outreach to this population is essential to the success of the program.

a. **Implementation**

- i. TBS must be ready and functional no later than contract start date.
- ii. Direct coaching services, as indicated by either TBS or IHBS, should represent at least ninety-five percent (95%) of all services provided under this contract.

b. **Eligibility/Non-Eligibility**

- i. As a specialty EPSDT supplemental program, TBS are reimbursable for full-scope Medi-Cal beneficiaries up to age twenty-one (21) only. Eligibility for TBS is based on meeting medical necessity criteria and class certification criteria.
- ii. *Medical necessity* means the client must be diagnosed for any of the mental disorders listed in CCR, Title 9, Chapter 11, Section 1830.210; and there must be an impairment as a result of the mental disorder (or the probability of significant deterioration in an important area of life function, or the probability that the client will not progress developmentally as individually appropriate); an intervention that addresses the impairment (i.e., TBS); an expectation that the intervention would significantly diminish the impairment or prevent deterioration, or allow for individually appropriate developmental progress; and the identified condition would not be response to treatment by a physical healthcare-based provider.
- iii. *Class criteria* provides a description of specific circumstances that make children/youth eligible for TBS.

TBS Class Criteria: Emily Q. Class members are defined as “all current and future beneficiaries of the Medicaid program under the age of 21 in California who:

- 1) are placed in an STRTP or a locked treatment facility for the treatment of mental health needs, but
- 2) not presently detained at Juvenile Detention Centers, IMD’s or psychiatric hospitals (excluding Psychiatric Health Facility {PHF}); or, where the individual is “at risk” only of being detained at Juvenile Detention Centers, IMD’s or In-Patient Psychiatric Hospitals; or
- 3) are being considered for placement in these facilities as an option to meet the individual’s needs (not necessarily the only option and whether or not a facility is actually available); or
- 4) the individual has at least one emergency psychiatric hospitalization related to their current presenting disability within the preceding 24 months (not necessarily the only option and whether or not a facility is actually available) or is at risk of hospitalization.

c. TBS “Needs” Eligibility:

- i. Once the child/youth/TAY is identified as a TBS Class

member, then the County as the Mental Health Provider must determine that the child/youth/TAY meets the “needs” criteria below:

- 1) child/youth/TAY is receiving other specialty mental health services; and
- 2) in the clinical opinion of the mental health provider, it is highly unlikely that without the additional short-term support of TBS, the child/youth/TAY:
 - a) will need to be placed out-of-home, or into a higher level of residential care, including acute care (e.g., acute psychiatric hospital inpatient services, psychiatric health facility services, and crisis residential treatment services), as a result of the individual’s behaviors or symptoms which jeopardize continued placement, or
 - b) an individual needs this additional support to transition to a home or foster home or lower level of residential placement, or to stabilize the individual’s behavior or symptoms in a new environment/ placement.

d. The following are TBS Medi-Cal Reimbursement TBS criteria:

- i. Must be a full-scope Medi-Cal beneficiary under the age of 21,
- ii. Must meet MHP “medical necessity” criteria,
- iii. Must be currently receiving a Medi-Cal Specialty mental health service to be supported by TBS short-term interventions, and
- iv. Must be a member of the TBS certified class (above) or must have previously received TBS while a member of the certified class.
- v. Services must be authorized by DBH Access Unit or designee prior to start of services.

e. TBS is **NOT** provided for any of the following circumstances:

- i. for the convenience of the family or other caregivers, physician or teacher.
- ii. for supervision or to assure compliance with terms and condition of probation.
- iii. to ensure the child’s/youth’s/TAY’s physical safety or the safety of others (e.g. suicide watch).

- iv. to address conditions that are not a part of the child's/youth's/TAY's mental health condition.
- v. To children/youth/TAY who can sustain non-impulsive, self-directed behavior, handle themselves appropriately in social situations with peers, and who are able to appropriately handle transitions during the day.
- vi. To children/youth/TAY who will never be able to sustain non-impulsive, self-directed behavior and engage in appropriate community activities without full-time supervision; or when the beneficiary is an inpatient of a hospital, psychiatric health facility, nursing facility, Institutions for Mental Diseases (IMD), or crisis residential program.
- vii. If services are provided for any of the above, or if services were not authorized by the DBH Access Unit or designee prior to start of services, TBS services will not be reimbursable.

f. General

- i. Coordinate successfully with DBH program staff and other necessary County departments.
- ii. Remain informed about all California DHCS requirements and changes relating to TBS. It is not the responsibility of DBH to keep Contractors apprised of such information.
- iii. Provide TBS in conjunction with any appropriate mental health program (i.e., residential care, general mental health, school-based, etc.) and offer services to a variety of populations with ranging behavioral or emotional challenges that are placing them at risk for hospitalization and/or otherwise deeming them in need of TBS (e.g., anger outbursts, psychosis, property destruction, cutting, purging, and/or severe self-restriction of food intake). The proposing agency must illustrate the ability to provide TBS to the broad population within the community.
- iv. Assess the demographic make-up and population trends of the designated service area to identify cultural and linguistic needs of the target population. Such assessments are critical to designing and planning for the provision of appropriate and effective TBS.
- v. Engage in outreach to collaborate with appropriate agencies and organizations throughout the community in order to increase access and utilization of TBS. Specific emphasis should be placed on outreach to increase

access and utilization of TAY (ages 16-21) and culturally diverse populations.

- vi. Attend all meetings held by DBH Program staff regarding program updates, progress, and change.
- vii. Notify the DBH liaison of referrals and client eligibility. Accept and assess all referral outcomes for TBS from DBH's Children's Services program, ACCESS Unit, outpatient clinics, fee-for-service providers, contract providers, and other child servicing agencies.

3. Services

In order to maximize the number of children/youth provided TBS, it is expected that the majority of the youth served through these programs are being served by an SMHP in a different EPSDT Medi-Cal funded program not funded through this specific contract. However, there are a limited number of circumstances in which a child or youth is receiving appropriate mental health services, but due to funding sources these services do not qualify for the SMHP requirement of providing TBS. Programs may plan to provide case management services to children/youth in these circumstances in order to meet the SMHP requirements needed to serve these children/youth.

Additionally, for any child or youth being served by CFS, the TBS program is expected to comply with, and function through, the Integrated Core Practice Model (ICPM) as outlined in the Katie A. Settlement. ICPM is a comprehensive model for serving children/youth in need. The Integrated Core Practice Model Guide publication available through the DHCS defines the ICPM as "a set of practices and principles for children/youth served by both the child welfare and the mental health system 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 ICPM requires collaboration between child welfare and mental health staff, service providers, and community/tribal partners working with the children/youth and families." Additionally, since children meeting Subclass membership criteria may continue to need Intensive Care Coordination (ICC) after the course of a TBS treatment series, it is expected that the contractor shall continue to provided ICC until a successful transition to another ICPM program is accomplished.

Contractor is expected to incorporate the basic tenets and philosophies of the Wraparound process, as articulated in Addendum I, Section II (B); however, this will be done within the context of their existing contract for wraparound placement services with CFS. Additionally, the Contractor should demonstrate and support the values and principles of the ICPM as

follows:

- a. Children and youth are first and foremost protected from abuse and neglect, and maintained safely in their own homes.
- b. Services are needs driven, strength-based, and family-focused from the first conversation with or about the family.
- c. Services are individualized and tailored to the strengths and needs of each child and family.
- d. Services are delivered through a multi-agency collaborative approach that is grounded in a strong community base.
- e. Parent/Family voice, choice, and preference are assured throughout the process.
- f. Services incorporate a blend of formal and informal resources designed to assist families with successful transition that ensure long-term success.
- g. Services are culturally competent and respectful of the culture of children and their families.
- h. Services and supports are provided in the child and family's community.
- i. Children have permanency and stability in their living situation.

4. Specified Services:

- a. Assessment: A service activity designed to evaluate the current status of the individual'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 individual's clinical history; analysis of relevant cultural issues and history; diagnosis; and the use of testing procedures. **Assessment does not always occur face-to-face.**
- b. Evaluation/Plan Development: A service activity that consists of the development of client plans, approval of client plans, and/or monitoring and recording of the individual's progress. **Plan development is usually face-to-face, but may occur while the child/youth is not present.**
- c. Therapy: A service activity that may be delivered to an individual or group of individuals and may include family therapy (when the individual is present). Therapeutic interventions are consistent with the individual's goals, desired results, and personal milestones and focus primarily on symptom reduction as the means to improve functional impairments.
- d. Rehabilitation: A service activity that includes, but is not limited to,

assistance in improving, maintaining, or restoring the individual's or group of children's functional skills, daily living skills, social and leisure skills, and grooming and personal hygiene skills; obtaining support resources; and/or obtaining medication education.

- i. Assistance in restoring or maintaining an individual's functional skills, social skills, medication compliance, and support resources.
 - ii. Age-appropriate counseling of the individual and/or family, support systems and involved others.
 - iii. Training in leisure activities needed to achieve the individual's goals/desired results/personal milestones.
 - iv. Medication education for family, support systems and involved others.
- e. Crisis Intervention: A rapid emergency response service enabling the individual, his or her family, support system and/or involved others to cope with a crisis, while maintaining the individual's status as a functioning family and/or "immediate 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. Service activities include but are not limited to assessment, evaluation, collateral and therapy (all billed as crisis intervention). **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 (all billed as crisis intervention).
- f. Targeted Case Management (TCM), Linkages/Consultation: Specified services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The 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; placement services; and plan development. **Targeted Case Management may be either face-to-face or by telephone with the child/youth or significant support persons and may be provided anywhere in the community.**
- g. Intensive Care Coordination

Within the Integrated Core Practice Model (ICPM) there is a need for thorough collaboration between all Child and Family Team (CFT) members. Planning within the ICPM 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 and ensure successful and enduring change.

ICC is similar to the activities provided through Targeted Case Management. 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 ensures 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 ICPM.

Activities coded as ICC may include interventions such as:

- i. 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);
- ii. 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;
- iii. 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;
- iv. 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 Integrated Core Practice Model (CPM);

- v. 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: ICC was initially developed solely for use with children with an open child welfare case who meet the 'Subclass' Criteria of a class action lawsuit; however, ICC is a service available to all EPSDT Medi-Cal beneficiaries in need of this service.

Contractor must provide ICC for all children with an open child welfare case who meet the criteria for the 'Subclass' at least once every ninety (90) days, as this is the least frequent level of coordination needed for this population.

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 "Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS) & Therapeutic Foster Care (TFC) for Medi-Cal Beneficiaries, Third Edition, January 2018."

h. Intensive Home-Based Services

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:

- i. 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;
- ii. 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;
- iii. 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;
 - iv. Improvement of self-management of symptoms, including self-administration of medications as appropriate;
 - v. Education of the child/youth and/or their family or caregiver(s) about, and about to manage the child/youth's mental health disorder or symptoms;
 - vi. Support of the development, maintenance and use of social networks including the use of natural and community resources;
 - vii. Support to address behaviors that interfere with the achievement of a stable and permanent family life;
 - viii. Support to address behaviors that interfere with a child/youth's success in achieving educational objectives in an academic program in the community; and
 - ix. Support to address behaviors that interfere with transitional independent living objectives such as seeking and maintain housing and living independently.

NOTE: IHBS was initially developed solely for use with children with an open child welfare case who meet the 'Subclass' Criteria of a class action lawsuit; however, IHBS is a service available to all EPSDT Medi-Cal beneficiaries in need of this service.

- IHBS was developed to be provided within the context of the Integrated Core Practice Model and requires the provision of ICC to ensure a participatory CFT. IHBS may be provided to all EPSDT Medi-Cal Beneficiaries in need of this service; however, IHBS still requires the provision of ICC to ensure a participatory coordination of services.
- According to Information Notice No.: 19-026, IHBS may not be provided unless prior authorization from the Mental Health Plan is granted. To request authorization, providers will follow DBH's Prior Authorization for IHBS Procedure.
- DBH will notify the requesting provider in writing within 5 business days of a decision. DBH will also notify the client in writing of any decision to deny a service authorization or request, or to authorize a service in an amount, duration, or scope that is less than required. IHBS Services will be authorized for up to 125 hours for 6 months. Requests for more Authorization of services may be submitted

according to the DBH Prior Authorization for IHBS Procedure.

- IHBS is typically, but not only, provided by paraprofessionals under clinical supervision. IHBS can be provided in any setting, and is expected to be provided primarily in the home, school, or other community setting.
- Additional information on IHBS may be obtained from the DHCS publication “Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) Services for Medi-Cal Beneficiaries, Third Edition, January 2018.”

5. Direct Therapeutic Behavior Services

The following are direct TBS, representing four categories that can be billed under service function code (SFC) 58:

- a. TBS Assessment is a clinical analysis of the history and current status of the individual’s mental, emotional, or behavioral disorder. Relevant cultural issues and history should be included where appropriate. Assessment may include diagnosis. A TBS assessment also includes identifying the child/youth’s target behaviors and/or symptoms that jeopardize continuation of the current residential placement or may interfere in transition to a lower level of care. The assessment must be comprehensive enough to identify that the minor meets medical necessity, is a full-scope Medi-Cal beneficiary under 21 years of age and is a member of the “certified class”, and that there is a need for specialty mental health services in addition to TBS. This service is not always a direct face-to-face service.
- b. TBS Collateral is contact with one or more significant support person in the life of the beneficiary, which may include consultation and training to assist in better utilization of TBS services and understanding of mental illness, the behaviors and symptoms being targeted. TBS collateral services can be used in such cases when a TBS Coach or TBS Clinician contacts the therapist providing the mental health services, or beneficiaries’ significant support persons, (e.g. parent, teacher, group home staff, neighbor, siblings, etc.), as long as it directly relates to the TBS treatment plan. As a general rule, if the Contractor is providing services that are linked to target behaviors or TBS treatment plan and the beneficiary is not present, then the Contractor would be delivering “Collateral TBS”. An example of “Collateral TBS” would be when the Contractor is working with the parent/caregiver towards the goals of the minor’s TBS treatment

plan, or while conducting a TBS Treatment Team meeting. TBS collateral contacts must be with individuals identified as significant in the child/youth's life and be directly related to the needs, goals and interventions for the child/youth identified on the TBS Treatment Plan. This service can be delivered either face-to-face or by phone.

c. TBS Plan Development may include any or all of the following:

- Development and approval of treatment or service plans.
- Verification of service necessity.
- Monitoring of the individual's progress.

d. TBS Coaching - is a service that includes one-to-one (face-to-face) therapeutic contact between a mental health provider (TBS Coach) and a beneficiary for a specified short-term period of time, which is designed to maintain the child/youth's placement at the lowest appropriate level by resolving target behaviors and achieving short-term goals.

- TBS Coaching may not begin until the initial assessment is completed.
- The majority of TBS billing should fall under this category.
- When the child/youth is a resident in an STRTP or group home, TBS coaching shall also include interventions aimed at improving the interactions between the direct care staff and the youth.

IV. 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).

V. Facility Location

Contractor's facility(ies) where outpatient services are to be provided:

VICTOR COMMUNITY SUPPORT SERVICES

**600 N. ARROWHEAD AVE, SUITE 300
SAN BERNARDINO, CA 92401
909-422-4656**

**15400 CHOLAME RD
VICTORILLE, CA 92392
760-243-5417**

- 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 will 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 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, both in English and Spanish, for distribution in the community.
- H. If applicable, Contractor shall have hours of operation posted at the facility and visible to consumers/customers that match the hours listed in the Contract. Contractor is responsible for notifying DBH of any changes in hours or availability. Notice of change in hours must be provided in writing to the DBH Access Unit at fax number 909-890-0353, as well as the DBH program contact overseeing the Contract.

VI. Staff

All staff shall be employed, or contracted for, by the Contractor. The staff described will 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 clinical treatment staff providing services with DBH funding shall be licensed or waived by viable internship by the State.

- a. Provide an Agency Organizational Chart to DBH within 30 days of contract signing which includes staff name, title, email and phone number contact information.
- b. A staff roster must be kept current and must be provided to DBH Program Manager or designee (e.g., contract monitor). Vacancies or changes in staffing plan shall be submitted to the DBH Program Manager within 72 hours of Contractor's knowledge of such occurrence, in the form of an updated Organizational Chart. Such notice shall include a plan of action to address the vacancy or a justification for the staffing plan change.
- c. Staff must be comprised of personnel with the appropriate background, experience, licensure and certificates (under applicable statutes and regulations) required to deliver effective TBS. Staff providing TBS must have training in behavior analysis with an emphasis on positive behavioral interventions. The TBS staff person must be available at the designated site of service 24 hours/7 days a week to:
 - i. Provide structure and support.
 - ii. Assist the child/youth in engaging in appropriate activities.
 - iii. Interact with the child/youth in a trauma informed manner, if needed.
 - iv. Minimize impulsivity.
 - v. Increase social and community competencies by building or reinstating those daily living skills that will assist the child/youth to live successfully in the community.
 - vi. Serve as a positive role model and assist the minor in developing the ability to sustain self-directed appropriate behaviors, internalize a sense of social responsibility, and/or enable appropriate participation in community activities.
 - vii. Be available to participate in weekly/monthly treatment plan meetings and conference calls requiring input and feedback regarding the progress of the intervention and continued client needs.
 - viii. Maintain a clear audit trail between TBS services and the provision of other specialty mental health services.
 - ix. Provide TBS in a manner that decreases the need for TBS and does not foster dependency.

- x. Provide TBS to only one child/youth for specified hour and not provide TBS to another child/youth during that same time frame, as TBS is a one-to-one service.
- xi. Provide a plan to deal with a crisis during TBS services in collaboration with the client, significant others, and treatment team

d. TBS Staff

TBS staff team should include a minimum of the following positions, or equivalent to the following available 24 hours, 7 days per week, providing TBS as intensive one on one, face to face, short-term outpatient treatment intervention:

- i. Clinic Supervisor: Must be a licensed clinical professional, which may include a Psychologist (Ph.D.), Licensed Clinical Social Worker (LCSW), Licensed Professional Clinical Counselor (LPCC), or a Licensed Marriage and Family Therapist (LMFT). The Clinic Supervisor must have experience developing behavioral treatment plans for emotionally and behaviorally disturbed children/youth, and working with their family/caregivers. Responsibilities may include assessments, evaluations, collateral, and therapy activities which support the individual's residential placement or transition to the least restrictive level of community care. This individual will oversee the Initial Treatment Planning meeting to develop the TBS treatment plan and provide ongoing therapeutic supervision of services. The TBS Supervisor will complete the treatment plan with the assistance of the TBS coach. Both the clinician (TBS Supervisor) and the coach are involved in the monthly meetings. The TBS supervisor will meet weekly with TBS coach to provide supervision. The TBS supervisor cannot be the same as the Specialty Mental Health Provider (SMHP).
- ii. Physicians/Psychologists/Clinicians/Professional Staff:
Clinical supervision of the program shall be the responsibility of a licensed clinical professional: Psychologist (Ph.D.), Licensed Clinical Social Worker (LCSW) Licensed Professional Clinical Counselor (LPCC), or Licensed Marriage and Family Therapist (LMFT), who possesses experience developing behavioral treatment plans for, and working with, emotionally and behaviorally disturbed children/youth and their families/care providers. Mental Health Services may include a variety of

assessment, evaluation, collateral, and therapy activities which support the individual's residential placement or transition to the least restrictive level of community care and may also be provided by pre-licensed psychologist, clinical social worker and/or marriage and family therapist under the supervision of a licensed clinician.

- iii. TBS Coach: The TBS Coach must possess a Bachelor's degree in the behavioral sciences field; or 30 semester/45 quarter units of completed college coursework, half of which must be upper division, in behavioral science and at least two 2 years of experience working with youth-at-risk and/or dually-diagnosed children in residential community or school settings. Completion of certification in First Aid and CPR are expected within 3 months of starting employment. Knowledge in behavioral management techniques and implementation of behavioral treatment plans is desired. Staff providing TBS must have training in behavior analysis with an emphasis on positive behavioral interventions.
- iv. Volunteer(s): Contractor may, but is not required to, utilize volunteers. Volunteers are unpaid, unlicensed staff who provide informal supports. Volunteers must still comply with the County's HIPAA training before rendering any service. Volunteers are not allowed to participate in activities that will be billed as providing services.

NOTE: Expectation is contractors will utilize "non-professional" and "professional" staff in the provision of "formal" versus "informal" supports. Since the term "professional" denotes licensure or certification at a minimum, "formal" supports would be those that are required or recommended by the professional licensure or certification in the practice of their specialty. "Non-Professional" would refer more typically to "Parent/Family Partners/Advocates" or non-agency staff (e.g., friends, religious leaders) providing non-clinical supports to or on behalf of Families and their client children.

e. Additional Roles 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, and the local billing system. The expectation is that Contractor will have a sufficient number of 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 will be met and maintained for the duration of the contract.

The roles to be assigned to agency staff are:

- Objective Arts Super User (SME)
- CANS Super User (SME)
- MyAvatar Super User (SME)
- FTP User (2)
- AB 1299 Point of Contact
- Katie A. Liaison

f. Training and Licensing

- i. Selected Vendor(s) are expected to provide training for staff on an ongoing basis, including training on the issue of service to culturally diverse children and their families.
- ii. Ensure staff attends County provided training, including cultural competency training, to assure equal access and opportunity for services, and to improve service delivery practices.
- iii. DHCS mandates counties to develop and implement a Cultural Competency Plan for residents of San Bernardino County. Policies and procedures and all services must be culturally and linguistically appropriate. Vendor will be included in the implementation process and shall adhere to cultural competency standards and requirements.
- iv. Provide on-going training and in-service for staff regarding TBS and behavioral intervention techniques. The trainings must incorporate the current version(s) of support documents developed as tools to aid the implementation of TBS, these currently include: TBS Coordination of Care Best Practices and TBS Documentation Manual 2.0.
- v. Provide on-going training and in-service for staff regarding the ICPM. The trainings must incorporate the current version(s) of support documents developed as tools to aid the implementation of CPM.
- vi. Provide additional on-going training for staff on other salient issues. Address issues of service to culturally diverse children and their families. Topics of training should include, but not be limited to: serving culturally diverse children and families, behavioral techniques,

trauma informed care, incorporation of the CANS within treatment planning and delivery, and any additional topics appropriate for the specific population served.

- vii. A staff roster must be kept current and must be provided to DBH Program Manager or designee. Additionally, all copies of licenses and waivers will be provided to DBH Program Manager or designee on a regular basis.
- viii. Personnel will possess appropriate licenses and certificates, and be qualified in accordance with applicable statutes and regulations. The proposer will obtain, maintain and comply with all necessary government authorizations, permits and licenses required to conduct operations. In addition, the Proposer will comply with applicable Federal, State and local laws, rules, regulations and orders in its operations, including compliance with all applicable safety and health requirements concerning Proposer employees.

g. Staff Fluent in Other Languages

- i. A sufficient amount of staff must be bilingual (English/Spanish) in order to provide and/or translate direct and indirect services to the intended population. It is preferred that TBS Coaches are bilingual when the community/surrounding population and/or client/family require such capability.
- ii. Resources must be sought to continuously obtain the necessary linguistic and/or translation capabilities necessary to serve the applicable population. (See Article V, Contract Requirements, Paragraph A, Cultural Competency, (38).

h. Background Checks, Criminal Records Reviews, DOJ Clearances, any other required clearances, etc.

- Department of Justice fingerprint clearance

Vendor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of

prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.

- California Driver's license DMV printout
- Excluded Parties List Clearance.

Neither Vendor nor its employees or sub vendors shall be named on the EPLS, which includes information regarding entities debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. The EPLS can be accessed at <http://www.epls.gov/>. This information may include names, addresses, DUNS numbers, Social Security Numbers (SSNs), Employer Identification Numbers or other Taxpayer Identification Numbers, if available and deemed appropriate and permissible to publish by the agency taking the action. Please be aware that although United States General Service Administration operates this system, individual agencies are responsible for the timely reporting, maintenance, and accuracy of their data.

- System for Award Management (SAM) - Neither Vendor nor its employees or sub-vendors shall be named on the SAM, which includes information regarding entities debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. The SAM can be accessed at <http://www.sam.gov/portal/public/SAM>. This information may include names, addresses, DUNS numbers, Social Security Numbers (SSNs), Employer Identification Numbers or other Taxpayer Identification Numbers, if available and deemed appropriate and permissible to publish by the agency taking the action. Please be aware that although United States General Service Administration operates this system, individual agencies are responsible for the timely reporting, maintenance, and accuracy of their data.

VII. Administrative Requirements

- A. If applicable, Contractor shall have written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available

- B. Maintain adequate files and records and meet statistical reporting requirements.
- C. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
- D. Collect, analyze, and report on evaluation elements and their outcomes as defined by DBH.
- E. Perform testing/evaluation services in accordance with the frequency required by the testing instrument. This will minimally include the Child Adolescent Needs and Strengths (CANS), specifically San Bernardino (CANS – SB). Frequency of administration is required as follows: within 30 days of admission, every two (2) months, and within 30 days of discharge. In no case shall a period of more than two (2) months pass without completing a CANS – SB. The CANS – SB required at discharge is not needed if a two (2) month CANS – SB was done within the past 30 days and no significant change in the clients presenting issues has occurred.
- F. Provide the DBH Research and Evaluation Unit (R & E) with important outcome information throughout the term of any contract awarded. R & E will notify the Agency(s) when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining the information needed.
- G. Complete a monthly status report regarding TBS Caseloads for DBH review; due by the 5th of each month to the Program Manager or designee (e.g., TBS Coordinator).
- H. Participate in evaluating the progress of the overall program in regard to responding to the mental health needs of local communities (e.g., Audits, Annual Program Review, contract monitor site reviews, or a review of a special incident).
- I. Vacancies or changes in staffing plan shall be submitted to the appropriate DBH Program Manager within 48 hours of Contractor's knowledge of such occurrence. Such notice shall include a plan of action to address the vacancy or a justification for the staffing plan change.
- J. Contractor understands that compliance with all standards listed is required by the State and the County of San Bernardino. Failure to comply with any of the above requirements or Special Provisions below may result in reimbursement checks being withheld until Contractor is in full compliance.
- K. Contractor shall maintain ongoing compliance with Medi-Cal Utilization Review requirements and record keeping requirements. The Contractor will participate in on-going contract related Medi-Cal audits by the State. A copy of the plan of correction regarding deficiencies will be forwarded to DBH.
- L. Contractor shall maintain high standards of quality of care for the units of service which it has committed to provide.

- M. Contractor's staff shall hold regular case conferences to evaluate the effects of treatment and the need for continued treatment.
- N. Summary copies of internal peer review conducted must be forwarded to DBH.
- O. Contractor shall participate in DBH's annual evaluation of the program and shall make required changes in areas of deficiency.
- P. Contractor shall ensure that there are adequate budgeted funds to pay for all necessary treatment staff, supplies and tools.
- Q. Contractor shall maintain a separate and clear audit trail reflecting expenditure of funds under this Agreement.
- R. Contractor shall make available to the DBH Program Manager copies of all administrative policies and procedures utilized and developed for service location(s) and shall maintain ongoing communication with the Program Manager regarding those policies and procedures.
- S. If requested, the contractor must submit a report to the DBH Program Manager by the fifth of each month. As a minimum, the monthly report must include an overview of the total caseload, number of Medi-Cal cases and non-Medi-Cal cases. The report is to cover changes and status of staffing, program and services that impact service delivery under the Contract. A copy of staff or team and peer review meetings minutes will be forwarded to DBH.
- T. Contractor shall submit additional reports as required by DBH.
- U. Contractor's Director or designee must attend regional meetings as scheduled

VIII. DBH Responsibilities

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

IX. Program Considerations

- A. 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.]
- B. TBS are offered on a 24/7 basis as the client's needs dictate. However, generally, the main clinic office may be open 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. Vendor shall keep DBH informed of hours of operation.
1. The selected Vendor(s) will maintain facilities and equipment, and operate continuously with at least the number and classification of staff required for the provision of services.
 2. Selected Vendor(s) must have a location that is accessible by public transportation and approved by DBH.
- C. Contractor must pay a onetime-annual charge to support utilization of an outside database (Objective Arts) for the purpose of gathering outcome information. Refer to Article V – Contract Requirements, Section A, Paragraph 14 - Data Collection and Performance Outcome Requirements.
- D. Expectation is that programs will engage in outreach to appropriate agencies and organizations in order to increase the access and utilization of TBS. It is anticipated that vendor will target Transitional Aged Youth ages 16-21 as a specific service population.
- E. Referrals may be made directly to the Provider may be requested to submit monthly referral reports. The Vendor will accept and outcome assess all referrals for TBS services from DBH Children's Services, ACCESS Unit, outpatient clinics, fee-for-service providers, contract providers, and other child serving agencies
- F. Provide TBS at off-site facilities as needed, including STRTPs, client's home, foster home or other community settings.
- G. Utilize CANS in the processes related to assessment, treatment planning, teaming, and monitoring of services.
- H. Utilize an ISP for each beneficiary (see definition under Article IV, Program Requirements, Paragraph A, Definitions (21d)).
- I. Begin assessments within three (3) days if DBH provides an "URGENT" request for services.

- J. Maintain a system/protocol to address emergency situations with TBS Coaching and/or Collateral services 24 hours a day, seven days a week, to meet the needs of the child/youth/family.
- K. Maintain facility (ies) and equipment, and operate continuously with at least the number of classified staff required for the provision of services. In addition to standard Medi-Cal requirements, complete data entry requirements needed to meet any State DHCS requirements established within the applicable court settlement(s) or as instructed by DBH.
- L. Participate and cooperate with DBH bi-annual and/or annual site reviews; such reviews may require follow-up and action/correction plans.
- M. Services are billed per minute complying with EPSDT Medi-Cal standards.
- X. Evaluations, Process Measures, Data Reporting, CANS, Goals and Outcomes
 - A. Utilize a satisfaction survey to aid in the evaluation of the program. Surveys should be utilized to improve and address program deficiencies and promote quality of service.
 - B. 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.
 - C. Pediatric Symptom Checklist – 35: PSC-35 (parent/caregiver version) shall be requested/obtained from parent/guardians:
 - 1. For children and youth from three (3) years of age to eighteen (18) years of age receiving services,
 - 2. At the onset of services,
 - 3. Every six (6) months, and
 - 4. Upon discharge from services
 - D. Process Measures
 - 1. Ninety Percent (95%) of all San Bernardino Medi-Cal Beneficiaries will receive a mental health assessment within 30 days of placement.
 - 2. Average number of days between the client's first assesment and first treatment service, excluding the upper 5%, will be less than 7 days.
 - 3. Average number of EPSDT Specialty Mental Health Service Hours provided to a client who meets medi-cal necessity will be more than 4 hours per month.
 - 4. Average number of days between EPSDT services, excluding the upper 5%, will be less than 7 days.
 - 5. At least 95% of all billable services provided during a specific month will be included in the monthly billing which is submitted by the seventh (7th)

day of the following month.

6. Information for at least 95% of all clients who are either “opened” or “closed” for mental health services will be provided to DBH through the appropriate means within five (5) working days of the admission and discharge.

E. Data Reporting Elements/Due Dates/How to Submit and any Other Specifics

1. Primary data gathering is through billing systems, which will be completed by the 7th day of the month following the billing.
2. Exception is the "opening" and "closing" of client within the MyAvatar system. This will be done within 5 working days of admission and discharge from the facility.
3. Data shall be entered, either directly or through batch upload processes, into myAvatar/Objective Arts at least every two weeks.
4. Vendor shall enter all required data into the DCR within the timeframes prescribed for FSPs.
5. Additional data collection, assessment tools, or measures may be required to be utilized, and the data reported to DBH.
6. Vendor shall incorporate feedback on data reports that DBH provides into program practices.

F. Child, Adolescent Needs and Strengths Assessment: Comprehensive Multisystem Assessment – San Bernardino (CANS-SB) shall be completed:

1. Within thirty (30) days of admission,
2. Every two (2) months, and
3. Within thirty (30) days of discharge.
4. Clarifications:
 - a. A CANS-SB is not required at admission if the client did not meet 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 CANS-SB.
 - c. A CANS-SB is not required at discharge if a two (2) month (i.e., update) CANS-SB, was administered within the past thirty (30) days AND no significant change in client’s presentation has occurred.
 - d. The CANS-SB data shall be reviewed with the youth and caregiver prior to CFT Meetings and shall be presented in 95% of all ChRIS CFT Meetings. When the CANS-SB is not integrated into the CFT Meeting, a justification shall be indicated in the

accompanying CFT Meeting chart note.

G. Program Goals

1. Provide services appropriate to need based on functioning and cultural background.
2. Reduce the number of multiple out-of-home placements for foster care youth.
3. Provide effective services that are continually reviewed and revised as needed.
4. Reduce the subjective suffering from serious emotional disorders for children and youth.
5. Minimize the length of stay in an STRTP in order to achieve the established goal of children/youth residing in a family-based setting.

H. 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.
2. Key Outcomes related to reducing multiple out-of-home placements:
 - a. Decreased placement changes due to behavioral problems.
 - b. Decreased difficulties in home that could lead to removal (e.g., as operationalized by the CANS).
 - c. Increased residential stability (e.g., as operationalized by the CANS/ANSA/number of days spent in single location, such as the following DCR categories by age group:
 - Children: General Living Arrangement or Residential Program.
 - TAY: General Living Arrangement, Supervised Placement, or Residential Program.
3. Key Outcomes related to service effectiveness:
 1. Improved functioning.
 2. Reduction in symptom distress.
 3. Improvement in work or school performance.
 4. Treatment
 5. Involvement
 6. Progress to Goals
 7. Discharge Preparation
 8. Off-Site Behavior
 9. Home Visits
 10. Caregiver Participation

11. Caregiver Interaction
12. Youth moving to a family-based home setting
4. Key Outcomes related to reducing subjective suffering:
 1. Increased resiliency.
 2. Decreased impairment in general areas of life functioning (e.g., health/self-care/housing, occupation/education, legal, managing money, interpersonal/social).

XI. SPECIAL PROVISIONS

- A. A review of productivity of Contractor shall be conducted after the end of each quarter of each fiscal year.
- B. Contractor and DBH will work jointly to monitor outcome measures.
- C. Satisfaction Surveys will be provided to beneficiaries and parent/caregivers upon completion/termination of services.
- D. Contractor and DBH will participate in evaluating the progress of the overall program in regard to responding to the mental health needs of local communities (i.e. Annual Program Review, quarterly site reviews, audits, etc.).
- E. 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.

ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS**Contractor Victor Community Support Services, 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 an exclusion or suspension under Federal or State funded health care programs, or
 - b. Any suspension or exclusionary action taken by an agency of the Federal or State government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which Federal or State funded health care program payment may be made.

Printed name of authorized official

Signature of authorized official

Date

DATA SECURITY REQUIREMENTS

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

A. Personnel Controls

1. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of DBH, or access or disclose DBH Protected Health Information (PHI) or Personal Information (PI) must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.
2. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
3. Confidentiality Statement. All persons that will be working with DBH PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The Statement must be signed by the workforce member prior to accessing DBH PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DBH inspection for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.
4. Background Check. Before a member of the workforce may access DBH PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

B. Technical Security Controls

1. Workstation/Laptop Encryption. All workstations and laptops that store DBH PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved in writing by DBH's Office of Information Technology.
2. Server Security. Servers containing unencrypted DBH PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
3. Minimum Necessary. Only the minimum necessary amount of DBH PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
4. Removable Media Devices. All electronic files that contain DBH PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes, etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
5. Antivirus / Malware Software. All workstations, laptops and other systems that process and/or store DBH PHI or PI must install and actively use comprehensive anti-virus software / Antimalware software solution with automatic updates scheduled at least daily.

6. Patch Management. All workstations, laptops and other systems that process and/or store DBH PHI or PI must have all critical security patches applied with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Application and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
7. User IDs and Password Controls. All users must be issued a unique user name for accessing DBH PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every ninety (90) days, preferably every sixty (60) days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Non-alphanumeric characters (special characters)
8. Data Destruction. When no longer needed, all DBH PHI or PI must be wiped using the Gutmann or U.S. Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of DBH's Office of Information Technology.
9. System Timeout. The system providing access to DBH PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
10. Warning Banners. All systems providing access to DBH PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
11. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DBH PHI or PI, or which alters DBH PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DBH PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.
12. Access Controls. The system providing access to DBH PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
13. Transmission Encryption. All data transmissions of DBH PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing DBH PHI can be encrypted. This requirement pertains to any type of DBH PHI or PI in motion such as website access, file transfer, and E-Mail.
14. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting DBH PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

C. Audit Controls

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

D. Business Continuity/Disaster Recovery Controls

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

E. Paper Document Controls

1. Supervision of Data. DBH PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DBH PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
2. Escorting Visitors. Visitors to areas where DBH PHI or PI is contained shall be escorted and DBH PHI or PI shall be kept out of sight while visitors are in the area.
3. Confidential Destruction. DBH PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
4. Removal of Data. Only the minimum necessary DBH PHI or PI may be removed from the premises of Contractor except with express written permission of DBH. DBH PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of Contractor's locations.
5. Faxing. Faxes containing DBH PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
6. Mailing. Mailings containing DBH PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible.

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

EXHIBIT I – Regional Zip Codes

REGION	Zip Code	CITY		REGION	Zip Code	CITY
Central Valley	92313	Grand Terrace		East Valley	92317	Blue Jay
Central Valley	92316	Bloomington		East Valley	92318	Bryn Mawr
Central Valley	92324	Colton		East Valley	92321	Cedar Glen
Central Valley	92331	Fontana		East Valley	92322	Cedarpines Park
Central Valley	92334	Fontana		East Valley	92325	Crestline
Central Valley	92335	Fontana		East Valley	92326	Crest Park
Central Valley	92336	Fontana		East Valley	92339	Forest Falls
Central Valley	92337	Fontana		East Valley	92341	Green Valley Lake
Central Valley	92376	Rialto		East Valley	92346	Highland
Central Valley	92377	Rialto		East Valley	92350	Loma Linda
Desert/Mountain	92242	Earp		East Valley	92352	Lake Arrowhead
Desert/Mountain	92252	Joshua Tree		East Valley	92354	Loma Linda
Desert/Mountain	92256	Morongo Valley		East Valley	92357	Loma Linda
Desert/Mountain	92267	Parker Dam		East Valley	92358	Lytle Creek
Desert/Mountain	92268	Pioneertown		East Valley	92359	Mentone
Desert/Mountain	92277	Twentynine Palms		East Valley	92369	Patton
Desert/Mountain	92278	Twentynine Palms		East Valley	92373	Redlands
Desert/Mountain	92280	Vidal		East Valley	92374	Redlands
Desert/Mountain	92284	Yucca Valley		East Valley	92375	Redlands
Desert/Mountain	92285	Landers/Yucca Valley		East Valley	92378	Rimforest
Desert/Mountain	92286	Yucca Valley		East Valley	92382	Running Springs
Desert/Mountain	92301	Adelanto		East Valley	92391	Twin Peaks
Desert/Mountain	92304	Amboy		East Valley	92399	Yucaipa
Desert/Mountain	92305	Angelus Oaks		East Valley	92401	San Bernardino
Desert/Mountain	92307	Helendale		East Valley	92402	San Bernardino
Desert/Mountain	92308	Apple Valley		East Valley	92403	San Bernardino
Desert/Mountain	92309	Baker		East Valley	92404	San Bernardino
Desert/Mountain	92310	Fort Irwin/Barstow		East Valley	92405	San Bernardino
Desert/Mountain	92311	Barstow		East Valley	92406	San Bernardino
Desert/Mountain	92312	Barstow		East Valley	92407	San Bernardino
Desert/Mountain	92314	Big Bear City		East Valley	92408	San Bernardino

EXHIBIT I – Regional Zip Codes

Desert/Mountain	92315	Big Bear Lake		East Valley	92410	San Bernardino
Desert/Mountain	92323	Cima		East Valley	92411	San Bernardino
Desert/Mountain	92327	Daggett		East Valley	92412	San Bernardino
Desert/Mountain	92329	Phelan		East Valley	92413	San Bernardino
Desert/Mountain	92332	Essex		East Valley	92414	San Bernardino
Desert/Mountain	92333	Fawnskin		East Valley	92415	San Bernardino
Desert/Mountain	92338	Ludlow		East Valley	92418	San Bernardino
Desert/Mountain	92340	Hesperia		East Valley	92420	San Bernardino
Desert/Mountain	92342	Helendale		East Valley	92423	San Bernardino
Desert/Mountain	92344	Hesperia		East Valley	92424	San Bernardino
Desert/Mountain	92345	Hesperia		East Valley	92427	San Bernardino
Desert/Mountain	92347	Hinkley		West Valley	91701	Rancho Cucamonga
Desert/Mountain	92351	Baker		West Valley	91708	Chino
Desert/Mountain	92356	Lucerne Valley		West Valley	91709	Chino Hills
Desert/Mountain	92363	Needles		West Valley	91710	Chino
Desert/Mountain	92364	Nipton		West Valley	91729	Rancho Cucamonga
Desert/Mountain	92365	Newberry Springs		West Valley	91730	Rancho Cucamonga
Desert/Mountain	92366	Mountain Pass		West Valley	91737	Rancho Cucamonga
Desert/Mountain	92368	Oro Grande		West Valley	91739	Rancho Cucamonga
Desert/Mountain	92371	Phelan		West Valley	91743	Guasti
Desert/Mountain	92372	Pinon Hills		West Valley	91758	Ontario
Desert/Mountain	92385	Skyforest		West Valley	91759	Mt Baldy
Desert/Mountain	92386	Sugarloaf		West Valley	91761	Ontario
Desert/Mountain	92392	Victorville		West Valley	91762	Ontario
Desert/Mountain	92393	Victorville		West Valley	91763	Montclair
Desert/Mountain	92394	Victorville		West Valley	91764	Ontario
Desert/Mountain	92395	Victorville		West Valley	91784	Upland
Desert/Mountain	92397	Wrightwood		West Valley	91785	Upland
Desert/Mountain	92398	Yermo		West Valley	91786	Upland
Desert/Mountain	93562	Trona		West Valley	91798	Ontario
Desert/Mountain	93592	Trona				

EXHIBIT II – Definitions

Therapeutic Behavioral Health Contract Definitions

1. The terms Proposer, Contractor, Provider, or Vendor/Applicant are used interchangeably throughout this document referring to the entity submitting a response and may subsequently become a Contractor.
2. The terms beneficiary, client, consumer, customer, participant, or patient are used interchangeably throughout this document and refers to the individual(s) receiving services.
3. 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.
4. ACES - Adverse Childhood Experiences (ACES) are difficult experiences that happen to us as children and may be traumatic. Childhood trauma can impact our health later in life. An ACEs score can be determined by adding together how many traumas a person has experienced before their 18th birthday. The higher the ACEs score, the more likely you are to develop health impairments as an adult. Early intervention is key in reducing the harmful impact of ACEs and promoting resilience.
5. Best Practice Principles – are as the underlying principles inherent in a "family centered model" that includes:
 - a. The provision of community-based services and supports.
 - b. Focusing on the family setting by partnering with families.
 - c. A dyadic approach to treatment with the parent and child.
 - d. Consumer-driven services that ensure access, voice, and choice for parents and children in the design, delivery, and evaluation of services.
 - e. Drawing attention to family and child strengths in developing individualized Child and Family Service Plans.
 - f. Providing individualized services and support to the unique needs of each child and family.
 - g. Flexibility in location, time, planning, service response, and funding.
 - h. Establishing community-wide collaboration in service design and system evolution, including parents, mental health, juvenile justice, education, social welfare, and cultural stakeholders in the community.
 - i. Measurable accountability and outcome-driven individualized service plans.
 - j. The provision of culturally relevant/competent services by tailoring responses to family culture, values, norms, strengths, and preferences. Here, the Contractor will provide DBH with fiscal year reports (Frequency and form to be provided by DBH on "Consumer Focus Groups" to improve accessibility to specialty mental health services by identifying and removing barriers to treatment.).
6. Centralized Children's Intensive Case Management Services (CCICMS) – is the DBH unit that provides contract support and assistance to specialty children's programs and contractors.
7. Child, Adolescent, Needs and Strengths: Comprehensive Multisystem Assessment – San Bernardino (CANS-SB) – is a tool, developed in collaboration with John Lyons, Ph.D. and based upon CANS- Comprehensive Multisystem Assessment, which allows for communication and assessment of a child's functioning in a broad array of categories.

EXHIBIT II – Definitions

8. Children and Family Services (CFS) – is the County department that provides family-centered programs and services designed to ensure safe, permanent, nurturing families for San Bernardino County's children while strengthening and attempting to preserve the family unit. CFS assists in preventing further harm to, and protecting children from, intentional physical or mental injury, sexual abuse, exploitation, or neglect by a person responsible for a child's health or welfare. CFS provides support for families and strives towards goals of reducing risks to children, improving parenting skills, and strengthening social support networks for families.
9. Child and Family Team – is a group that forms to meet the needs of an eligible child through whatever means possible. In order to ensure family voice, choice, and ownership of the Individualized Service Plan, every effort shall be made to ensure family members and family representatives constitute a minimum of fifty percent of the Child and Family Team. The team is comprised of the child welfare worker, the youth and family, services providers and any other members as necessary and appropriate. No single individual, agency, or service provider works independently but rather as part of the team for decision-making. For additional information, refer to the DHCS manual, Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) and Therapeutic Foster Care (TFC) for Katie A. Subclass Members (<http://www.dhcs.ca.gov>).
10. Child and Family Team Meeting (CFTM) – is the formal meeting of the CFT.
11. Children and Youth Collaborative Services (CYCS) – is the primary centralized children's administration for DBH programs through which the Department of Behavioral Health collaborates with other County agencies and community-based providers to meet the mental health needs of children. CYCS is comprised of four (4) distinct coordinating service branches: CCICMS (Centralized Children's Intensive Case Management Services), Juvenile Court Behavioral Health Services (JCBHS), the Healthy Homes Program, and the mental health staffing at the Children's Assessment Center (CAC).
12. Child-centered – is a value of the Model of Care that demands all decisions are made in the best interest of the child.
13. Community-Based – is the concept of children and families receiving formal services, whenever possible, in the community where they live. This will enable them to live, learn, and grow safely, competently, and productively in their families, neighborhoods, and natural environment.
14. Continuum of Care Reform (CCR) – is the legislative modifications to the services available to Dependents under the authority of Child Welfare which includes modifications to authorization of guardians (i.e., Resource Family Authorization), expansion of required core services from Foster Family Agencies (FFAs), and transition from a Rate Classification Level (RCL) Group Home facilities to Short- Term Residential Therapeutic Programs (STRTPs).
15. Cost Effectiveness – is achieving the desired goal with the minimum of expenditure.
16. Cultural Relevance (Cultural Competency) – is the acceptance and understanding of cultural mores, history, language, race, ethnicity and culture and their possible influence on the client's issues and/or behavior, that is, using the understanding of the differences between the prevailing social culture and that of the client's family to aid in developing individualized supports and services. This includes the ability to work competently and in an affirming manner with the Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ) population.
17. Department of Behavioral Health (DBH) – The San Bernardino County Department of Behavioral Health, under state law, provides mental health and substance use disorder treatment services to County

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residents. In order to maintain a continuum of care, DBH operates or contracts for the provision of prevention and early intervention services, 24-hour care, day treatment outpatient services, case management, and crisis and referral services. Community services are provided in all major County metropolitan areas and are readily accessible to County residents.

18. Department of Health Care Services (DHCS) – The California Department of Health Care Services provides oversight of statewide public mental health services through the Mental Health Services Division. Its responsibilities include providing leadership for local county mental health departments; evaluation and monitoring of public mental health programs; administration of federal funds for mental health programs and services; care and treatment of people with mental illness; and oversight of Mental Health Services Act service implementation.
19. Dependents – is a general term to refer to children who have an open child welfare case. This population was historically, but less accurately, referred to as foster children.
20. Early and Periodic Screening, Diagnosis, and Treatment Program (EPSDT) Medi-Cal – is a federally-mandated Medicaid option that requires states to provide screening, diagnostic and treatment services to persons under age 21 who have unrestricted Medi-Cal and also meet necessary medical criteria by having a qualifying mental health diagnosis and functional impairment that is not responsive to treatment by a healthcare-based provider. In addition, services are generally acceptable for the purpose of correcting or ameliorating the mental disorder. For the purposes of this proposal, EPSDT Medi-Cal Rehabilitative Mental Health Services activities may include Assessment, Collateral, Crisis Intervention, Evaluation, Plan Development, Rehabilitation and Therapy.
 - a. Assessment - a service activity designed to evaluate the current status of an individual'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 individual's clinical history; analysis of relevant cultural issues and history; diagnosis; and the use of testing procedures.
 - b. Collateral – is defined as a service activity to a *Significant Support Person* in a child's life for the purpose of meeting the needs of the child in terms of achieving the goals of the child's/youth's client plan. Collateral may include, but is not limited to, consultation and training of the significant support person(s) to assist in better utilization of TBS services by the child, consultation and training of the significant support person(s) to assist in better understanding of the child's/youth's serious emotional disturbance. The child/youth may or may not be present for this service activity.
 - c. 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, collateral and therapy (all billed as crisis intervention).
 - d. Individualized Service Plan (ISP) - a flexible, creative approach to plan of care/treatment for clients based on assessment of needs, resources, and family strengths with the ultimate goal of promoting the self-sufficiency of the family in dealing with their unique challenges. The plan reflects the best possible fit with the culture, values and beliefs of the client and family/caregiver(s) and referring agency's safety concerns, while meeting all Medi-Cal documentation requirements

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- e. Intensive Care Coordination (ICC) – targeted case management services designed to capture the time spent working with children being served by multiple agencies. This includes assessment of strengths and needs, care planning, and coordination of services, including urgent services, for children and youth who are EPSDT Medi-Cal beneficiaries. ICC must be provided to children and youth who meet Katie A. Subclass criteria. Refer to the DHCS manual, Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) for Medi-Cal Beneficiaries (for additional information): https://www.dhcs.ca.gov/services/MH/Pages/Manuals_And_Guides.aspx
- f. Intensive Home-Based Services (IHBS) – includes intensive, individualized, strength-based, and needs-driven intervention activities that support the engagement and participation of the child/youth and significant others and help the child/youth develop skills and achieve the goals and objectives of the plan. IHBS (EPSDT Medi-Cal) may be provided to children and youth who are EPSDT Medi-Cal beneficiaries. IHBS (EPSDT Medi-Cal) must be authorized within a CFT. Refer to the DHCS manual, Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS) & Therapeutic Foster Care (TFC) for Medi-Cal Beneficiaries (for additional information): https://www.dhcs.ca.gov/services/MH/Pages/Manuals_And_Guides.aspx
- g. Plan Development – a service activity that consists of development of client plans, approval of client plans, and/or monitoring and recording of a child's/youth's progress.
- h. Rehabilitation – a service activity that includes, but is not limited to, assistance in improving, maintaining, or restoring a child's/youth's or group of children's/youth's functional skills, daily living skills, social and leisure skills, and grooming and personal hygiene skills; obtaining support resources; and/or obtaining medication education.
 - i. Assistance in restoring or maintaining an individual's functional skills, social skills, medication compliance, and support resources.
 - ii. Age-appropriate counseling of the individual and/or family, support systems and involved others.
 - iii. Training in leisure activities needed to achieve the individual's goals/desired results/personal milestones.
 - iv. Medication education for family, support systems and involved others.
- i. Specialty Mental Health Provider (SMHP) - mental health services provider engaged in the provision of ongoing mental health services with the beneficiary. The qualifying criterion is determined by whether or not the SMHP is providing services billed to Medi-Cal (e.g., individual therapy, case management, and/or medication support services).
- j. Target/"at risk" Behavior(s) - display of behaviors that place a child/youth/TAY at risk of being hospitalized in an acute psychiatric inpatient hospital or psychiatric health facility for acute care as a result of such behaviors that may benefit from TBS interventions.
- k. Targeted Case Management (TCM) – services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The 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; placement services; and plan development. TCM may be either face-to-face or by telephone with the child/youth or significant support persons and may be

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provided anywhere in the community. Placement Services will not be included as a service with this program.

- I. Therapeutic Behavioral Services (TBS) – is a one-to-one mental health service available for children and youth including TAY up to 21 years of age (herein referred to as ‘children/youth’) with serious emotional challenges who are eligible for a full array of Medi-Cal benefits without restrictions or limitations (i.e., full-scope Medi-Cal). TBS in conjunction with a Specialty Mental Health Service can help children/youth and parents/caregivers, foster parents, group home staff, and school staff or others to learn new ways of reducing and managing challenging behaviors as well as strategies and skills to increase the kinds of behavior that will allow children/youth to be successful in their current environment and avoid more restrictive placements. Accordingly, TBS never exists alone, but is an adjunct specialized service to an existing EPSDT Specialized Mental Health Service
 - m. Therapy – a service activity that may be delivered to an individual or group of individuals and may include family therapy (when the individual is present). Therapeutic interventions are consistent with the individual's goals, desired results, and personal milestones and focus primarily on symptom reduction as the means to improve functional impairments.
21. Emily Q. - as a result of a Judgment and Permanent Injunction in a court case entitled Emily Q. v. Bontá (C. D. Cal. 2001, CV 98-4181 AHM), the Department of Mental Health and Mental Health Plans must provide TBS services as a EPSDT Medi-Cal reimbursable supplemental specialty mental health service. The State of California DMH (now under DHCS) was ordered to take specific steps to increase access and utilization of TBS. Children/youth who appear to qualify for services must be accessed.
22. Family-Centered – is defined as the needs of children are addressed in the context of their families. Parents or other persons who are the primary or natural caregivers for the children participate in all aspects of the development and implementation of the plan of support and services, to the degree they are able, and to the extent permitted by any outstanding orders of the court.
23. Full-Time Equivalent (FTE) – is defined as the percentage of time a staff member works represented as a decimal. A full-time person is 1.00, a half-time person is 0.50 and a quarter-time person is 0.25.
24. ICC Coordinator - An identified coordinator that ensures 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 Integrated Core Practice Model (ICPM). Refer to the DHCS manual, Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) for Medi-Cal Beneficiaries (https://www.dhcs.ca.gov/services/MH/Pages/Manuals_And_Guides.aspx) for additional information. NOTE: The Facilitator may fulfill this role in conjunction with the facilitator role.
25. Inland Regional Center (IRC) – is an agency, contracted through the California Department of Developmental Services, which provides services to qualifying children and adults diagnosed with autism, an intellectual disability, and/or cerebral palsy.
26. Integrated Core Practice Model – is defined as a set of concepts, values, principles, and standards of practice that outline an integrated approach to working with children/youth and families involved with child welfare who have or may have mental health needs. ICPM is further defined in the DHCS manual, California Integrated Core Practice Model Guide (https://dhcs.ca.gov/services/MH/Pages/Manuals_And_Guides.aspx). The Values and Principles of ICPM are:

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- Children are first and foremost protected from abuse and neglect, and maintained safely in their own home.
- Services are needs driven, strength-based, and family focused from the first conversation with or about the family.
- Services are individualized and tailored to the strengths and needs of each child and family.
- Services are delivered through a multi-agency collaborative approach that is grounded in a strong community base.
- Parent/Family voice, choice, and preference are assured throughout the process.
- Services incorporate a blend of formal and informal resources designed to assist families with successful transitions that ensure long-term success.
- Services are culturally competent and respectful of the culture of children and their families.
- Services and supports are provided in the child and family's community.
- Children have permanency and stability in their living situation.

27. Katie A. et al. v. Bonta et al. - refers to a class action lawsuit filed in Federal District Court in 2002 concerning the availability of intensive mental health services to children/youth in California who are either in foster care or at imminent risk of coming into care. A settlement agreement was reached in the case in December 2011, which is implemented through the Core Practice Model, now known as the Integrated Core Practice Model.

28. Medical Necessity – The client must meet criteria outlined in 1, 2, and 3 below to be eligible for services:

- a. Be diagnosed by the Mental Health Provider (MHP) with at least one qualified diagnoses in the most current Diagnostic and Statistical Manual, Latest Edition, published by the American Psychiatric Association. Qualified diagnoses will be identified by DHCS and have a corresponding diagnostic code in the International Classification of Diseases, Tenth Revision, Clinical Modification (ICD-10-CM). Please see Information Notice No. 16-051 from DHCS for details on qualifying diagnoses.
- b. Must have at least one of the following impairments as a result of the mental disorder(s) listed in subdivision 1 above:
 - i. A significant impairment in an important area of life functioning.
 - ii. A probability of significant deterioration in an important area of life functioning.
 - iii. Except as provided in Title 9, California Code of Regulations (CCR), Section 1830.210, a probability a child will not progress developmentally as individually appropriate. For the purpose of this section, a child is a person under the age of 21 years.
- c. Must meet each of the intervention criteria listed below:
 - i. The focus of the proposed intervention is to address the condition identified in b above.
 - ii. The expectation is that the proposed intervention will:
 - 1) Significantly diminish the impairment, or
 - 2) Prevent significant deterioration in an important area of life functioning, or
 - 3) Except as provided in Title 9, CCR, Section 1830.210, allow the child to progress developmentally as individually appropriate.
 - iii. The condition would not be responsive to physical health care based treatment.

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When the requirements of this section are met, clients shall receive specialty mental health services for an included diagnosis, even if a diagnosis that is not included is also present.

29. Multidisciplinary Team (MDT) – An MDT brings representatives from County agencies together to work collaboratively.
 - a. Members of an MDT are united by the realization that child/youth and family issues have complex causes and a serious impact on society.
 - b. Each member has a designated role and continues to do his or her traditional job, but with the additional insight and assistance provided by others on the team.
 - c. Formal written agreements, protocols, and/or guidelines signed by authorized representatives of all team components allow for routine sharing of information among team members.
30. Needs Driven Services – is defined as a treatment determined through the formal assessment of child/youth and family needs. Family expression of needs is a valuable component in this process.
31. Parent Partners/Advocates: are key individuals who work with children and families within the public child welfare, juvenile probation or mental health systems. Parent Partners/Advocates are past consumers or caregivers of past consumers and can convey information on how systems and programs can instill the family-centered and family-driven philosophy and principles necessary to engage children, youth and families
32. Pediatric Symptoms Checklist - 35 – The PSC-35 is a psychosocial screening tool designed to facilitate the recognition of cognitive, emotional, and behavioral problems so appropriate interventions can be initiated as early as possible. Parents/caregivers will complete PSC-35 (parent/caregiver version) for children and youth from three (3) years of age to eighteen (18) years of age.
33. Presumptive Transfer of Medi-Cal (AB 1299) – is defined as an Assembly Bill included in Welfare & Institutions Codes 14714 and 14717.1. Presumptive transfer of Medi-Cal occurs when a child or youth with an open child welfare case is placed outside of their County of Jurisdiction unless there has been a waiver of presumptive transfer completed. Vendors are expected to comply with the requirements of AB 1299 and work collaboratively with child welfare agencies from other counties as needed.
34. Probation Department (Juvenile Probation) - a Department that is responsible for protecting the community through assessment, treatment and control of juvenile offenders (WIC 602) by providing a range of effective services
35. Promising Practices Standard – Activities for which there is research demonstrating effectiveness, including strong quantitative and qualitative data showing positive outcomes, but the research does not meet standards used to establish evidence-based practices and does not have enough research or replication to support generalizable positive public health outcomes.
36. Resource Family – In accordance with the Continuum of Care Reform, families taking on the responsibility of caring for Dependents shall be approved through the Resource Family Approval process, which includes a specific amount of training and orientation. Resource Families will be replacing foster families as CCR is implemented.
37. Satisfaction Survey - is defined as a survey designed to measure the child's/youth's, the family's, and/or the referring Department's overall satisfaction with the service rendered. Satisfaction Surveys address specific aspects of service provision in order to identify problems and opportunities for improvement.

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38. Seriously Emotionally Disturbed (SED) – SED children or adolescents refers to minors under 21 years who have a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders which results in behavior inappropriate to the child's age according to expected developmental norms.
39. Members of this target population shall meet one or more of the following criteria:
- a. As a result of the mental disorder, the child has substantial impairment in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the community; and either of the following occurs:
 - i. The child is at risk of removal from home or has already been removed from the home; or
 - ii. The mental disorder and impairments have been present for more than six (6) months or are likely to continue for more than one year without treatment.
 - b. The child displays one of the following: psychotic features, risk of suicide, or risk of violence due to a mental disorder.
 - c. The child has been assessed pursuant to Article 2 (commencing with Section 56320) of Chapter 4 of Part 30 of Division 4 of Title 2 of the Education Code and determined to have an emotional disturbance, as defined in paragraph (4) of subdivision (c) of Section 300.8 of Title 34 of the Code of Federal Regulations.
40. State Bill (SB) 785 – is legislation intended to facilitate the receipt of medically necessary specialty mental health services by a child or youth with Adoptions Assistance Program (AAP) or Kinship Guardianship Assistance Payment (KinGAP) Medi-Cal who is placed outside of their county of responsibility. The bill clarifies responsibility for treatment authorizations and transfers the responsibility for the provision of services to the host county while keeping the financial responsibility to authorize and pay for services with the county of origin.
41. Strength-based – is defined as the process of developing an Individualized Service Plan beginning with an assessment of the strengths of all the family members and other individuals involved with the family team. The Plan emphasizes the strengths of the family rather than their problems and deficits. It evaluates and utilizes family strengths in the individualized planning process.
42. Treatment Progress Report – A structured report indicating current status, progress in treatment, and expectation of future services.
43. Unduplicated – When reporting the number of unduplicated clients, an individual client is to be included in the number reported; that individual client shall only be included once for the year, no matter how many times the individual client returns for assistance during the year.
44. Welfare & Institutions Code (W & I Code) – A series of statutes in California that includes programs and services designed to provide protection, support, or care of individuals. The purpose of these statutes is to provide protective services to the fullest extent deemed necessary by the juvenile court, probation department, or other public agencies designated by the Board of Supervisors to perform the duties prescribed to ensure that the rights or physical, mental, or moral welfare of children are not violated or threatened by their present circumstances or environment.