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SAN BERNARDINO COUNTY

Contract Number
20-369

SAP Number
4400013010

Department of Behavioral Health

Department Contract Representative	Tammi Phillips
Telephone Number	909-388-0860
Contractor	Vista Pacifica Enterprises, DBA Vista Pacifica Convalescent
Contractor Representative	Cheryl Jumonville
Telephone Number	951-682-4833
Contract Term	June 9, 2020 through June 30, 2025
Original Contract Amount	$1,551,250 Aggregate Total
Amendment Amount	
Total Contract Amount	$1,551,250 Aggregate Total
Cost Center	4100001753

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and Vista Pacifica Enterprises DBA Vista Pacifica Convalescent referenced above, hereinafter called Contractor.

IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH:

WHEREAS, the County desires to purchase and Contractor desires to provide Skilled Nursing Facility specializing in dementia-related care secondary to behavioral health and medical conditions, 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 June 9, 2020 through June 30, 2025, inclusive.

Aggregate Maximum Obligation:
TOTAL AGGREGATE MAXIMUM OBLIGATION: $1,551,250

Basis for Reimbursement:
Fee – For – Service

Current Payment/Reimbursement Rate:

County Authorized Level A	$70.00 per day
County Authorized Level B	$140.00 per day
County Authorized Level C	$180.00 per day
Bed-hold	First seven days of a bed hold will be covered by the State. DBH Program Manager II or designee will evaluate the need of a bed hold on a case by case basis and if approved, DBH Program Manager II or designee will sigh the Room Reserve Request to Extend Bed-hold Form (**Attachment IV**) which will cover the bed at the $209.77 per day or the current DHCS rate.
Room Reserve	DBH Program Manager II or designee will evaluate the need of a room reserve on a case by case basis and if approved, DBH Program Manager II or designee will sign the Room Reserve Request to Hold Bed Form (**Attachment IV**) at the rate of $218.12 per day.

**Addendum I describes the differences between the designated levels.*

Notices to County and Contractor:

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

CONTRACTOR:
Vista Pacifica Enterprises DBA Vista Pacifica Convalescent
3674 Pacific Avenue
Riverside, CA 92509
(951) 682-4833

PROGRAM SITE:
Vista Pacifica Convalescent
3662 Pacific Avenue
Riverside, CA 92509
(951) 682-4833

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 "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, Schedules 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, Schedules and/or Attachments conflicts with the basic Agreement, then information in the Addenda, Schedules and/or Attachments shall take precedence to the extent permitted by law.

B. Contractor shall provide beds within a Skilled Nursing Facility (SNF) specializing in dementia-related care secondary to behavioral health and medical conditions. They will be serving consumers with a serious behavioral health condition who additionally have critical medical concerns, and whose needs require a locked setting for their psychiatric and medical care. Services shall be provided in accordance with applicable provisions of law and Addendum I.

C. Limitations on Moral Grounds

1. Contractor shall not be required to provide, reimburse for, or provide coverage of a counseling or referral service if the Contractor objects to the service on moral or religious grounds.

2. If Contractor elects not to provide, reimburse for, or provide coverage of a counseling or referral service because of an objection on moral or religious grounds, it must furnish information about the services it does not cover as follows:

   a. To DBH:

      i. After executing this Contract;

      ii. Whenever Contractor adopts the policy during the term of the Contract;

   b. Consistent with the provisions of 42 Code of Federal Regulations part 438.10:

      i. To potential beneficiaries before and during enrollment; and

      ii. To beneficiaries at least thirty (30) days prior to the effective date of the policy for any particular service.

D. Contractor is prohibited from offering Physician Incentive Plans, as defined in Title 42 CFR Sections 422.208 and 422.210, unless approved by DBH in advance that the Plan(s) complies with the regulations.

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

F. Data Collection and Performance Outcome Requirements

Contractor shall comply with all local, State, and Federal regulations regarding local, State, and Federal Performance Outcomes measurement requirements and participate in the outcomes measurement process, as required by the State and/or DBH.

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

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

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. DBH's client information system and, when available, its electronic health record system.
    b. Any other data or information collection system identified by DBH, the 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.
4. 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.
5. Data collection requirements may be modified or expanded according to local, State, and/or Federal requirements.
6. 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.

7. 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.

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

Contractor shall maintain adequate disaster response plans, including contingency preparation for continued patient care and transition; as well as continuous administrative practices, including patient treatment record access and maintenance. Plans must adhere to all licensure, state and federal requirements during a declared emergency. Contractor

may be required to provide proof of plans if/when requested by the DBH Office of Disaster and Safety, Director or designee Office of Disaster and Safety.

P. Collections Costs

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

Q. Damage to County 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.

R. 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. The Aggregate Maximum Obligation of San Bernardino County for services provided in accordance with all agreements for dementia-related care secondary to behavioral health and medical conditions during the term of this Agreement are as specified on the Referenced contract provisions of this Agreement. This specific Agreement with Contractor is only one of two agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the parties that reimbursement to Contractor will be only a fraction of this Aggregate Maximum with the appropriate authorization.

B. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State, County or Federal governments which may in any way affect the provisions or funding of this Agreement, including, but not limited to those contained in the Schedules A and B. This Agreement is also contingent upon sufficient funds being made available by State, County or Federal governments for the term of the Agreement. Funding is by fiscal year period July 1 through June 30. Costs and services are accounted for by fiscal

year. Any unspent fiscal year allocation does not roll over and is not available in future years. Each fiscal year period will be settled to Federal and/or State cost reporting accountability.

C. The maximum financial obligation of the County under this Agreement shall not exceed the sum referenced in the Schedules A and B. The maximum financial obligation is further limited by fiscal year, funding source and service modalities as delineated on the Schedules A and B. Contractor may not transfer funds between funding sources, modes of services, or exceed 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 Schedules A and B are budgetary guidelines. Contractor must adhere to the budget by funding outlined in the Schedule A of the Contract as well as track year-to-date expenditures. Contractor understands that costs incurred for services not listed or in excess of the funding in the Schedule A shall result in non-payment to Contractor for these costs.

D. Contractor agrees to renegotiate the dollar value of this Contract, at the option of the County, if the annualized projected units of service (minutes/hours of time/days) for any mode of service based on claims submitted through March of the operative fiscal year, is less than 90% of the projected minutes/hours of time/days for the modes of service as reported in the Schedules A and B.

E. If the annualized projected units of service (minutes/hours of time/days) for any mode of service, based on claims submitted through March of the operative fiscal year, is greater than/or equal to 110% of the projected units (minutes/hours of time/days) reported in the Schedules A and B, the County and Contractor agree to meet to discuss the feasibility of renegotiating this Agreement. Contractor must timely notify the County of Contractor's desire to meet.

F. 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.

G. A portion of the funding for these services includes Federal Funds. The Federal CFDA number(s) is (are) 98.958.

H. 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.

I. 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.

J. Contractor must establish and maintain effective internal controls over all funding awarded to Contractor by County to provide reasonable assurance that Contractor complies with Federal, State, and County statutes, regulations, and terms and conditions of the Contract.

K. The maximum financial obligation under this contract shall not exceed $1,551,250 for the contract term as referenced in Schedules A and B.

V. Provisional Payment

A. County shall reimburse Contractor, at the rates specified on Schedules A and B of this agreement; provided, however, the total of all payments to Contractor and other contract provider of skilled nursing care specializing in dementia-related care secondary to behavioral health and medical conditions shall not exceed County's Aggregate Maximum Obligation.

B. The Contractor agrees to collect the mandated base SNF bed rate from the Medi-Cal/ Medi-Care system as set forth by the State/Federal regulations, and the County will pay to Contractor a patch rate for equipment and transportation services as specified for consumers who have behavioral problems that require more specialized services and whose functioning level is too low to be maintained in a lower level of care. The SNF care levels will divide the available bed days under this Agreement for fiscal years (FY) 2019/20 through (FY) 24/25 accordingly:

1. **Level A**: $70.00 per day

2. **Level B**: $140.00 per day

3. **Level C**: $180.00 per day

4. **Bed-hold**: First seven days of a bed hold will be covered by the State. DBH Program Manager II or designee will evaluate the need of a bed hold on a case by case basis if approved, DBH Program Manager II or designee will sign the Room Reserve Request to Extend Bed-hold Form (**Attachment IV**) which will cover the bed at $209.77 per day or the current DHCS rate.

5. **Room Reserve** DBH Program Manager II or designee will evaluate the need of a room reserve on a case by case basis and if approved, DBH Program Manager II or designee will sign the Room Reserve Request to Hold Bed Form (**Attachment IV**) at $218.12 per day.

Care Levels A, B, C, Bed-hold and Room Reserve are further defined in Addendum I. Contract to be an aggregate across the entirety of the contract term, not an annual allocation. Therefore, not to exceed a total of $1,551,250 for the 5 year contract.

C. County may approve client absence from the Contractor's facility for hospital care or for therapeutic visits. County may also request Contractor to hold a vacant bed, for which Contractor shall be reimbursed the approved rate during the period of absence.

D. The minimum base reimbursement rate for the SNF beds corresponds to the base rate for SNF beds established by the State of California Department of Health Care Services (DHCS) for the beds in Santa Clara County. If DHCS modifies this base rate, reimbursement will be based on the new base bed rate, effective the date of the rate change established by DHCS. If DBH modifies the DHCS base bed rate, it must be approved in writing, by DBH Administration and Contractor. The reimbursement rate for any additional services remains the same for the duration of this Agreement regardless of any base SNF rate change.

E. County shall have responsibility to collect all SSI/SSP revenue due to each consumer. Contractor shall have the responsibility to collect all share of cost which the consumer is eligible to receive. Share of Costs include, but are not limited to:

1. Co-payments from Medi-Cal;
2. Medicare funds;
3. Insurance payments;
4. Private funds.

F. Contractor shall bill the County Project Liaison monthly in arrears on claim forms provided by County. All claims submitted should clearly reflect all required information specified regarding the services for which claims are made. Claims for Reimbursement shall be completed and forwarded to the County Project Liaison within 10 days after the close of the month in which services were rendered. Within a reasonable period of time following receipt of a complete and correct monthly claim, County shall make payment in accordance with the rates set out in the Payment Article, Paragraph A. and B.

G. County payments to Contractor for performance of eligible services hereunder are provisional until the completion of all settlement activities.

H. County's adjustments to provisional payments 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.

I. 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.

5. In the event that the denied claims cannot be corrected, and therefore the DHCS will not adjudicate and approve the denied claims, the County will recover the paid funds from Contractor's current invoice payment(s). DBH Fiscal recovers denied claim amounts at a minimum quarterly basis.

J. 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)].

K. All approved provisional rates, including new fiscal year rates and mid-year rate changes, will only be effective upon Fiscal Designee approval.

L. Contractor shall make its best effort to ensure that the proposed provisional reimbursement rates do not exceed the following: Contractor's published charges, Contractor's actual cost and the CCR.

M. Contractor shall maximize the Federal Financial Participation (FFP) reimbursement by claiming all possible Medi-Cal services and correcting denied services for resubmission, if applicable.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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).

S. 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.

T. Contractor shall have a written policy and procedures which outline the allocation of the 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.

U. Indirect cost rate claimed to DBH contracts cannot exceed fifteen percent (15%) of the Modified Total Direct Cost (MTDC) of the program unless Contractor can obtain a "Negotiated Indirect Cost Rates Agreement" from a cognizant agency responsible for negotiating and approving indirect cost rates for a nonprofit organization on behalf of all Federal agencies. All costs must be based on actual instead of estimated costs.

V. 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.

W. 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 on the Schedules A and B.

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, then recovery of such amount from Contractor will be deducted in its entirety from immediate future claim(s) until recovered in full.

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 costs for direct prevention and/or treatment services.

2. 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.

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 June 9, 2020 through June 30, 2025 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. Projected Medicare revenue to be collected during the Contract period is zero ($0), which is shown on Line 7 of the Schedule A. Contractor acknowledges that it is obligated to report all revenue received from any source, including Medicare revenue, in its monthly claim for reimbursement, pursuant to Provisional Payment Article, and in its cost report in accordance with Annual Cost Report Settlement Article.

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. If applicable, 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

If applicable, 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

If applicable, 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 DBH is notified of any complaints by recipients which may be filed with an agency other than DBH.

L. Notice of Adverse Benefit Determination Procedures

If applicable, 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 as applicable to San Bernardino County clients

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 five (5) 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. 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.

R. Travel

If applicable, 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.

S. 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.

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

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. To the extent there is a conflict between the provisions of this policy and any other policy Contractor is required to adhere to regarding discrimination, harassment and retaliation, Contractor shall adhere to those certain provisions in conflict with this policy.

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-seven (57) pages, Schedules, Addenda, and Attachments inclusive is the full and complete document describing the services to be rendered by Contractor to the County, including all covenants, conditions and benefits.

B. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this Agreement to be subscribed by the Clerk thereof, and Contractor has caused this Agreement to be subscribed on its behalf by its duly authorized officers, the day, month, and year first above written.

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

COUNTY OF SAN BERNARDINO

Curt Hagman, Chairman, Board of Supervisors

Dated: JUN 09 2020

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

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

By _____
Deputy

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

By ► Cheryl Jumonville
7BB435A1B5A0415...
(Authorized signature - sign in blue ink)

Name Cheryl Jumonville
(Print or type name of person signing contract)

Title President
(Print or Type)

Dated: 5/22/2020

Address 3674 Pacific Ave, Jurupa Valley, CA 92509
3674 Pacific Ave, Jurupa Valley, CA 92509

FOR COUNTY USE ONLY

Approved as to Legal Form
► Dawn Martin
Dawn Martin, Deputy County Counsel
Date 5/21/2020

Reviewed for Contract Compliance
► Natalie Kessee
Natalie Kessee, Contracts Manager
Date 5/26/2020

Reviewed/Approved by Department
► Veronica Kelley
Veronica Kelley, Director
Date 5/26/2020

DocuSign Envelope ID: BE6B61A3-0556-4CEF-8710-36E2C36AE71A

SCHEDULE A

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
NEGOTIATED RATE AMOUNT
PLANNING ESTIMATES
SCHEDULE A
Skilled Nursing Facility
FY 2020 - 2021
July 1, 2020 to June 30, 2021

Contractor Name: Vista Pacifica
Contract #:
Address: 3674 Pacific Avenue
Jurupa Valley, CA 92509
Legal Entity No.:
Provider No.

Prepared by: Lorraine Stevens
Title: Controller
Date Form Completed: 5/15/2020
REVISION DATE

100%	DISTRIBUTION			100.00%				TOTAL
LINE	MODE OF SERVICE			05				
#	SERVICE FUNCTION			30 (Level A,B,C)				
	EXPENSES							
1	SALARIES	-	-	-				-
2	BENEFITS	-	-	-				-
	TOTAL SALARIES AND BENEFITS	-	-	-	-	-	-	-
3	OPERATING EXPENSES			155,125				155,125
4	TOTAL EXPENSES (1+2+3)	-	-	155,125	-	-	-	155,125
	AGENCY REVENUES							
5	PATIENT FEES							-
6	PATIENT INSURANCE							-
7	MEDI-CARE							-
8	GRANTS/OTHER							-
9	TOTAL AGENCY REVENUES (5+6+7+8)	-	-	-	-	-	-	-
10	CONTRACT AMOUNT (4-9)	-	-	155,125	-	-	-	155,125
11	CONTRACT DAYS			183				183
12	CONTRACT MONTHS			12				12
13	NUMBER OF BEDS			5				5
14	TOTAL CLIENT DAYS (11 * 13)	-	-	913		-	-	913
15	ANNUAL AMOUNT PER BED (10 / 13)	-	-	31,025		-	-	
16	MONTHLY AMOUNT PER BED (15 / 12)	-	-	2,585	-	-	-	
17	DAILY AMOUNT PER BED (10 / 14)	-	-	170.00	-	-	-	
18	TOTAL MONTHLY AMOUNT (16 * 13)	-	-	12,927	-	-	-	12,927
19	TOTAL AMOUNT (11*13*17)	-	-	155,125	-	-	-	155,125
	FUNDING:							
17	MEDI-CAL							-
18	PATH							-
19	MHBG (SAMSHA)							-
20	MIOCR							-
21	MHSA							-
22	REALIGNMENT	-	-	155,125	-			155,125
23	OTHER:							-
	TOTAL FUNDING	-	-	155,125	-	-	-	155,125

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SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH

Schedule B **SCHEDULE "B" STAFFING DETAIL**

FY 2020 - 2021

July 1, 2020 to June 30, 2021 (12 months)

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

CONTRACTOR NAME: **Vista Pacifica**

Name	Degree/ License	Position Title	Full Time Annual Salary*	Full Time Fringe Benefits*	Total Full Time Salaries & Benefits*	% Time Spent on Contract Services	Total Salaries and Benefits Charged to Contract Services	Budgeted Units of Contract Services	Total Salaries Charged to Contract Services	Total Benefits Charged to Contract Services
					0		0		0	0
					0		0		0	0
					0		0		0	0

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SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B

FY 2020 - 2021

Contractor Name: **Vista Pacifica**

Address: **3674 Pacific Avenue**
Jurupa Valley, CA 92509

Prepared by: Lorraine Stevens
Title: Controller

Date Form Completed: 5/15/2020
Updated

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

July 1, 2020 to June 30, 2021

	ITEM	TOTAL ORGANIZATION COST	% CHARGE TO DBH	% CHARGE TO OTHER FUNDING SOURCE	TOTAL DBH COST
1	Neurobehavioral Services	$155,125	100.000%	0.00%	$155,125
2				100.00%	$0
3				100.00%	$0
4				100.00%	$0
5				100.00%	$0
6				100.00%	$0
7				100.00%	$0
8				100.00%	$0
9				100.00%	$0
10				100.00%	$0
11				100.00%	$0
SUBTOTAL B:		$155,125			$155,125
GROSS COSTS TOTAL A + B:		$155,125			$155,125

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SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
BUDGET NARRATIVE
FY 2020 - 2021

Contractor Name: **Vista Pacifica**

Address: **3674 Pacific Avenue**
Jurupa Valley, CA 92509

Prepared by: Lorraine Stevens
Title: Controller

Date Form Completed: 5/15/2020
Updated

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

July 1, 2020 to June 30, 2021

	ITEM	Justification of Cost
1	Neurobehavioral Services	For purposes of Cost Reporting, operating expenses for this contract are based on the percentage of revenue attributed to San Bern County.
2	0	
3	0	
4	0	
5	0	
6	0	
7	0	
8	0	
9	0	
10	0	
11	0	

DocuSign Envelope ID: BE6B61A3-0556-4CEF-8710-36E2C36AE71A

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
FY 2020 - 2021

Contractor Name: Vista Pacifica
Address: 3674 Pacific Avenue
Jurupa Valley, CA 92509
Prepared by: Lorraine Stevens
Date Form Completed: 5/15/2020
Updated

Client Service Projections for: July 1, 2020 to June 30, 2021

	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	TOTAL
Unduplicated Clients Served	5	5	5	5	5	5	5	5	5	5	5	5	5
Projected Bed Days	76	76	76	76	76	76	76	76	76	76	76	76	913

DocuSign Envelope ID: BE6B61A3-0556-4CEF-8710-36E2C36AE71A

SCHEDULE A

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
NEGOTIATED RATE AMOUNT
PLANNING ESTIMATES
SCHEDULE A
Skilled Nursing Facility
FY 2021 - 2022
July 1, 2021 to June 30, 2022

Contractor Name: Vista Pacifica
Contract #:
Address: 3674 Pacific Avenue
Jurupa Valley, CA 92509
Legal Entity No.:
Provider No.

Prepared by: Lorraine Stevens
Title: Controller
Date Form Completed: 5/15/2020
REVISION DATE

100%	DISTRIBUTION			100.00%				TOTAL
LINE	MODE OF SERVICE			05				
#	SERVICE FUNCTION			30 (Level A,B,C)				
	EXPENSES							
1	SALARIES	-	-	-				-
2	BENEFITS	-	-	-				-
	TOTAL SALARIES AND BENEFITS	-	-	-	-	-	-	-
3	OPERATING EXPENSES			155,125				155,125
4	TOTAL EXPENSES (1+2+3)	-	-	155,125	-	-	-	155,125
	AGENCY REVENUES							
5	PATIENT FEES							-
6	PATIENT INSURANCE							-
7	MEDI-CARE							-
8	GRANTS/OTHER							-
9	TOTAL AGENCY REVENUES (5+6+7+8)	-	-	-	-	-	-	-
10	CONTRACT AMOUNT (4-9)	-	-	155,125	-	-	-	155,125
11	CONTRACT DAYS			183				183
12	CONTRACT MONTHS			12				12
13	NUMBER OF BEDS			5				5
14	TOTAL CLIENT DAYS (11 * 13)	-	-	913		-	-	913
15	ANNUAL AMOUNT PER BED (10 / 13)	-	-	31,025		-	-	
16	MONTHLY AMOUNT PER BED (15 / 12)	-	-	2,585	-	-	-	
17	DAILY AMOUNT PER BED (10 / 14)	-	-	170.00	-	-	-	
18	TOTAL MONTHLY AMOUNT (16 * 13)	-	-	12,927	-	-	-	12,927
19	TOTAL AMOUNT (11*13*17)	-	-	155,125	-	-	-	155,125
	FUNDING:							
17	MEDI-CAL							-
18	PATH							-
19	MHBG (SAMSHA)							-
20	MIOCR							-
21	MHSA							-
22	REALIGNMENT	-	-	155,125	-			155,125
23	OTHER:							-
	TOTAL FUNDING	-	-	155,125	-	-	-	155,125

DocuSign Envelope ID: BE6B61A3-0556-4CEF-8710-36E2C36AE71A

SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH

Schedule B **SCHEDULE "B" STAFFING DETAIL**

FY 2021 - 2022

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

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

CONTRACTOR NAME: **Vista Pacifica**

Name	Degree/ License	Position Title	Full Time Annual Salary*	Full Time Fringe Benefits*	Total Full Time Salaries & Benefits*	% Time Spent on Contract Services	Total Salaries and Benefits Charged to Contract Services	Budgeted Units of Contract Services	Total Salaries Charged to Contract Services	Total Benefits Charged to Contract Services
					0		0		0	0
					0		0		0	0
					0		0		0	0
					0		0		0	0
					0		0		0	0
					0		0		0	0
					0		0		0	0
					0		0		0	0
					0		0		0	0
					0		0		0	0
					0		0		0	0
					0		0		0	0
					0		0		0	0
					0		0		0	0
					0		0		0	0
					0		0		0	0
					0		0		0	0
					0		0		0	0
					0		0		0	0
					0		0		0	0
					0		0		0	0
					0		0		0	0
					0		0		0	0
					0		0		0	0
					0		0		0	0
					0		0		0	0
					0		0		0	0
					0		0		0	0
									-	-

Total Program:	0	TOTAL COST:	0

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

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

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SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B

FY 2021 - 2022

Contractor Name: **Vista Pacifica**

Address: **3674 Pacific Avenue**
Jurupa Valley, CA 92509

Prepared by: Lorraine Stevens
Title: Controller

Date Form Completed: 5/15/2020
Updated

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

July 1, 2021 to June 30, 2022

	ITEM	TOTAL ORGANIZATION COST	% CHARGE TO DBH	% CHARGE TO OTHER FUNDING SOURCE	TOTAL DBH COST
1	Neurobehavioral Services	$155,125	100.000%	0.00%	$155,125
2				100.00%	$0
3				100.00%	$0
4				100.00%	$0
5				100.00%	$0
6				100.00%	$0
7				100.00%	$0
8				100.00%	$0
9				100.00%	$0
10				100.00%	$0
11				100.00%	$0
SUBTOTAL B:		$155,125			$155,125
GROSS COSTS TOTAL A + B:		$155,125			$155,125

DocuSign Envelope ID: BE6B61A3-0556-4CEF-8710-36E2C36AE71A

SCHEDULE B

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
BUDGET NARRATIVE
FY 2021 - 2022

Contractor Name: **Vista Pacifica**

Address: **3674 Pacific Avenue**
Jurupa Valley, CA 92509

Prepared by: Lorraine Stevens
Title: Controller

Date Form Completed: 5/15/2020
Updated

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

July 1, 2021 to June 30, 2022

	ITEM	Justification of Cost
1	Neurobehavioral Services	For purposes of Cost Reporting, operating expenses for this contract are based on the percentage of revenue attributed to San Bern County.
2	0	
3	0	
4	0	
5	0	
6	0	
7	0	
8	0	
9	0	
10	0	
11	0	

DocuSign Envelope ID: BE6B61A3-0556-4CEF-8710-36E2C36AE71A

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
FY 2021 - 2022

Contractor Name: Vista Pacifica
Address: 3674 Pacific Avenue
Jurupa Valley, CA 92509
Prepared by: Lorraine Stevens
Date Form Completed: 5/15/2020
Updated

Client Service Projections for: July 1, 2021 to June 30, 2022

	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	TOTAL
Unduplicated Clients Served	5	5	5	5	5	5	5	5	5	5	5	5	5
Projected Bed Days	76	76	76	76	76	76	76	76	76	76	76	76	913

DocuSign Envelope ID: BE6B61A3-0556-4CEF-8710-36E2C36AE71A

SCHEDULE A

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
NEGOTIATED RATE AMOUNT
PLANNING ESTIMATES
SCHEDULE A
Skilled Nursing Facility
FY 2022 - 2023
July 1, 2022 to June 30, 2023

Contractor Name: Vista Pacifica
Contract #:
Address: 3674 Pacific Avenue
Jurupa Valley, CA 92509
Legal Entity No.:
Provider No.

Prepared by: Lorraine Stevens
Title: Controller
Date Form Completed: 5/15/2020
REVISION DATE

100%	DISTRIBUTION			100.00%				TOTAL
LINE	MODE OF SERVICE			05				
#	SERVICE FUNCTION			30 (Level A,B,C)				
	EXPENSES							
1	SALARIES	-	-	-				-
2	BENEFITS	-	-	-				-
	TOTAL SALARIES AND BENEFITS	-	-	-	-	-	-	-
3	OPERATING EXPENSES			155,125				155,125
4	TOTAL EXPENSES (1+2+3)	-	-	155,125	-	-	-	155,125
	AGENCY REVENUES							
5	PATIENT FEES							-
6	PATIENT INSURANCE							-
7	MEDI-CARE							-
8	GRANTS/OTHER							-
9	TOTAL AGENCY REVENUES (5+6+7+8)	-	-	-	-	-	-	-
10	CONTRACT AMOUNT (4-9)	-	-	155,125	-	-	-	155,125
11	CONTRACT DAYS			183				183
12	CONTRACT MONTHS			12				12
13	NUMBER OF BEDS			5				5
14	TOTAL CLIENT DAYS (11 * 13)	-	-	913		-	-	913
15	ANNUAL AMOUNT PER BED (10 / 13)	-	-	31,025		-	-	
16	MONTHLY AMOUNT PER BED (15 / 12)	-	-	2,585	-	-	-	
17	DAILY AMOUNT PER BED (10 / 14)	-	-	170.00	-	-	-	
18	TOTAL MONTHLY AMOUNT (16 * 13)	-	-	12,927	-	-	-	12,927
19	TOTAL AMOUNT (11*13*17)	-	-	155,125	-	-	-	155,125
	FUNDING:							
17	MEDI-CAL							-
18	PATH							-
19	MHBG (SAMSHA)							-
20	MIOCR							-
21	MHSA							-
22	REALIGNMENT	-	-	155,125	-			155,125
23	OTHER:							-

DocuSign Envelope ID: BE6B61A3-0556-4CEF-8710-36E2C36AE71A

SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH

Schedule B

SCHEDULE "B" STAFFING DETAIL

FY 2022 - 2023

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

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

CONTRACTOR NAME: Vista Pacifica

Name	Degree/ License	Position Title	Full Time Annual Salary*	Full Time Fringe Benefits*	Total Full Time Salaries & Benefits*	% Time Spent on Contract Services	Total Salaries and Benefits Charged to Contract Services	Budgeted Units of Contract Services	Total Salaries Charged to Contract Services	Total Benefits Charged to Contract Services
					0		0		0	0
					0		0		0	0
					0		0		0	0

DocuSign Envelope ID: BE6B61A3-0556-4CEF-8710-36E2C36AE71A

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B

FY 2022 - 2023

Contractor Name: **Vista Pacifica**

Address: **3674 Pacific Avenue**
Jurupa Valley, CA 92509

Prepared by: Lorraine Stevens
Title: Controller

Date Form Completed: 5/15/2020
Updated

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

July 1, 2022 to June 30, 2023

	ITEM	TOTAL ORGANIZATION COST	% CHARGE TO DBH	% CHARGE TO OTHER FUNDING SOURCE	TOTAL DBH COST
1	Neurobehavioral Services	$155,125	100.000%	0.00%	$155,125
2				100.00%	$0
3				100.00%	$0
4				100.00%	$0
5				100.00%	$0
6				100.00%	$0
7				100.00%	$0
8				100.00%	$0
9				100.00%	$0
10				100.00%	$0
11				100.00%	$0
SUBTOTAL B:		$155,125			$155,125
GROSS COSTS TOTAL A + B:		$155,125			$155,125

DocuSign Envelope ID: BE6B61A3-0556-4CEF-8710-36E2C36AE71A

SCHEDULE B

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
BUDGET NARRATIVE
FY 2022 - 2023

Contractor Name: **Vista Pacifica**

Address: **3674 Pacific Avenue**
Jurupa Valley, CA 92509

Prepared by: Lorraine Stevens
Title: Controller

Date Form Completed: 5/15/2020
Updated

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

July 1, 2022 to June 30, 2023

	ITEM	Justification of Cost
1	Neurobehavioral Services	For purposes of Cost Reporting, operating expenses for this contract are based on the percentage of revenue attributed to San Bern County.
2	0	
3	0	
4	0	
5	0	
6	0	
7	0	
8	0	
9	0	
10	0	
11	0	

DocuSign Envelope ID: BE6B61A3-0556-4CEF-8710-36E2C36AE71A

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
FY 2022 - 2023

Contractor Name: Vista Pacifica
Address: 3674 Pacific Avenue
Jurupa Valley, CA 92509
Prepared by: Lorraine Stevens
Date Form Completed: 5/15/2020
Updated

Client Service Projections for: July 1, 2022 to June 30, 2023

	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	TOTAL
Unduplicated Clients Served	5	5	5	5	5	5	5	5	5	5	5	5	5
Projected Bed Days	76	76	76	76	76	76	76	76	76	76	76	76	913

DocuSign Envelope ID: BE6B61A3-0556-4CEF-8710-36E2C36AE71A

SCHEDULE A

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
NEGOTIATED RATE AMOUNT
PLANNING ESTIMATES
SCHEDULE A
Skilled Nursing Facility
FY 2023 - 2024
July 1, 2023 to June 30, 2024

Contractor Name: Vista Pacifica
Contract #:
Address: 3674 Pacific Avenue
Jurupa Valley, CA 92509
Legal Entity No.:
Provider No.

Prepared by: Lorraine Stevens
Title: Controller
Date Form Completed: 5/15/2020
REVISION DATE

100%	DISTRIBUTION			100.00%				TOTAL
LINE	MODE OF SERVICE			05				
#	SERVICE FUNCTION			30 (Level A,B,C)				
	EXPENSES							
1	SALARIES	-	-	-				-
2	BENEFITS	-	-	-				-
	TOTAL SALARIES AND BENEFITS	-	-	-	-	-	-	-
3	OPERATING EXPENSES			155,125				155,125
4	TOTAL EXPENSES (1+2+3)	-	-	155,125	-	-	-	155,125
	AGENCY REVENUES							
5	PATIENT FEES							-
6	PATIENT INSURANCE							-
7	MEDI-CARE							-
8	GRANTS/OTHER							-
9	TOTAL AGENCY REVENUES (5+6+7+8)	-	-	-	-	-	-	-
10	CONTRACT AMOUNT (4-9)	-	-	155,125	-	-	-	155,125
11	CONTRACT DAYS			183				183
12	CONTRACT MONTHS			12				12
13	NUMBER OF BEDS			5				5
14	TOTAL CLIENT DAYS (11 * 13)	-	-	913		-	-	913
15	ANNUAL AMOUNT PER BED (10 / 13)	-	-	31,025		-	-	
16	MONTHLY AMOUNT PER BED (15 / 12)	-	-	2,585	-	-	-	
17	DAILY AMOUNT PER BED (10 / 14)	-	-	170.00	-	-	-	
18	TOTAL MONTHLY AMOUNT (16 * 13)	-	-	12,927	-	-	-	12,927
19	TOTAL AMOUNT (11*13*17)	-	-	155,125	-	-	-	155,125
	FUNDING:							
17	MEDI-CAL							-
18	PATH							-
19	MHBG (SAMSHA)							-
20	MIOCR							-
21	MHSA							-
22	REALIGNMENT	-	-	155,125	-			155,125
23	OTHER:							-
	TOTAL FUNDING	-	-	155,125	-	-	-	155,125

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SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH

Schedule B **SCHEDULE "B" STAFFING DETAIL**

FY 2023 - 2024

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

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

CONTRACTOR NAME: **Vista Pacifica**

Name	Degree/ License	Position Title	Full Time Annual Salary*	Full Time Fringe Benefits*	Total Full Time Salaries & Benefits*	% Time Spent on Contract Services	Total Salaries and Benefits Charged to Contract Services	Budgeted Units of Contract Services	Total Salaries Charged to Contract Services	Total Benefits Charged to Contract Services
					0		0		0	0
					0		0		0	0
					0		0		0	0

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SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B

FY 2023 - 2024

Contractor Name: **Vista Pacifica**

Address: **3674 Pacific Avenue**
Jurupa Valley, CA 92509

Prepared by: Lorraine Stevens
Title: Controller

Date Form Completed: 5/15/2020
Updated

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

July 1, 2023 to June 30, 2024

	ITEM	TOTAL ORGANIZATION COST	% CHARGE TO DBH	% CHARGE TO OTHER FUNDING SOURCE	TOTAL DBH COST
1	Neurobehavioral Services	$155,125	100.000%	0.00%	$155,125
2				100.00%	$0
3				100.00%	$0
4				100.00%	$0
5				100.00%	$0
6				100.00%	$0
7				100.00%	$0
8				100.00%	$0
9				100.00%	$0
10				100.00%	$0
11				100.00%	$0
SUBTOTAL B:		$155,125			$155,125
GROSS COSTS TOTAL A + B:		$155,125			$155,125

DocuSign Envelope ID: BE6B61A3-0556-4CEF-8710-36E2C36AE71A

SCHEDULE B

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
BUDGET NARRATIVE
FY 2023 - 2024

Contractor Name: **Vista Pacifica**

Address: **3674 Pacific Avenue**
Jurupa Valley, CA 92509

Prepared by: Lorraine Stevens
Title: Controller

Date Form Completed: 5/15/2020
Updated

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

July 1, 2023 to June 30, 2024

	ITEM	Justification of Cost
1	Neurobehavioral Services	For purposes of Cost Reporting, operating expenses for this contract are based on the percentage of revenue attributed to San Bern County.
2	0	
3	0	
4	0	
5	0	
6	0	
7	0	
8	0	
9	0	
10	0	
11	0	

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SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
FY 2023 - 2024

Contractor Name: Vista Pacifica
Address: 3674 Pacific Avenue
Jurupa Valley, CA 92509
Prepared by: Lorraine Stevens
Date Form Completed: 5/15/2020
Updated

Client Service Projections for: July 1, 2023 to June 30, 2024

	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	TOTAL
Unduplicated Clients Served	5	5	5	5	5	5	5	5	5	5	5	5	5
Projected Bed Days	76	76	76	76	76	76	76	76	76	76	76	76	913

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SCHEDULE A

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
NEGOTIATED RATE AMOUNT
PLANNING ESTIMATES
SCHEDULE A
Skilled Nursing Facility
FY 2024 - 2025
July 1, 2024 to June 30, 2025

Contractor Name: Vista Pacifica
Contract #:
Address: 3674 Pacific Avenue
Jurupa Valley, CA 92509
Legal Entity No.:
Provider No.

Prepared by: Lorraine Stevens
Title: Controller
Date Form Completed: 5/15/2020
REVISION DATE

100%	DISTRIBUTION			100.00%				TOTAL
LINE	MODE OF SERVICE			05				
#	SERVICE FUNCTION			30 (Level A,B,C)				
	EXPENSES							
1	SALARIES	-	-	-				-
2	BENEFITS	-	-	-				-
	TOTAL SALARIES AND BENEFITS	-	-	-	-	-	-	-
3	OPERATING EXPENSES			155,125				155,125
4	TOTAL EXPENSES (1+2+3)	-	-	155,125	-	-	-	155,125
	AGENCY REVENUES							
5	PATIENT FEES							-
6	PATIENT INSURANCE							-
7	MEDI-CARE							-
8	GRANTS/OTHER							-
9	TOTAL AGENCY REVENUES (5+6+7+8)	-	-	-	-	-	-	-
10	CONTRACT AMOUNT (4-9)	-	-	155,125	-	-	-	155,125
11	CONTRACT DAYS			183				183
12	CONTRACT MONTHS			12				12
13	NUMBER OF BEDS			5				5
14	TOTAL CLIENT DAYS (11 * 13)	-	-	913		-	-	913
15	ANNUAL AMOUNT PER BED (10 / 13)	-	-	31,025		-	-	
16	MONTHLY AMOUNT PER BED (15 / 12)	-	-	2,585	-	-	-	
17	DAILY AMOUNT PER BED (10 / 14)	-	-	170.00	-	-	-	
18	TOTAL MONTHLY AMOUNT (16 * 13)	-	-	12,927	-	-	-	12,927
19	TOTAL AMOUNT (11*13*17)	-	-	155,125	-	-	-	155,125
	FUNDING:							
17	MEDI-CAL							-
18	PATH							-
19	MHBG (SAMSHA)							-
20	MIOCR							-
21	MHSA							-
22	REALIGNMENT	-	-	155,125	-			155,125
23	OTHER:							-
	TOTAL FUNDING	-	-	155,125	-	-	-	155,125

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SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH

Schedule B

SCHEDULE "B" STAFFING DETAIL

FY 2024 - 2025

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

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

CONTRACTOR NAME: Vista Pacifica

Name	Degree/ License	Position Title	Full Time Annual Salary*	Full Time Fringe Benefits*	Total Full Time Salaries & Benefits*	% Time Spent on Contract Services	Total Salaries and Benefits Charged to Contract Services	Budgeted Units of Contract Services	Total Salaries Charged to Contract Services	Total Benefits Charged to Contract Services
					0		0		0	0
					0		0		0	0
					0		0		0	0

SCHEDULE B

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B

FY 2024 - 2025

Contractor Name: **Vista Pacifica**

Address: **3674 Pacific Avenue**
Jurupa Valley, CA 92509

Prepared by: Lorraine Stevens
Title: Controller

Date Form Completed: 5/15/2020
Updated

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

July 1, 2024 to June 30, 2025

	ITEM	TOTAL ORGANIZATION COST	% CHARGE TO DBH	% CHARGE TO OTHER FUNDING SOURCE	TOTAL DBH COST
1	Neurobehavioral Services	$155,125	100.000%	0.00%	$155,125
2				100.00%	$0
3				100.00%	$0
4				100.00%	$0
5				100.00%	$0
6				100.00%	$0
7				100.00%	$0
8				100.00%	$0
9				100.00%	$0
10				100.00%	$0
11				100.00%	$0
SUBTOTAL B:		$155,125			$155,125
GROSS COSTS TOTAL A + B:		$155,125			$155,125

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

Contractor Name: **Vista Pacifica**

Address: **3674 Pacific Avenue**
Jurupa Valley, CA 92509

Prepared by: Lorraine Stevens
Title: Controller

Date Form Completed: 5/15/2020
Updated

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

July 1, 2024 to June 30, 2025

	ITEM	Justification of Cost
1	Neurobehavioral Services	For purposes of Cost Reporting, operating expenses for this contract are based on the percentage of revenue attributed to San Bern County.
2	0	
3	0	
4	0	
5	0	
6	0	
7	0	
8	0	
9	0	
10	0	
11	0	

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

Contractor Name: Vista Pacifica
Address: 3674 Pacific Avenue
Jurupa Valley, CA 92509
Prepared by: Lorraine Stevens
Date Form Completed: 5/15/2020
Updated

Client Service Projections for: July 1, 2024 to June 30, 2025

	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	TOTAL
Unduplicated Clients Served	5	5	5	5	5	5	5	5	5	5	5	5	5
Projected Bed Days	76	76	76	76	76	76	76	76	76	76	76	76	913

DocuSign Envelope ID: BE6B61A3-0556-4CEF-8710-36E2C36AE71A

ADDENDUM I

COUNTY OF SAN BERNARDINO
DEPARTMENT OF BEHAVIORAL HEALTH
Description of Program Services

SKILLED NURSING FACILITY (SNF)
PROGRAM FOR CONSUMERS AGES 18-Older
Vista Pacifica Enterprises

Corporate:	**Vista Pacifica Enterprises**
Address	**3674 Pacific Avenue**
	Riverside, CA 92509
Phone:	**(951) 682-4833**

Program Site:	**Vista Pacifica Convalescent**
Address	**3662 Pacific Avenue**
	Riverside, CA 92509
Phone:	**(951) 682-4833**

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

Mental health recovery, wellness, and discovery 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. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services will support the individual in accomplishing his/her desired results. Program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community, 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 mental health services.

It is believed that all clients can recover, even if that recovery is not complete. The recovery, wellness, and discovery approach involves collaborating with the client to facilitate hope and empowerment, with the goals of counteracting internal and external "stigma," improving self-esteem, encouraging client self-management of his/her life and making his/her own choices and decisions, re-integrating the client back into his/her community as a contributing member, and achieving a satisfying and fulfilling life.

Skilled Nursing Facilities (SNF) specialize in serving consumers with a serious behavioral health condition who additionally have critical medical concerns. These facilities are licensed to provide specialized services which include dementia care to consumers whose

needs require a locked setting for their psychiatric and medical care. The appropriate level of placement for consumers will be agreed to by the Contractor and DBH depending on the level of functioning. The DBH Centralized Hospital Aftercare Services (CHAS) Long Term Care Case Manager (LTC Case Manager) will conduct admissions, discharges and will approve the treatment to be provided each consumer. The Contractor will be required to establish "Discharge Groups" for all consumers admitted to the facility. The "Discharge Group" will include the LTC Case Manager, facility treatment staff, family members and any other organization representative(s) who can contribute information regarding consumer's needs.

II. PERSON TO BE SERVED - ADMISSION CRITERIA

A. Consumer must be a San Bernardino County resident.

B. Consumer must be 18 years of age and older.

C. Consumer's legal status will be public or private conservatorship, or voluntary.

D. Consumer will have a financial status of SSI/Medi-Cal, SSI/Medi-Cal pending, Medi-Cal HMO or private pay.

E. Consumer must meet target population criteria. The consumer's functioning level is too low to be maintained in a lower level of care. In addition, behaviors exhibited by consumers may include, but are not limited to, one or more of the following:

1. Behavioral Problems

    a. Absent without leave (AWOL) Risk
    b. Verbal/physical acting out
    c. Episodes of yelling and screaming
    d. Withdrawn Behavior
    e. Wandering behavior due to confusion
    f. Resistive to treatment, including medication and program attendance
    g. History of severe suicidal ideations/suicide attempt or high risk thereof
    h. Gravely disabled
    i. Consumers who are acutely disturbed and do not meet Welfare and Institutions Code 5150 criteria.
    j. Consumers who are discharged from a State Hospital.

2. Medical Conditions

    a. Dementia-related disorders.
    b. Progressive neurological disorders.
    c. Non-compliance with medications.
    d. Motor retardation.
    e. Seizure disorders.
    f. Decubitus, all stages.
    g. Diabetic.

h. Feeding tube and/or oxygen tank.

F. Provider Adequacy (If Applicable)

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

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

III. THE CONTRACTOR SHALL

A. Be certified as a Skilled Nursing Facility, comply with the statutory and regulatory requirements of Title 22 and Omnibus Budget Reconciliation Act (OBRA) and meet and care for the medical and physical needs of the consumer.

B. Provide for admission capabilities from 8:00 a.m. through 10:00 p.m., Monday through Friday.

C. Evaluate all consumers referred who meet the target population criteria. Any referral that is denied must be reported to the LTC Case Manager within twenty-four hours. The basis for the denial is to be supported by Title 22 regulations prohibiting the consumer's acceptance into the facility. Consumers may come from State Hospitals, Veterans Hospital, county/private facilities, board and care facilities, and other facilities or sources as deemed appropriate by the LTC Case Manager. All referrals from the sources listed above must have prior approval by the DBH Clinic Supervisor, or designee prior to admission if DBH is to be the payment source at any time during the consumer's stay. At the time of admission, the Contractor's Administrator or designee and the LTC Case Manager will determine the level of care for services.

D. Provide up to five (5) beds for the appropriate Level of Care for the term of this agreement. Levels of Care is defined as:

1. **Level A:** Residents on this patch level require increased supervision and

resources from staff. They experience chronic mental health conditions with active delusions and hallucinations and/or mood swings and they are resistive to ADL care. Residents in this level of care receive psychiatry and psychology visits one time per month. This is listed as Service Function 30 (Basic) on Schedule A, Planning Estimates.

2. **Level B:** Residents on this patch level require frequent supervision and resources from multiple departments. They meet the requirements of Level A and, in addition, will experience unprovoked aggressive behavior, maladaptive behaviors that require frequent counseling and attention from direct care staff, periodic screaming or wandering behavior, severe psychosis which requires frequent redirection/counseling/behavior modification, and/or require constant redirection. Residents in this level of care receive psychiatry and psychology visits one time per month. This is listed as Service Function 30 on Schedule A, Planning Estimates.

3. **Level C:** Residents on this patch level require near constant supervision and resources from the facility because their behaviors make them a danger to themselves or others. They meet requirements of Level A and B and, in addition, will experience physically aggressive behavior that requires the use of 1:1 or Line of Sight to ensure safety, property destruction, extensive assistance with ADL cares, frequent falls, constant screaming or wandering behavior, suicidal behavior that requires the use of 1:1 or Line of Sight to ensure safety. Residents in this level of care receive psychiatry and psychology visits two time per month. This is listed as Service Function 30 on Schedule A, Planning Estimates.

4. **Bed Holds** First seven days of a bed hold will be covered by the State. DBH Program Manager II or designee will evaluate the need of a bed hold on a case by case basis and if approved, DBH Program Manager II or designee will sign the Room Reserve Request to Extend Bed Hold Form (**Attachment IV**) which will cover the bed at $209.77 per day or the current DHCS rate. Bed holds must be approved by the DBH Program Manager II or designee prior to bed reservation and billing.

5. **Room Reserve Rates:** Room reserve need will be evaluated by the DBH Program Manager II or designee on a case by case basis and if, approved will complete Room Reserve Request to Hold Bed Form (**Attachment IV**) covering the bed at $218.12 per day. Room reserve must be approved by the DBH Program Manager II or designee prior to bed reservation and billing.

E. Be responsible for all consumer valuables. Contractor will develop a procedure for safekeeping consumer valuables, which shall be approved by the LTC Case Manager, and will provide reasonable private storage space for each consumer's clothing and personal belongings. Contractor shall establish a Loss/Theft Policy that is to be approved in writing by the LTC Case Manager within 30 days of the

effective date of this Contract. In the event of a loss/theft, each incident will be recorded in accordance with the Policy. Contractor will be responsible for reimbursement or replacement of all items in the event of a loss/theft of items registered on the facility property/clothing list.

F. Provide sufficient furniture, fixtures, curtains, cabinets, beds and other items specified by State Title 22 & OBRA Regulations for IMD facilities.

G. Provide housekeeping and grounds maintenance services for the facility as specified by State Regulations for Skilled Nursing Facilities. Develop and maintain a system to correct physical plant deficiencies and maintain well-groomed landscaping and house appearance.

H. Work cooperatively with County staff and any other County Contractors to facilitate case management/placement services to consumers, as necessary to move them to lower levels of care. Provide appropriate office space for County staff and other County Contractors to interview consumers at the facility.

I. Provide psychiatrist time and services regarding conservatorship issues. This includes the filing of annual conservatorship re-establishment court documents and/or Lanterman Petris Short (LPS) Conservatorship Court appearances and testimony as requested by the DBH. Provide medical and psychiatric records as required for all Court appearances. Assist consumers requesting release in completing the standard request for release form (writ).

J. Ensure that treatment and support staff participates in specialized continuing education training related to serving the patient population.

K. Comply with all Consumer Rights regulations as defined by the Welfare and Institutions Codes, and other state/federal regulations.

L. Notify LTC Case Manager if a consumer is AWOL or leaves Against Medical Advice (AMA) from Contractor's facility. Contractor shall notify DBH within **2** hours by phone/fax/e-mail and within **24** hours using the **"Out-of-Facility Report"** form provided by staff. If a consumer is scheduled to be out of the facility for a therapeutic visit or hospital treatment, Contractor for shall notify DBH within 2 hours by phone/fax/e-mail and within 24 hours using the **"Scheduled Out-of-Facility Report"** form provided by staff.

M. Contractor will notify DBH within 24 hours by phone/fax/e-mail and within 3 business days complete and submit an **" Facility Incident Report"** if any consumer is involved in an incident at the facility.

N. The DBH LTC Team and contractor staff will work collaboratively with the resident to develop goals that transition the resident to the least restrictive level of care.

O. Provide and pay for all non-emergency, non-psychotropic medication for all consumers, i.e. routine house supplied medication, as specified in Title 22 of the California Code of Regulations.

P. 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 multi-dose vials are dated and initialed when opened.
6. A drug log is maintained to ensure Contractor disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with State and Federal laws.
7. Policies and procedures are in place for dispensing, administering and storing medications.

Q. Shall notify the LTC Case Manager and assigned Public Guardian in writing within 8 hours when a Federal/State/Other Agency investigator/inspector notifies or enters the facility to complete an investigation regarding an incident with a San Bernardino County consumer, or inspection or audit of any type in the facility. A copy of the written report shall be submitted to the LTC Case Manager within **5** days of receipt of the written report.

R. Obtain prior written approval from the client's Public Guardian for securing of needed ancillary services above the basic allocation amount for consumers referred under this Agreement (See Attachment III).

S. Coordinate and assist all voluntary consumers in the application process for SSI/Medi-Cal benefits within 10 days of admission. This includes providing medical records necessary for making application to the Department of Social Services and the Social Security Administration.

Make recommendations to any private conservator regarding the need to file for any State and Federal benefits on behalf of the conservatee. Such recommendations shall be consistent with the legal powers granted to the private conservator in accordance with the Welfare and Institutions Code.

In the event that Medi-Cal/Medicare is denied, County will cover the cost of basic facility charges, all ancillary charges, including medications, provided that Contractor presents to County the Medi-Cal/Medicare denial notice within 10 days

of receipt of the notice. Contractor will submit a request for payment in a form acceptable to the County. (See Attachment III)

T. As set forth in Provisional Payment Article, collect from private conservators any share of costs or SSI/SSP benefits for the placement and ancillary services as defined by the Welfare and Institutions Codes. The DBH will pay the negotiated bed rate less the patient's share of cost, SSI/SSP, VA benefits or other income.

U. Take necessary steps to accurately monitor and report changes of any private providers (i.e. psychiatrists and/or psychologists) who bill DBH for Medi-Cal ancillary services. This includes (1) insuring that all care providers are credentialed and qualified to provide services for San Bernardino County consumers, and 2) notifying the DBH Clinic Supervisor or designee within 48 hours of any change in staff, case assignments or transfer of cases from one provider to another. In the event that DBH's Managed Care ACCESS Unit denies payment to a private provider due to improper notification or services provided by unauthorized/unqualified staff, payment to the private provider will be the Contractor's responsibility.

V. Submit a monthly statistical report by the 3rd working day of each month that includes: consumer name, date of birth, Social Security number, Medi-Cal number, admission date and if applicable, date of discharge. This report is to be sent directly to the DBH - Centralized Hospital Aftercare Services/Fiscal Clerk, 850 E. Foothill Blvd., Suite E130, Rialto, CA 92376.

W. Coordination of Care

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].

IV. INPATIENT HOSPITALIZATION

The DBH shall do the following for all consumers referred from Arrowhead Regional Medical Center (ARMC) Behavioral Health, Fee for Service Acute Facilities, State Hospitals and other IMDs prior to admission to the Contractor's facility:

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A. Conduct pre-admission screening and financial assessment.

B. Attempt to secure Medi-Cal Proof of Eligibility (POE) and financial and legal papers when consumer is receiving benefits.

C. Monitor the Contractor to ensure compliance with program goals and objectives, during the program review.

D. Ensure that consumer records support consumer days and services reported to DBH.

E. Provide case management, placement, and admission, discharge and after care services, which include evaluation and assessment of all consumers prior to admission for psychological, medical and financial appropriateness.

V. DISCHARGE CRITERIA

The Federal Government and the State of California mandate that San Bernardino County DBH place consumers in the least restrictive level of care possible. Therefore, once a consumer is placed in a Skilled Nursing Facility, the consumer will be worked through the program as quickly as possible. Determination regarding when a consumer will be moved to lower level of care will be made by the DBH, Clinic staff and/or Contractor, in consultation and coordination, per specified criteria contained in this section. The final decision to move a consumer to a lower level of care will be the decision of the LTC Case Manager.

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

A. Provide discharged consumers with all medication and necessary equipment, (e.g. insulin syringes) which the facility has on hand prescribed for that consumer or with enough medication to last the consumer until his/her first outpatient medication appointment.

B. Coordinate a discharge plan with the LTC Case Manager for patients who are released from LPS Conservatorships. The facility will insure an arranged discharge plan that includes minimally a two-week supply of medications. Under doctor's orders, these medications will be provided to qualified persons acting in the behalf of the patient. These include possibly the patient's family, professional care provider or LTC Case Manager.

C. Take appropriate steps to avoid readmission of DBH consumers to an acute level of psychiatric care.

1. Facility psychiatrist will be on call for as needed (PRN) medication or medication changes.

2. Facility staff will provide crisis intervention.

3. Consult LTC Case Manager.

D. The following is a list of discharge criteria.

1. Court ordered discharges.
2. Discharges requested by either the Public or Private conservator.
3. Discharge requested by a voluntary consumer.
4. Discharges that the LTC Case Manager deems appropriate for one or more of, but not limited to, the following reasons:

   a. Consumer is compliant with medication regimen.
   b. Consumer is able to discuss and is involved in the formulation of discharge plans.
   c. Consumer is accepting of outpatient treatment.
   d. Consumer's level of psychosis or behavior will not hinder consumer's ability to function at a lower level of care.
   e. Consumer has been in treatment in the facility for 3 months or more and has little potential for continued progress, and/or is resistive to treatment at this level of care, and/or treatment and needs can be provided at a lower of care.
   f. Consumer is in need of a higher level of care.

VI. PERFORMANCE OUTCOMES

A. Performance-Based Criteria: DBH shall evaluate Contractor on process and outcomes criteria related to program and operational measures indicative of quality mental health services. These criteria are consistent with DBH's System wide Performance Outcomes Framework.

1. The process-based criteria which shall be achieved are as follows:

Provide timely access to appropriate level of care	
Goals	**Key Outcomes**
Provide timely access to appropriate level of care	Timely access to the appropriate level of care based on the consumer's current level of functioning.
N/A	The consumer's current level of functioning is considered in the context of their history and diagnosis in determining the most appropriate location of referral in the continuum of care.

2. The outcomes-based criteria which shall be achieved are as follows:

Provide effective services	
Goals	**Key Outcomes**
Provide effective services	Services are continually review and revised as needed
	Improved functioning

ATTACHMENT I

ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS

Contractor Vista Pacifica Enterprises 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.

Cheryl Jumonville

Printed name of authorized official

DocuSigned by:
Cheryl Jumonville
7BB435A1B5A0415...

Signature of authorized official

5/22/2020

Date

ATTACHMENT II

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.

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ATTACHMENT III

SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH

REQUEST FOR PAYMENT OF ANCILLARY COSTS

(Only for consumers whose benefits have been denied)

Consumer Name: _____ Case # _____

Facility _____

Amount Requested: _____

Reason: _____

_____

_____ _____

Requested by **Phone No.** Date

_____ _____

DBH Case Manager Date

Justification (List each type of service and cost for which you are requesting payment) ____

_____

_____

_____

_____ _____

Clinic Supervisor Date

_____ _____

Program Manager Date

_____ _____

All requests for reimbursements require attached Medicare and Medi-Cal denial letters to be submitted along with this form:

San Bernardino County
Department of Behavioral Health
ADULT CONTINUING CARE PROGRAM
Clinic Supervisor
850 E. Foothill Blvd., Suite F 105
Rialto, CA 92376 (909) 421-9495

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Confidential Patient Information – W&I 5328

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ATTACHMENT IV

Vista Pacifica Convalescent

Room Reserve Request to Extend Bedhold

Under the Medi-Cal program, Vista Pacifica provides bed-holds of up to seven days when a resident is transferred for hospitalization or therapeutic leave.

In the event that the resident exceeds the seven day bed-hold, the resident / representative may request a room reserve which will hold the bed until the resident is ready to return to the facility or alternate arrangements are made.

REQUEST / AUTHORIZATION FOR ROOM RESERVE:

( ) Telephone Notification ( ) Email Notification ( ) In-Person Notification ( ) Fax Notification

Request / Authorization for the room reserve was made on (date) _____ by _____ (if not resident, indicate relationship.)

Notification given by: _____
(Vista Pacifica Representative)

RESPONSE FROM RESIDENT / REPRESENTATIVE:

Room Reserve is authorized for (dates): _____ through _____

Daily Room Reserve Rate: $_____ (Medi-Cal Bed-hold Rate)

Resident's Name: _____

Vista Pacifica Center – Facility Rep. **(PRINT)**	Responsible Party or Designee **(PRINT)**
Vista Pacifica Center – Facility Rep. **(SIGNATURE)**	Responsible Party or Designee **(SIGNATURE)**
DATE	DATE

N \My Documents\Database\Center\Center Room Reserve Request 5 12 2016