THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

Contract Number

SAP Number

Department of Behavioral Health

Department Contract Representative	Bishoy Bestawros
Telephone Number	(909) 388-0856
Contractor	
Contractor Representative	
Telephone Number	
Contract Term	July 1, 2020 – June 30, 2021
Original Contract Amount	$10,600,000
Amendment Amount	$0
Total Contract Amount	$10,600,000
Cost Center	

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

IT IS HEREBY AGREED AS FOLLOWS*:*

WHEREAS, the County desires to purchase and Contractor desires to provide Children Residential Intensive Services (ChRIS), and,

WHEREAS, this Agreement is authorized by law,

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

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AGGREGATE FISCAL PROVISIONS

Term: July 1, 2020 through June 30, 2021, in accordance with Article IV. Funding and Article V Payment.

Aggregate Maximum Obligation:

TOTAL AGGREGATE MAXIMUM OBLIGATION: $10,600,000 for FY 2020-21

Basis for Interim Reimbursement:

The provider cost or Local County Contract Rate (CCR) or Provider Target rate identified below, whichever is lower, shall prevail, unless approved in writing by the Director of DBH, or designee.

Basis for Final Reimbursement

See Article VII, Paragraph G.

Notices to County and Contractor:

COUNTY: County of San Bernardino
Department of Behavioral Health
Fiscal Services
303 East Vanderbilt Way
San Bernardino, CA 92415-0026

CONTRACTOR: Agency Name
Contract Agency Street Address
City, CA Zip Code

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. 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.

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

F. 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.

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

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

I. The "County Contract Rate" (CCR) is the maximum allowable reimbursement rate established by DBH.

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. 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.

III. Performance

A. Under this Agreement, the Contractor shall provide those services, which are dictated by attached Addenda, Aggregate Fiscal Provisions and/or Attachments. 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, Aggregate Fiscal Provisions and/or Attachments conflicts with the basic Agreement, then information in the Addenda, Aggregate Fiscal Provisions and/or Attachments shall take precedence to the extent permitted by law.

B. Contractor shall provide Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) services for full scope Medi-Cal beneficiaries ages 0 to 21 in accordance with applicable provisions of law and Addendums I and II.

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.

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. Contractor shall ensure and oversee the existence of reasonable internal control over fiscal records and financial reporting.

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

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

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

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

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

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

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

3. Assistance by Contractor

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

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

I. County has the discretion to revoke full or partial provisions of the Contract, delegated activities or obligations, or application of other remedies permitted by State or Federal

law when the County or DHCS determines Contractor has not performed satisfactorily.

J. Cultural Competency

The State mandates counties to develop and implement a Cultural Competency Plan (CCP). This Plan applies to all DBH services. Policies and procedures and all services must be culturally and linguistically appropriate. Contract agencies are included in the implementation process of the most recent State approved CCP for 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 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. 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.

e. To assist Contractor's efforts towards cultural and linguistic competency,

DBH shall provide the following:

i. Technical assistance to Contractor regarding cultural competency implementation.

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

iii. Cultural competency training for DBH and Contractor personnel.

NOTE: Contractor staff is required to attend 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.

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

vii. Contractor's written organizational procedures must be in place to determine multilingual and competency level(s).

viii. The Office of Cultural Competence and Ethnic Services (OCCES) 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.

IV. 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 Aggregate Fiscal Provisions. 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 Aggregate Fiscal Provisions. The maximum financial obligation is further limited by fiscal year, funding source and service modalities as delineated in the Aggregate Fiscal Provisions. Contractor may not transfer funds between funding sources, modes of services, or exceed 15% of a budgeted line item without the prior written approval from DBH. Budget line items applicable to the 15% rule are: (1) Total Salaries & Benefits and (2) Individual Operating Expense items. The

County has the sole discretion of transferring funds between funding sources or modes of services.

1. It is understood between the parties that the Aggregate Fiscal Provisions are budgetary guidelines. Contractor must adhere to the budget by funding outlined in the Aggregate Fiscal Provisions 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 Aggregate Fiscal Provisions shall result in non-payment to Contractor for these costs.

C. 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.

D. A portion of the funding for these services includes Federal Funds. The Federal CFDA number is 93.778.

E. 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.

F. 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.

V. 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 pay 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 based on a Cost Reimbursement methodology under this Agreement.

5. County will send Contractor a year-to-date Medi-Cal denied claims report on a monthly basis. It is the responsibility of Contractor to make any necessary corrections to the denied 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 the State DHCS will not adjudicate and approve the denied claims, the County will recover the paid funds from Contractor's current invoice payment. DBH Fiscal recovers denied claim amounts on a quarterly basis.

7. Quality Assurance Medi-Cal chart review disallowances will be recovered from Contractor's current invoice payment(s).

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' general ledger 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.

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.

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 rates do not exceed the following: Contractor's published charges, Contractor's actual cost and the CCR.

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/oca (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, Contactor 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.

VI. 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.

VII. 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 State 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 receipts by the County of Contractor's written request, the County shall, within twenty (20) business days, meet with Contractor to review the annual cost report settlement and to consider any documentation or information presented by Contractor. Contractor may waive such meeting and elect to proceed based on written submission at its sole discretion.

3. Within twenty (20) business days of the meeting specified above, the County shall issue a response to Contractor including confirming or adjusting any amounts due to Contractor by the County or due from Contractor to the County.

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 in the Aggregate Fiscal Provisions.

E. Method of Payments for Amounts Due to the County

1. Within fourteen (14) business days 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.

2. If Contractor does not so notify the County within such fourteen (14) business days, or if Contractor fails to make payment of any such amount to the County as required, the County may, as its option, withhold monetary settlements due to Contractor until the amount is paid.

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;

2. Actual and approved Short-Doyle/Medi-Cal services;

3. Published charges;

4. Maximum cost based upon the CCR for minutes/hours/days of time provided for each service function; or,

5. Maximum Contract amount.

VIII. Fiscal Award Monitoring

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

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

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

IX. Final Settlement: Audit

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

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

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

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

E. Contractor expressly acknowledges and will comply with all audit requirements contained in the Contract documents. These requirements include, but are not limited to, the agreement that the County or its designated representative shall have the right to

audit, to review, and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Contractor shall have fourteen (14) days to provide a response and additional supporting documentation upon receipt of the draft post Contract audit report. DBH – Administration Audits will review the response(s) and supporting documentation for reasonableness and consider updating the audit information. After said time, the post Contract audit report will be final.

F. If a post Contract audit 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 CCR, 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.

X. Single Audit Requirement

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

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

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

C. At the completion of the audit, the Contractor must prepare, in a separate document from the auditor's findings, a corrective action plan to address each audit finding included in the auditor's report(s). The corrective action plan must provide the name(s) of

the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. If Contractor does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.

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

E. Contractor must electronically submit within thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months following the end of the Contractor's fiscal year, to the Federal Audit Clearinghouse (FAC) the Data Collection Form SF-SAC (available on the FAC Web site) and the reporting package which must include the following:

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

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

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

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

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

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

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

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

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

XI. Contract Performance Notification

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

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

XII. Probationary Status

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

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

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

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

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

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

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

XIII. Duration and Termination

A. The term of this Agreement shall be from July 1, 2020 through June 30, 2021 inclusive.

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

1. The appropriate office of the State of California indicates that this Agreement is not subject to reimbursement under law; or
2. There are insufficient funds available to County; or
3. There is evidence of fraud or misuse of funds by Contractor; or
4. There is an immediate threat to the health and safety of Medi-Cal beneficiaries; or
5. Contractor is found not to be in compliance with any or all of the terms of the herein incorporated Articles of this Agreement or any other material terms of the

Contract, including the corrective action plan; or

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

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

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

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

XIV. 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. 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.

XV. 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.

XVI. 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. 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.

XVII. 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.

XVIII. 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 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.

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

health care programs.

1. Ineligible Persons may include both entities and individuals and are defined as any individual or entity who:

   a. Is currently excluded, suspended, debarred or otherwise ineligible to participate in the Federal and State health care programs; or

   b. Has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal and State health care programs after a period of exclusion, suspension, debarment, or ineligibility.

2. Contractor shall review the organization and all its employees, subcontractors, agents, physicians and persons having five percent (5%) or more of direct or indirect ownership or controlling interest of the Contractor for eligibility against the following databases: SAM and the OIG's LEIE respectively to ensure that Ineligible Persons are not employed or retained to provide services related to this Contract. Contractor shall conduct these reviews before hire or contract start date and then no less than once a month thereafter.

   a. SAM can be accessed at 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.

XIX. 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)].

XX. 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. If a dispute arises between the parties concerning the performance of this Agreement, DBH and Contractor agree to meet informally to attempt to reach a just and equitable solution.

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.

XXI. 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. 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.

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.

j. 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.

XXII. 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.

XXIII. 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.

XXIV. 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.

XXV. 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.

XXVI. 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.

XXVII. 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.

XXVIII. 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.

XXIX. Subcontractor Status

A. If Contractor intends to subcontract any part of the services provided under this Contract to a separate and independent agency or agencies, 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.

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 subcontractor directly for any

services rendered.

C. Ineligible Persons

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

XXX. 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.

XXXI. 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 $5,000,000 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.

XXXII. 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.

XXXIII. Contract Amendments

Contractor agrees 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.

XXXIV. 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.

XXXV. Severability

The provisions of this Contract are specifically made severable. If any clause, provision, right and/or remedy provided herein are unenforceable or inoperative, the remainder of this Contract shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

XXXVI. 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.

XXXVII. 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.

XXXVIII. Conclusion

A. This Agreement consisting of fifty-eight (58) pages, Addenda, and Attachments inclusive is the full and complete document describing the services to be rendered by Contractor to the County, including all covenants, conditions and benefits.

B. IN WITNESS WHEREOF, the Board of Supervisors of 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
DEPARTMENT OF BEHAVIORAL HEALTH

►
Veronica Kelley, Director

Dated: _____

APPROVED AS TO LEGAL FORM
COUNTY COUNSEL

By _____
Dawn Martin, Deputy County Counsel

_____
(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 _____

_____

DESCRIPTION OF PROGRAM SERVICES

CHILDREN'S RESIDENTIAL INTENSIVE SERVICES (ChRIS)

Agency Name
Agency Address
Agency phone number

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

A. Mental Health Recovery, Wellness, and Resilience (RWR) is an approach to helping the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her mental illness according to his or her own values and cultural framework. RWR focuses on client strengths, skills and possibilities, rather than on illness, deficits, and limitations, in order to encourage hope (in staff and clients) and progress toward the life the client desires. RWR involves collaboration with and encouragement of clients and their families, support systems and involved others to take control of major life decisions and client care; it encourages involvement or re-involvement of clients in family, social, and community roles that are consistent with their values, culture, and 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 handicap, 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.

B. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services will support the individual, family, support system, and/or involved others in accomplishing the desired results. Families, caregivers, human service agency personnel and other significant support persons 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.

C. Accordingly, program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community in which the program serves. Families, caregivers, human service agency personnel and other significant support persons 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 behavioral health services.

D. Additionally, the Contractor shall develop admission policies and procedures that incorporate the multi-agency collaboration inherent in ChRIS regarding those persons who are eligible for ChRIS and for EPSDT Medi-Cal services. Non-EPSDT eligible children and youth in need of treatment should be screened and referred to an appropriate behavioral health service provider or be treated under separate funding streams. **DBH will not reimburse Contractor for services provided to Non-Medi-Cal beneficiaries.**

II. ChRIS MISSION AND GOALS:

A. Overview:

The Department of Behavioral Health (DBH) and Children and Family Services (CFS) are respectively responsible for meeting the mental health and residential treatment needs of minors in their care. In order to provide children the intensity of services they require, minors are sometimes placed in out-of-county long-term residential care settings due to the lack of appropriate level placements in the local community. Through a variety of programs (e.g., SB163 Wraparound) DBH and CFS have collaborated to provide an appropriate alternative to residential placement and keep children and youth with their family. For some children the level of need is high enough that only residential placement is an appropriate placement option. This program is intended to provide a means for such youth to be placed close to their community and develop healthy connections that will facilitate their return to home or to another home like setting.

The Children's Residential Intensive Services (ChRIS) program is a structured residential program that utilizes Full Service Partnerships (FSP) as well as the values and principles of the Integrated Core Practice Model (ICPM) in providing

necessary services during the period of placement and up to 2 months after the child has left the group home in order to facilitate a successful transition to a lower level of care. ChRIS will allow for the provision of a Full Service Partnership program, including Specialty Mental Health Outpatient Services, to children/youth in residential settings.

At the onset of the ChRIS program these residential settings will be group homes; however, with the implementation of the Continuum of Care Reform (CCR) the settings will need to be adapted to meet new legislative requirements. The residential facilities will transition to Short Term Residential Therapeutic Program (STRTPs). The Contractor is required to (1) participate in local meetings and conversations regarding the transition from Group Homes and (2) successfully transition to meeting the new requirements. Should the Contractor no longer meet the legislative requirements to provide residential care, the contract shall be discontinued. The Contractor may meet legislative requirements through functioning under any extensions or waivers authorized by state governing agencies. Since the residential facility is expected to transition from a Group Home to an STRTP during the course of this contract, the residential facility is referred to as "Group Home/STRTP" for the remainder of this addendum.

The goal of the ChRIS program is to maximize the benefits for the CCR changes. This includes, but is not limited to, Group Home/STRTP to provide high levels of therapeutic services to children/youth that suffer from severe emotional and behavioral disorders to help them recover and achieve a socially acceptable functioning level while simultaneously building permanency options. The expectation is that these specialty mental health services will be complimentary to, and integrated with, the residential services offered within an STRTP. Specifically, the specialty mental health services are intended to compliment the "Core Services" required with STRTPs. Core services provided to children and their families, should encompass community services and supports, physical, behavioral, and mental health support and access to services, including educational support, life and social support, transitional support services for children, youth, and families who assume permanency, services for transition-aged youth, services for non-minor dependents, and trauma-informed practices and supports for children and youth, including treatment services.

Note: All of the requirements noted **RFQ DBH 16-101 Request for Qualification Applications for Children's Residential Intensive Services (ChRIS)** are incorporated into this Addendum by reference. Those agencies who were selected as ChRIS providers in **RFP-DBH 15-83 Request for Proposals for Children's Residential Intensive Services (ChRIS)** are hereby grandfathered into the ChRIS program. All other agencies who apply for the ChRIS program will hereafter meet the requirements and standards of RFQ 16-101.

B. Program Objective:

1. The overall objective of ChRIS is to maximize the benefits for the CCR changes. This includes, but is not limited to, the Group Home/STRTP incorporating trauma informed care principles and providing high levels of therapeutic services to children/youth to help them recover and achieve a socially acceptable functioning level while simultaneously building permanency options.

2. It is expected that these specialty mental health services will be complimentary to, and integrated with, the residential services offered within an STRTP. Specifically, the specialty mental health services are intended to compliment the "Core Services" required with STRTPs. Core services provided to children and their families, should encompass community services and supports, physical, behavioral, and mental health support and access to services, including educational support, life and social support, transitional support services for children, youth, and families who assume permanency, services for transition-aged youth, services for non-minor dependents, and trauma-informed practices and supports for children and youth, including treatment services.

3. ChRIS will enhance residential care by providing specialty mental health services within the context of an Integrated Core Practice Model (ICPM) Full-Service Partnership (FSP) while the child is residing within the Group Home/STRTP and during a transition period after the child leaves the Group Home/STRTP. These services and program will be implemented with oversight and interdepartmental management, integration of core service elements as appropriate (e.g., Parent-Family Advocacy), and flexibility to ensure as smooth of an implementation of CCR as possible to improve transition outcomes and reduce the length of stay. This model is referred to throughout the contract as an Integrated Core Practice Model Full Service Partnership (ICPM FSP) or a Wrap-informed FSP.

4. Additionally, 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 and Wraparound.

C. <u>Values, Principles, Basic Tenets, and Philosophies of the Integrated Core Practice Model and Wraparound:</u>

1. Children are first and foremost protected from abuse and neglect, and maintained safely in their own homes.

2. Services are needs driven, strength-based, and family focused from the first conversation with or about the family.

3. Services are individualized and tailored to the strengths and needs of each child and family.

4. Wraparound is a community-based effort.

5. Services are delivered through a multi-agency collaborative approach that is grounded in a strong community base.

6. Parent/Family voice, choice, and preference are assured throughout the process.

7. Services incorporate a blend of formal and informal resources designed to assist families with successful transition that ensure long-term success.

8. Services are culturally competent and respectful of the culture of children and their families.

9. Services and supports are provided in the child and family's community.

10. Children have permanency and stability in their living situation.

III. PERSONS TO BE SERVED (TARGET POPULATION)

Contractor will provide specialty mental health services to San Bernardino County Medi-Cal beneficiaries who require residential placement within Group Home/STRTP, meeting the criteria for seriously emotionally disturbed, and in need of specialty mental health services. The target population will be comprised of Dependents placed into a Group Home/STRTPs by County of San Bernardino Department of Child and Family Services (CFS) and Wards placed into a Group Home/STRTP by County of San Bernardino Probation. Included youth will meet Medical Necessity Criteria for reimbursement for EPSDT Medi-Cal Specialty Mental Health Services (Title 9, California Code of Regulations, Ch. 11, Sec. 1830.210.

A. "Seriously Emotionally Disturbed" (SED): For the purposes of this contract, "Seriously emotionally disturbed children or adolescents" refers to minors under the age of 18 years or clients up to age 21 who have a mental disorder as identified in the current psychiatric diagnostic nosology system (e.g., ICD-10-CM), other than a primary substance use disorder or developmental disorder, which results in behavior inappropriate to the child's age according to expected developmental norms. Members of this target population shall meet one or more of the following criteria:

1. 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:

   a. The child is at risk of removal from home or has already been removed from the home; or

   b. 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.

2. The child displays one of the following: psychotic features, risk of suicide, or risk of violence due to a mental disorder.

3. The child meets special education eligibility requirements under Chapter 26.5 (commencing with Section 7570) of Division 7 of Title 1 of the Government Code (AB 3632/2726).

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. Full Service Partnership (FSP): Clients must meet the criteria to eligible for a Full Service Partnership (FSP), which are easily met by the requirements of being placed in a residential setting and meeting medical necessity criteria. FSP criteria are:

1. Meets criteria for 1, 2, or 3 as described above in Seriously Emotional Disturbed (SED) listed above.
2. OR, If 16 years of age or older, they must meet the SED criteria and:
    a. Be unserved or underserved, AND
    b. Be in one of the following situations:
        1) Homeless or at risk of being homeless
        2) Aging out of the child and youth mental health system
        3) Aging out of the child welfare system
        4) Aging out of the criminal justice system
        5) Involved in the criminal justice system
        6) At risk of involuntary hospitalization or institutionalization, or

7) Have experienced a first episode of serious mental illness

D. Medical Necessity: Members of this target population shall meet medical necessity criteria. "Medical Necessity" is determined by the following factors:

1. The child/youth has an included diagnosis, as specified into the current psychiatric diagnostic nosology system (e.g., ICD-10-CM).

2. As a result of the included diagnosis, the child/youth must have, at least, one of the following criteria:

   a. A significant impairment in an important area of life functioning.

   b. A probability of significant deterioration in an important area of life functioning.

   c. A probability that the child will not progress developmentally as individually appropriate.

3. And, the planned interventions will address the identified condition

4. And, the proposed intervention will do, at least, one of the following:

   a. Significantly diminish the impairment.

   b. Prevent significant deterioration in an important area of life functioning.

   c. Allow the child to progress developmentally as individually appropriate.

5. And, the identified condition would not be responsive to treatment by a physical healthcare-based provider.

E. Residential Program Appropriate: ChRIS' target population will be restricted to those Seriously Emotionally Disturbed (SED) Youth qualifying for the level of care provided within the group home, of the appropriate age, and be considered appropriate for the services under the Community Care Licensing held program statement.

F. Katie A. Subclass Members: Specific efforts should be made to ensure that foster youth who have been identified as meeting subclass criteria are thoroughly transitioned to another ICPM program upon leaving the Group Home/STRTP.

IV. PROGRAM DESCRIPTION:

A. Referrals:

1. Contractor shall offer CFS and Probation first opportunity for placement for any vacancies within the Group Home/STRTP. Contractor shall be released of this responsibility by either being informed that the placement is not needed at this time or by not hearing back from CFS or Probation within 3 business hours (i.e., between 8 am to 5pm, Monday through Friday, excluding Holidays) of the notification. This obligation is for the Contractor to consider the referral. The Contractor is not mandated to

accept the referral.

2. Contractor will accept all referrals for a ChRIS assessment that meet ChRIS criteria noted above. **Please note**: Pursuant to State law, SED children may not be excluded due to medical disorder/treatment needs that complicate placement at the lowest level of care. However, it is understood that the Contractor must adhere to the admission criteria established with Community Care & Licensing (CCL), which may include exclusionary criteria based on licensing.

3. If there is a disagreement between ChRIS partners, including the Contractor, regarding the appropriateness of a referred youth the Contractor shall discuss concerns with the placing agency staff. If, after this discussion, there is still disagreement on the appropriateness of the placement then a brief letter detailing the reasons for refusal shall be submitted to both the placing agency and DBH.

4. The San Bernardino County Interagency Placement Committee (IPC) considers the foregoing application for ChRIS services and approves the child's/youth's selection after considering other treatment options.

B. Integrated Core Practice Model Components: Services are provided within the context of a Core Practice Model Full Service Partnership (ICPM-FSP). These services are intended to compliment the phases of Wraparound and the components of the Integrated Core Practice Model, which include:

1. Engagement: The engagement phase is the initial stage of services and is the foundation of building a trusting and mutually beneficial relationship. This phase begins prior to the child coming to the Group Home/STRTP.

2. Screening and Assessment: Assessment is a continuous process. The initial assessment should include screening for unique concerns (e.g., medical or educational) as well as thorough assessment of needs and strengths to ensure an accurate understanding of the child and family.

3. Service Planning and Implementation

   a. Service planning involves creating and tailoring plans to build on the strengths and protective capacities of the child and family in order to meet the individual needs for each child and family member that were identified in the engagement and assessment components.

   b. Implementation follows directly after the EPSDT Service Plan and Safety Plan have been completed and includes: implementing services and clarifying roles of people involved (e.g., clear identification of the ICC Coordinator).

4. Monitoring and Adapting: Monitoring and adapting are part of the practice of continually monitoring and evaluating the effectiveness of the plan

while assessing current circumstances and resources. It is the part of the planning cycle where the plan is reworked as needed. Effective monitoring and adapting may, or may not, require changes to the formal plans.

5. Transition Planning: Transition is the process of moving from formal supports and services to informal supports.

C. Specific Program Task Requirements:

1. Within three (3) business days of an urgent referral or case assignment the Contractor will assign a Facilitator to the case.

2. Once placement into the Group Home/STRTP occurs the Facilitator assigned to a case will:

   a. Ensure contact is established with all involved parties within three (3) business days.

   b. Along with the Parent/Family Partner, conduct an initial face-to-face meeting with the child and family within seven (7) business days of placement. Issues to be discussed during the initial meeting shall include, but are not limited to:

3. Initial Mental Health Assessment: A formal mental health assessment will be initiated and completed as soon as possible, but absolutely within fourteen (14) calendar days of start date (i.e., enrollment date) or earlier to comply with State STRTP regulations.

4. ICC Coordinator & Service Authorization: Ensure the ICC Coordinator is identified and that needed EPSDT Specialty Mental Health Services are authorized and started within fourteen (14) days of start date.

5. Notify the relevant Multi-disciplinary Team Member(s) of the date, time, and place set for all Child and Family Team Meetings involving the child. Taking into consideration the family's obligations such as work and school, the Facilitator will schedule Child and Family Team meetings to maximize opportunities for the child's social worker, probation officer, or case manager to attend regularly.

6. Notify all involved parties as soon as possible of changes or cancellations in any Child and Family Team Meeting (CFTM)..

7. Evaluate the mental health needs of the child, siblings and family members throughout the course of care and facilitate the obtainment of needed services.

8. Ensure linkage and continuity of care as children transition out of the Group Home/STRTP.

9. Ensure linkage and continuity of care when children discharge from ChRIS.

D. Transitioning and Discharging:

"Transitioning" refers to the child moving out of the Group Home/STRTP into another residential arrangement. Planning for this will occur throughout the treatment process within the context of the Child and Family Team (CFT). The Contractor shall continue to provide EPSDT Specialty Mental Health Services after the child has left the Group Home/STRTP with these services coordinated through the CFT.

"Discharge" refers to the child being exited from ChRIS for all potential services. Discharge planning will occur throughout the treatment process within the context of the CFT.

There are multiple reasons why children are transitioned out of the Group Home/STRTP and/or discharged from ChRIS. Potential reasons for either transitioning or discharging to occur circumstances include the following:

1. Upon mutual agreement of the family and Contractor that the goals of treatment have been met;
2. Upon parent or guardian refusal of services, or refusal to comply with objectives outlined in the Mental Health Services Plan;
3. Upon parent or guardian's unilateral decision to terminate treatment;
4. Upon a good faith determination by Contractor that the individual youth cannot be effectively served by the program;
5. Upon a determination that the individual is a danger to other youth, staff or self;
6. Upon transfer out of the County or to another region;
7. By agreement of the Child and Family Team that appropriate follow-up or other service linkage will be made.
8. Children will not be automatically terminated from services if involved in the juvenile justice system and should be assessed for further services upon discharge.

   NOTE: Children who continue to meet Katie A. Subclass criteria will not be discharged from ChRIS unless a successful transition to another ICPM program has been accomplished.

V. DESCRIPTION OF SPECIFIC SERVICES TO BE PROVIDED

A. Mental Health Services Activities:

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

shall meet or exceed the target population descriptions.

EPSDT may not be billed on any client who is detained in a Juvenile Detention & Assessment Center (Juvenile Hall, Camp or Educational Facility) or who is admitted into an acute-care psychiatric hospital or facility.

All services listed below are potentially available for provision to a client; however, Therapeutic Behavioral Service (TBS) has additional qualifying criteria which must be met when provided, and not all children or youth served will meet these additional requirements.

1. Assessment is defined as a service activity designed to evaluate the current status of a child's mental, emotional, or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the child's clinical history; analysis of relevant cultural issues and history; diagnosis; and the use of testing procedures.

2. Evaluation is an appraisal of the individual's community functioning in several areas including living situation, daily activities, social support systems and health status. Cultural issues may be addressed where appropriate.

3. Collateral is contact with one or more significant support persons in the life of the individual that may include consultation and training to assist in better utilization of services and understanding of mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the individual's condition and involving them in service planning and implementation of service plan(s). Family counseling or therapy, which is provided on behalf of the individual, is considered collateral.

4. Therapy is defined as a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to a child or a group of children, and may include family therapy at which the child is present.

5. Rehabilitation is a service activity that may include, but is not limited to, assistance in improving, maintaining or restoring a child'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.

    a. Assistance in restoring or maintaining an individual's or group of individual's functional skills, social skills, grooming, medication compliance, and support resources.

    b. Age-appropriate counseling of the individual and/or family, support systems and involved others.

c. Training in leisure activities needed to achieve the individual's goals/desired results/personal milestones.

d. Medication education for family, support systems and involved others.

6. Plan Development is defined as a service activity that consists of development of client plans, approval of client plans, and/or monitoring and recording of a child's progress.

7. Medication Support Services include staff persons practicing within the scope of their professions by prescribing, administering, dispensing and/or monitoring of psychiatric medications or biological necessary to alleviate the symptoms of mental illness. This service includes:

a. Evaluation of the need for medication.

b. Evaluation of clinical effectiveness and side effects of medication.

c. Obtaining informed consent.

d. Medication education (including discussing risks, benefits and alternatives with the individual or significant support persons).

e. Plan development related to the delivery of this service.

8. Crisis Intervention is a quick emergency response service enabling the individual, his or her family, support system and/or involved others to cope with a crisis, while maintaining the child'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. 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).

9. Targeted Case Management means services that assist a beneficiary to access needed medical, educational, social, prevocational, rehabilitative, or other needed 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 systems and may be provided anywhere in the community.

10. Linkage and Consultation - The identification and pursuit of resources

necessary and appropriate to implement the service plan, treatment plan or coordination plan, which include, but are not limited to the following:

a. Interagency and intra-agency consultation, communication, coordination and referral.

b. Monitoring service delivery and service plan, treatment plan or coordination plan implementation to ensure an individual's access to service and the service delivery system.

11. Placement Services - Supportive assistance to the client in the assessment, determination of need and securing of adequate and appropriate living arrangements, including, but not limited to the following:

a. Locating and securing an appropriate living environment.

b. Locating and securing funding.

c. Pre-placement visit(s).

d. Negotiation of housing or placement contracts.

e. Placement and placement follow-up.

12. Intensive Care Coordination (ICC) - Within the Integrated Core Practices Model (ICPM) there is a need for thorough collaboration between all 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 an 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 ensure participation by the child or youth, family or caregiver and significant others so that the child/youth's assessment and plan addresses the child/youth's needs and strengths in the context of the values and philosophy of the ICPM.

Activities coded as ICC may include interventions such as:

a. Facilitation of the development and maintenance of a constructive and collaborative relationship among child/youth, his/her family or caregiver(s), other providers, and other involved child-serving systems to create a Child and Family Team (CFT);

b. Facilitation of a care planning and monitoring process which

ensures that the plan is aligned and coordinated across the mental health and child serving systems to allow the child/youth to be served in his/her community in the least restrictive setting possible;

c. Ensure services are provided that equip the parent/caregiver(s) to meet the child/youth's mental health treatment and care coordination needs, described in the child/youth's plan;

d. Ensure that medically necessary mental health services included in the child/youth's plan are effectively and comprehensively assessed, coordinated, delivered, transitioned and/or reassessed as necessary in a way that is consistent with the full intent of the Integrated Core Practice Model (ICPM);

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

NOTE: 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 "Medical Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) for Katie A. Subclass Members.

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

Activities coded as IHBS may include interventions such as:

a. Medically necessary skill-based interventions for remediation of behaviors or improvement of symptoms, including but not limited to the implementation of a positive behavioral plan and/or modeling interventions for the child/youth's family and/or significant other to assist them in implementing the strategies;

b. Development of functional skills to improve self-care, self-regulation, or other functional impairments by intervening to decrease or replace non-functional behavior that interferes with daily living tasks or the avoidance of exploitation by others;

c. Development of skills or replacement behaviors that allow the child/youth to fully participate in the CFT and service plans including but not limited to the plan and/or child welfare services plan;

d. Improvement of self-management of symptoms, including self-administration of medications as appropriate;

e. 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:

f. Support of the development, maintenance and use of social networks including the use of natural and community resources;

g. Support to address behaviors that interfere with the achievement of a stable and permanent family life;

h. Support to address behaviors that interfere with a child/youth's success in achieving educational objectives in an academic program in the community; and

i. 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.

IHBS, as it is currently documented in the DHCS publication, has multiple requirements for authorization [e.g., must be authorized within a CFT

Meeting with authorizations no longer than ninety (90) days]. The requirements provided by DHCS shall be followed and if new requirements are published, the new requirements shall be followed.

IHBS are typically, but not only, provided by paraprofessionals under clinical supervision.

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

14. Therapeutic Behavioral Service (TBS) is a one-to-one behavioral mental health service available to children/youth with serious emotional challenges who are under age 21, and who are eligible for a full array of Medi-Cal benefits without restrictions or limitations. TBS helps children/youth/TAY (Transitional Age Youth), and their parents/caregivers, foster parents, group home staff and school staff learn new ways of reducing and managing challenging/ problematic 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. Accordingly, TBS never exist alone, but are an adjunct, specialized service to an existing mental health service as above. **Contractor shall only provide TBS to EPSDT Medi-Cal beneficiaries enrolled in the agency's ChRIS Program. Contractor shall NOT function as a TBS Program, but rather will be a program that includes TBS.**

    a. 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 a Rate Classification Level (RCL) facility of 12 or above and/or a locked treatment facility for the treatment of mental health needs, but not presently detained at Juvenile Detention Centers, Institutions for Mental Diseases (IMD)'s or psychiatric hospitals (excluding Psychiatric Health Facility or where the child/youth/TAY is "at risk" only of being detained at Juvenile Detention Centers, IMD's or In-Patient Psychiatric Hospitals)

        (2) are being considered for placement in these facilities as an option to meet the child's/youth's/TAY's needs (not necessarily the only option and whether or not a RCL 12+ facility is actually available); or have 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 RCL 12+ facility is actually

available) or is at risk of hospitalization.

b. TBS "Needs" Eligibility: Once the child/youth 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:

i. 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 child's/youth's/TAY's behaviors or symptoms which jeopardize continued placement, or

ii. needs this additional support to transition to a home or foster home or lower level of residential placement, or to stabilize the child's/ youth's behavior or symptoms in a new environment/placement.

c. Therefore, Medi-Cal Reimbursement TBS criteria are:

(1) be a full-scope Medi-Cal beneficiary under the age of 21,

(2) meet MH "medical necessity",

(3) be receiving a Medi-Cal mental health service to be supported by TBS short-term interventions, and;

(4) be a member of the TBS certified class (above) or must have previously received TBS while a member of the certified class.

d. TBS is ***NOT*** reimbursable as or when:

(1) services rendered for the convenience of the family or other caregivers, physician or teacher;

(2) supervision or services provided to assure compliance with Probationary terms;

(3) supervision to ensure the child's/youth's/TAY's safety or safety of others;

(4) services rendered to address conditions that are not part of the child's/youth's/TAY's mental health condition;

(5) services 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; and

(6) services 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, IMD, or crisis residential program.

e. TBS Services

(1) 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.

(2) 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 caregivers (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.

(3) TBS Plan Development may include any or all of the following:

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

(4) TBS Coach Time - 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.

i. TBS Coach Time may not begin until the initial assessment is completed.
ii. The majority of TBS billing should fall under this category.

B. Parent Partner

A basic tenet of DBH Children's Services is the involvement of parents and families of children and youth with serious emotional disturbances as full partners in every aspect of the system. To support this basic tenet, DBH developed Regional Parent Partner Networking Committees (formerly "Regional Children and Family Advisory Committees") to ensure that families and youth have an equal voice and that services meet the needs identified by families and are sensitive to the unique cultural context and history of each family. The committees participate in reviewing and implementing behavioral health services for children and families in each region by promoting services which are both family-centered and strength-based.

To support this basic tenet of DBH Children's Services, the Contractor shall hire one full time, paid Parent Partner who is a parent or family member of a child with serious emotional disturbance to work closely with DBH Clinic Supervisors located within the same region. The duties and responsibilities of Parent Partners are either administrative or claimable as a case management / linkage service, but not both.

Parent Partners are expected to provide the following services:

1. Offer referral and support services to families.
2. Ensure services meet the needs identified by families.
3. Accompany the families to Individualized Education Plan (IEP) meetings.
4. Facilitate parent support groups.

5. Provide in-home support services.
6. Promote collaboration among families, advocates, mental health providers, health care providers and other agency/school personnel.
7. Serve as a member of the DBH Regional Parent Partner Networking Committees (formerly "Regional Children and Family Advisory Committees").
8. Outreach to family members in the community.

C. 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.]

III. HOURS OF PLANNED OPERATION

A. Contractor as the ChRIS provider will maintain a 24/7 facility(ies) and a Medi-Cal certified clinic to provide outpatient services as outlined in the contract and addenda. In addition, the Contractor shall offer clinical services to clients as needed and designed under the ChRIS paradigm of service treatment, which includes availability 24/7 even when children and youth are no longer residing in the ChRIS home.

B. The Contractor's clinical facility will be open Monday through Friday. The main clinic office shall be open 40 hours per week, and offer clinical services to clients during some evening and/or weekend hours.

C. Contractor staff will be available 24 hours per day to address the regular and emergency needs of the program's clients. Outpatient services will be available seven days a week and evening hours as determined by the appropriate DBH Program Manager or designee.

D. Contractor must have emergency on-call crisis services for all clients being served in the program, which includes emergency responses availability, call back staff, assessment of suicide ideation and other crisis responses as needed.

Contractor will have daily on-duty staff rotating on a weekly basis and will be available after normal working hours and on weekends (e.g., through an answering service).

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

IV. BILLING UNIT

A. The billing unit for mental health services, rehabilitation, medication support services, crisis intervention and case management/brokerage is staff time, based on minutes of time. The exact number of minutes/hours/activities used by staff providing a reimbursable service shall be reported and billed in their respective units. In no case shall more than 60 minutes/24 hours/Duplicative Service Activities in their respective units of time be reported or claimed for any one staff person during a billing period. Also, in no case shall the units of time reported or claimed for any one staff member exceed the minutes/hours/service activities worked.

B. 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 all 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).

C. County will not reimburse Contractor for services provided to children/youth placed in the home by another county. The Senate Bill (SB) 785 Out of County Placements process does not apply to the provision of MHSA programs and is therefore not applicable to ChRIS. If the contractor serves a child/youth from another county it is expected that no funding of services through ChRIS will be expended and the county of origin will reimburse the agency for any and all related costs. If the ChRIS program includes funded positions that serve the group home residents collectively, and non-San Bernardino youth are placed in the home, it is expected that this will be appropriately reflected in the annual cost report.

D. Contractor may not exceed the anticipated utilization rate without prior written approval from the Program Manager or designee. The Agreement is contingent upon sufficient funds being made available by Federal, State, and/or County governments for the term of this agreement.

V. FACILITY LOCATION

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

Other locations are subject to prior approval by DBH. All facilities must be Medi-Cal certified prior to the provision of services

A. Addresses of the current Group Home(s)/STRTPs are as follows:

Facility Information is on file with DBH.

B. The Contractor shall obtain the prior written consent of the Director of DBH or the designee before terminating outpatient services at the above clinic location(s) or providing services at another location.

C. Change in location or additional locations are subject to prior approval by DBH. All facilities must be Medi-Cal certified prior to the provision of services.

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

E. Contractor will provide services **throughout San Bernardino County.** That is, any youth successfully transitioned out of the group home will be provided Transition Services regardless of the new residential location. Extreme distances may be discussed with DBH Program Manager, or designee, with the intent of rapidly developing alternative services in the local area.

F. The Contractor shall provide adequate furnishings and clinical supplies to do outpatient services in a clinically effective manner.

G. The Contractor shall maintain the facility exterior and interior appearances in a safe, clean, and attractive manner.

H. Non-smoking signs shall be clearly posted to the exterior of the building stating: "No Smoking within 20 feet of the Building – Assembly Bill 846, Chapter 342".

I. The Contractor shall have adequate fire extinguishers and smoke alarms, as well as a fire safety plan.

J. The Contractor shall have an exterior sign clearly indicating the location and name of the clinic.

K. The Contractor shall have clinic pamphlets identifying the clinic and its services, in threshold languages, for distribution in the community.

L. 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.

VII. STAFFING

A. Staff Hours of Coverage and Documentation

1. Staff coverage should be appropriate to meet the children's and family's mental health needs. This will include, but not be limited to, having after hours resources and being able to provide some services (e.g., Rehabilitation) throughout the day as needed.

2. 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. Such notice shall include a plan of action to address the vacancy or a justification for the staffing plan change

B. General Staff Requirements

1. All staff shall be employed by the Contractor.

2. 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.

3. All staff functioning as a clinician shall have at least, a master's level degree or higher, in order to provide services with DBH funding; and shall be licensed or have their license waived by the State.

4. All field staff must be CPR/First Aid trained; and an appropriate number (i.e., 1 or more depending on size of program) CPR/First Aid trained staff shall be on duty in the office during ALL hours of operation/shifts.

5. Staff shall reflect the ethnic population of the community served.

C. Specific Descriptions of Staff Qualifications and Job Functions

All staff shall be employed 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 staff functioning as a clinical therapist and providing services with DBH funding shall be licensed or have their licensed waived by the State. Staff shall reflect the ethnic population of the community served.

1. Physician/Clinician/Professional Staff – Clinical services and supervision of the program shall be the responsibility of a licensed clinical professional: Licensed Psychologist (Ph.D.), Licensed Clinical Social Worker (LCSW), or Marriage and Family Therapist (MFT), who possess experience developing behavioral treatment plans for and working with

emotionally and behaviorally disturbed children, as well as their families/care providers. Mental Health Services may include a variety of assessment, evaluation, collateral, and therapy activities, which support the child's residential placement, or transition to the least restrictive level of community care, and may be provided by a pre-licensed psychologist, clinical social worker, and/or marriage and family therapist under the supervision of a licensed clinician.

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

a. ICC Coordinator - Within the Integrated Core Practices 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 objectives necessary to accomplish goals. The ICC coordinator is responsible for working within the CFT to ensure that plans from any of the system partners are integrated to comprehensively address the identified goals and objectives and that the activities of all parties involved with the service to the child/youth and/or family, are coordinated to support and ensure successful and enduring change. **NOTE**: This role may be one of the responsibilities of a clinical staff who has other duties as well.

b. Child and Family Team Meeting Facilitator – The Facilitator will be the primary contact person for the family. Together with the client's family and their natural team members, the Facilitator serves as the hub of the process and collaboratively orchestrates the development of the Individualized Child and Family Plans. Each Facilitator is required to hold a Master's Degree in a field related to mental health services (e.g.**,** Social Work, Family Therapy, Counseling, and Psychology).

c. Family Clinician –The Family Clinician's role is to help the family maintain or develop stability. The Family Clinician may also assist a new client and his/her family to stabilize during times of family upheaval and/or to achieve mutually established safety goals.

d. TBS Clinician/Supervisor - Clinical services and supervision of TBS shall be the responsibility of a licensed clinical professional: Psychologist (Ph.D. or Psy.D.), Licensed Clinical Social Worker (LCSW), Marriage and Family Therapist (MFT), or Licensed Professional Clinical Counselor (LPCC), who possesses experience developing behavioral treatment plans for and working with emotionally and behaviorally disturbed children/youth and their families/care providers. 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).

2. Mental Health Rehabilitation Specialist – Mental Health Rehabilitation Specialists provide non-therapy mental health services, which may, if qualified, be billed for EPSDT Medi-Cal. The minimum requirements for this position are one of the following: (1) Thirty semester (45 quarter) units of completed college coursework in behavioral or social science; (2) Sixty semester (90 quarter units) of completed college coursework, which includes 15 semester (23 quarter) units in behavioral science; or (3) one year of experience providing direct mental health services under supervision of a licensed clinician. **NOTE**: A Bachelor's degree in behavioral or social science may be listed in lieu of detailed coursework. Psychiatric Technician (Psych. Tech.) courses and Alcohol and Drug Certificate courses that are completed as, components of a vocational program are acceptable.

3. Family or Parent Partner – This position is defined as a parent who is hired as staff, has personal experience with a special needs youth, and can provide support. This staff member's role is to provide support and education to the client family. Parent Partners must have personal parenting experience with an emotionally/behaviorally-disturbed child.

4. Program Supervisor - Under general direction, this individual supervises the operation and staff of a clinic. A Program Supervisor must be licensed in California as a Marriage and Family Therapist, a Clinical Social Worker, Licensed Professional Clinical Counselor (LPCC), or a Psychologist. The duties of the Program Supervisor include supervision of Clinical Therapists and other support staff and planning and coordination of the work of the clinic staff. The Program Supervisor shall also act as a resource for therapists on issues related to treatment on specific cases or types of cases, review treatment plans and therapeutic techniques utilized, ensure that therapists provide treatment within the scope of licensure, provide comprehensive psychotherapeutic treatment services for the most severely disturbed clients, perform diagnostic evaluations, and develop and implement treatment plans and conduct therapy within the scope of the license.

5. Psychiatrist – This individual must be a licensed physician who has a psychiatric specialty to diagnose or treat mental illness or condition (unless waived in writing by the Director or designee prior to delivery of services). For the purposes of this program, psychiatric services may only

be provided by physicians who practice individually or as a member of a group psychiatric practice.

6. Coaches – Coaching staff are appropriate for this program due to the inclusion of TBS and IHBS services. The Coach must possess a Bachelor's degree in a behavioral sciences field or 30-45 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/youth 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 IHBS must have training in behavioral analysis with an emphasis on positive behavioral interventions. The IHBS coach must be available at the designated site of service to:

    a. Provide structure and support

    b. Assist the child/youth in engaging in appropriate activities

    c. Minimize impulsivity

    d. Increase social and community competencies by building or restating those daily living skills that will assist the child/youth to live successfully in the community

    e. Serve as a positive role model and assist the child/youth in developing the ability to sustain self-directed appropriate behaviors, internalize a sense of social responsibility, and/or enable appropriate participation in community activities.

    f. Be available to participate in weekly/monthly treatment plan meetings and conference calls requiring input and feedback regarding the progress of the intervention and continues client needs.

    g. Coaches must successfully complete a TBS training program and must obtain the following clearances:

        i. Child Abuse Index check

        ii. Department of Justice fingerprint check

        iii. California Driver's License DMV printout

        iv. TBS Coaches must possess a valid California driver's license and have access to a vehicle

7. Volunteers - Volunteers are unpaid, unlicensed staff which provide informal supports. Volunteers must still comply with the County's HIPAA training before rendering any service.

8. Additional Role Required of Staff: Contractor is responsible for ensuring

all staff are provided sufficient support to maximize their utilization of various data systems. Currently, this includes utilization of Objective Arts, the CANS-SB tracking and reporting system and transactional database system, the local billing system. 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.

NOTE: At DBH's request, Contractor will provide complete job descriptions for each classification provided pursuant to the terms of this agreement.

D. Licensure / Certification Requirements

1. Personnel will possess appropriate licenses and certificates and be qualified in accordance with applicable statutes and regulations. Additionally, all copies of licenses and waivers will be provided to the DBH Program Manager or designee (e.g., contract monitor) on a regular basis to be kept current.

2. Contractor will obtain, maintain and comply with all required government authorizations, permits and licenses required to conduct its operations. In addition, Contractor will comply with all applicable Federal, State and local laws, rules, regulations and orders in its operations. This includes compliance with all applicable safety and health requirements as to the Contractor's employees. Contractor will notify County immediately of loss or suspension of any such licenses and permits.

E. Professional Development and Training Requirements

1. Contractor will provide education and training to staff and make staff available to attend required training related to DBH policies, procedures, documentation.

2. To ensure all staff have the skills needed for their position the Contractor will provide education and training to staff and make staff available to attend trainings related to the clinical services provided. This will include, but not be limited to, the following topics:

   a. Integrated Core Practice Model and Wraparound values, principles, philosophy, and necessary skill-development.

   b. Child and Family Team Meeting Facilitation

   c. Risk assessment

   d. Clinical trainings targeting increasing cultural competencies. DBH has the expectation that all clinical staff will attend, at least, four (4) hours of this type of training each year.

e. Trauma informed care

f. Child and Adolescent Needs and Strengths (CANS)

3. Contractor shall provide additional trainings to aid in the provision of TBS, including training on:

a. Services to culturally diverse children and their families

b. Trauma informed care

c. Clinical appropriate interventions for specific sub-populations

d. On-going training and in-service for staff regarding TBS and behavioral techniques. These ongoing trainings must incorporate the current versions of support documents developed as tools to aid the implementation of TBS, these currently include:

i. Therapeutic Behavioral Services (TBS) Coordination of Care Best Practices Manual

ii. Therapeutic Behavioral Services (TBS) Documentation Manual 2.0

F. Background Checks, Criminal Records Review, DOJ Clearances, any Other Required Clearances:

1. Department of Justice fingerprint clearance - Contractor 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.

2. California Driver's License DMV printout

3. Excluded Parties List Clearance (EPLS) - Neither Contractor nor its employees or subcontractors 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.

G. Number of Staff Fluent in Other Languages

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

VIII. ADMINISTRATIVE AND PROGRAMMATIC REQUIREMENTS

A. Contractor must start providing assessment and treatment services as soon as possible, but no later than ninety (90) days from the contract start date

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

C. The main clinic office will be available a minimum of forty (40) hours per week by appointment. Services will primarily be field-based in the natural settings of the child and parent and access will be available 24 hours per day through answering system and paging system.

D. Contractors are required to have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers services to non-Medi-Cal beneficiaries. If the provider only serves Medi-Cal beneficiaries, the hours of operation must be comparable to the hours made available for Medi-Cal services that are not covered by the Contractor or another Mental Health Plan; i.e., must be available during the times that services are accessible by consumers based on program requirements.

E. Contractor must obtain and maintain Medi-Cal certification in order to bill EPSDT Medi-Cal for services provided to Medi-Cal eligible children/youth. Contractor must submit Medi-Cal certification paperwork to assigned DBH Program Manager within thirty (30) days of the start date of the contract. Not obtaining Medi-Cal certification within ninety (90) days from the contract start date may result in contract termination.

F. Contractor must comply with all requirements of the State DHCS to maintain Medi-Cal certification and obtain necessary fire clearances. Short-Doyle/Medi-Cal Contractors must notify DBH at least sixty (60) days prior to change of ownership or change of address.

G. Medication Storage Requirements (If Applicable)

Contractor is required to store and dispense medications in compliance with all pertinent Federal and State standards, specifically:

1. All drugs obtained by prescription are labeled in compliance with Federal and State laws. Prescription labels are altered only by persons legally authorized to do so.

2. Drugs intended for external use only and food items are stored separately from drugs intended for internal use.

3. All drugs are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.

4. Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.

5. Drugs are not retained after the expiration date. Intramuscular multidose vials are dated and initialed when opened.

6. A drug log is maintained to ensure Contractor disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with State and Federal laws.

H. Policies and procedures are in place for dispensing, administering and storing medications.

I. The Contractor will provide services in a culturally and linguistically sensitive manner. This includes providing information in the appropriate languages and providing information to persons with visual and hearing impairments.

J. The Contractor will provide services in the most appropriate setting (e.g., home, school, clinic, or community).

K. The Contractor must comply with California Vehicle Restraint Laws which state that children transported in motor vehicles must be restrained in the rear seat until they are eight years old or are at least 4 feet 9 inches in height.

L. The Contractor shall abide by the criteria and procedures set forth in the Uniform Method of Determining Ability to Pay (UMDAP) manual consistent with State regulations for mental health programs. The Contractor shall not charge mental health patients in excess of what UMDAP allows.

M. The Contractor shall maintain client records in compliance with all regulations set forth by the State and provide access to clinical records by DBH staff. Contractor will satisfy and provide for meeting State Outcome study requirements.

N. The Contractor shall maintain ongoing compliance with Medi-Cal Utilization Review requirements and Medicare record keeping requirements. The Contractor will participate in on-going Medi-Cal audits by the State. A copy of the plan of correction regarding deficiencies will be forwarded to the DBH.

O. The Contractor shall maintain high standards of quality of care for the units of service, which it has committed to provide.

1. The Contractor will make every effort to recruit bilingual staff in order to meet community needs.

2. The Contractor’s staff shall hold regular case conferences to evaluate the effects of treatment and the need for continued treatment.

3. Summary copies of internal peer review conducted shall be provided to the DBH Program Manager, or designee, upon request.

P. Satisfaction Surveys will be provided to beneficiaries and parent/caregivers upon completion/termination of this contract

Q. The Contractor shall participate in the DBH's annual evaluation of the program and shall make required changes in areas of deficiency.

R. The Contractor shall allow visits by the DBH Program Manager, or designee, at any time for review of records, contract requirements, or for audit purposes.

S. The Contractor shall provide periodic program reports, as required by DBH.

T. The Contractor shall ensure that there are adequate budgeted funds to pay for all necessary treatment staff, supplies and tools.

U. The Contractor shall maintain a separate and clear audit trail reflecting expenditure of funds under this agreement.

V. The Contractor shall make available to the DBH Program Manager, or designee, copies of all administrative policies and procedures utilized and developed for service location(s) and shall maintain ongoing communication, which may include electronic mail, with the Program Manager or designee regarding those policies and procedures.

W. Upon the termination of the contract and discontinuance of the provision of services, all records shall be provided to the county in an organized manner within 60 days of the termination of the contract and discontinuance of services.

X. In addition, if proper documentation is not received by the DBH, payment(s) may be withheld until Contractor is in compliance with terms and conditions of the contract. This includes such provisions as certificate(s) of insurance, staff changes, reduction or change in staff and documentation regarding all licensed staff.

IX. DEPARTMENT OF BEHAVIORAL HEALTH RESPONSIBILITIES

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

B. The DBH shall participate in evaluating the progress of the overall program in regard to responding to the mental health needs of the target population.

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

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

X. OUTCOME MEASURES AND DATA REPORTING REQUIREMENTS

A. Process Measures:

1. Ninety Percent (90%) 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 21 day.
3. Average number of EPSDT Specialty Mental Health Service Hours provided to a client who meets medi-cal necessity will be more than 2 hours per month.
4. Average number of days between EPSDT services, excluding the upper 5%, will be less than 14 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 (7^{th}) 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.

B. Data Reporting Elements including when data is due, how it should be submitted, and any other specifics:

1. Data is gathered through the billing systems, which will be completed by the seventh (7^{th}) day of the month following the billing for the previous month's Medi-Cal based services.
2. Exception is the "opening" and "closing" of clients within the County's current billing and transactional database system. This will be done within five (5) working days of admission and discharge from the facility.
3. Data shall be entered, either directly or through batch upload processes, into Objective Arts at least every two weeks.
4. Contractor shall enter all required data into the DCR within the timeframes prescribed for FSPs.
5. Contractor shall submit Monthly Program reports to DBH, in a format accpetable to DBH, containing at a minimum the following information:
    a. Name, date of birth, and ethnicity of each child in the Contractor's program.
    b. Medi-Cal eligibility status.
    c. Date of program enrollment of each child.
    d. Name and position title of key staff assigned to each child and family.
    e. Update on status of each family receiving services.
    f. Any information obtained from client completion interview, and/or any follow-up contacts.

g. Date of program completion or discharge date of each child.

C. Child, Adolescent Needs and Strengths Assessment – San Bernardino: CANS-SB shall be completed:

1. Within thirty (30) days of admission,

2. Every three (3) months, and

3. Within thirty (30) days of discharge.

4. Clarifications:

a. A CANS-SB is not required at admission if the client does not meet the criteria for services **AND** there is deemed insufficient information to complete the CANS-SB accurately.

b. In no case shall a period of more than three (3) months pass without completing a CAN-SB.

c. A CANS-SB is not required at discharge if a three (3) month (i.e., Update) CANS-SB, was administered within the past thirty (30) days **AND** no significant change in the client's presentation has occurred.

D. Pediatric Symptom Checklist-35 (PSC-35) shall be completed by an involved parent/caregiver:

1. Within thirty (30) days of admission,

2. Every six (6) months

3. Clarifications:

a. A PSC-35 is not required at admission if the client does not have an involved caregiver who is willing to complete the Checklist.

b. The PSC-35 is not completed by the STRTP staff. If no parent/caregiver is involved, STRTP staff documents this status in the clinical record.

E. Program Goals:

1. Provide services appropriate to needs 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 mental illness for adults and serious emotional disorders for children and youth.

E. 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. 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:
        i. Children: General Living Arrangement or Residential Program
        ii. TAY: General Living Arrangement, Supervised Placement, or Residential Program
3. Key Outcomes related to service effectiveness:
    a. Improved functioning.
    b. Reduction in symptom distress.
    c. Improvement in work or school performance.
    d. Well-being and positive health.
4. Key Outcomes related to reducing subjective suffering:
    a. Increased resiliency.
    b. Decreased impairment in general areas of life functioning (e.g., health/self-care/housing, occupation/education, legal, managing money, interpersonal/social).

ADDENDUM II

CHILDREN'S RESIDENTIAL INTENSIVE SERVICES (ChRIS) MINIMUM REQUIREMENTS

In order to qualify for the County of San Bernardino Department of Behavioral Health ChRIS program, the facility must meet the following criteria: (please check all that apply)

A. Currently licensed by Community Care Licensing and functioning at any Rate Classification Level (RCL) group home or Short Term Residential Therapeutic Program (STRTP); and,

B. Nationally accredited by, or currently in the accreditation process with, one of the CCR approved accrediting agencies, including:

1. Council of Accreditation (COA) ☐
2. Commission on Accreditation of Rehabilitation Facilities ☐
3. The Joint Commission ☐

C. Intending to pursue certification as a STRTP or already are a STRTP; and, ☐

D. Agrees to provide San Bernardino County CFS and Probation first opportunity for placement for any vacancies within the Group Home/STRTP, and ☐

E. If intending to serve Dependents placed by San Bernardino County Child, then agency shall obtain a "Letter of Good Standing" from the County of San Bernardino CFS; and, ☐

F. Meet at least one of the criteria below:

1. Physically located within San Bernardino County and has had a San Bernardino County Ward or Dependent residing at the facility within the past twelve (12) months, or ☐
2. Physically located in California and within 125 miles of the border of San Bernardino County and has had a San Bernardino County Ward or Dependent residing at the facility within the past nine (9) months, or ☐
3. Physically located in California and has had a San Bernardino County Ward or Dependent residing at the facility within the past three (3) months, or ☐
4. Is physically located within San Bernardino County, has not had a San Bernardino County Ward or Dependent residing at the facility within the past twelve (12) months, but has a specialized program for at least one of the following populations:
    a. Pregnant and parenting teens, ☐
    b. Children with mental health and substance abuse issues, ☐
    c. Lesbian, Gay, Bisexual, and/or Transgendered youth, ☐
    d. Fire Setters, ☐
    e. Sex offenders with mental health issues, ☐
    f. Sexually exploited children, ☐
    g. Extremely violent youth with mental health issues, ☐
    h. Non-Minor dependents who have exited foster care and wish to return, ☐
    i. Adolescent Females with Probationary involvement displaying highly disruptive and/or self-harming behaviors. ☐

ATTACHMENT I

ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS

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

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

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

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

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

_____
Printed name of authorized official

_____
Signature of authorized official

_____
Date

DATA SECURITY REQUIREMENTS

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

A. Personnel Controls

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

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

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

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

B. Technical Security Controls

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

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

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

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

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

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

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

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

8. Data Destruction. When no longer needed, all DBH PHI or PI must be wiped using the Gutmann or U.S. Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of DBH's Office of Information Technology.

9. System Timeout. The system providing access to DBH PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

10. Warning Banners. All systems providing access to DBH PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

11. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DBH PHI or PI, or which alters DBH PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DBH PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

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

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

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

C. Audit Controls

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

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

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

D. Business Continuity/Disaster Recovery Controls

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

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

E. Paper Document Controls

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

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

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

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

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

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

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