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SAN BERNARDINO COUNTY

Contract Number

16-525 A-2

SAP Number

Department of Behavioral Health

Department Contract Representative	Bishoy Bestawros
Telephone Number	(909) 388-0856
Contractor	ChildNet Youth and Family Services, Inc.
Contractor Representative	Kathy Hughes
Telephone Number	(562) 498-5549
Contract Term	July 1, 2016 through June 30, 2021
Original Aggregate Contract Amount	$13,835,620
Amendment Amount	$3,958,905
Total Aggregate Contract Amount	$17,794,525
Cost Center	9207081000

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and ChildNet Youth and Family Services, Inc. referenced above, hereinafter called Contractor.

IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH:

IN THAT CERTAIN **Contract No. 16-525** by and between the County of San Bernardino, a political subdivision of the State of California, and Contractor for Foster Family Agency Mental Health Services, which Contract first became effective July 1, 2016, the following changes are hereby made and agreed to, effective July 1, 2020:

I. AGGREGATE FISCAL PROVISIONS, is hereby amended to read as follows:

AGGREGATE FISCAL PROVISIONS

Term: July 1, 2016 through June 30, 2021, in accordance with Article VI. Funding and Article V Payment.

Aggregate Maximum Obligation:

Fiscal Year 2016-17			$2,958,905
Fiscal Year 2017-18			$2,958,905
Fiscal Year 2018-19	Mode 05 $1,000,000	Mode 15 $2,958,905	$3,958,905
Fiscal Year 2019-20	Mode 05 $1,000,000	Mode 15 $2,958,905	$3,958,905
Fiscal Year 2020-21	Mode 05 $1,000,000	Mode 15 $2,958,905	$3,958,905

TOTAL AGGREGATE MAXIMUM OBLIGATION:

$2,958,905 per Fiscal Year for 2016-17 and 2017-18
$3,958,905 per Fiscal Year for 2018-19, 2019-20 and 2020-21

Basis for Reimbursement:
The most recent Cost Report or County Contract Rate (CCR) or Provider Target rate, whichever is lower, shall prevail.

Basis for Final Reimbursement
See Article VII, Paragraph E.

Notices to County and Contractor:

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

CONTRACTOR: ChildNet Youth and Family Services, Inc.
1950 Market St.
Riverside, CA 92501

II. ARTICLE III. Performance, paragraphs M through S are hereby renumbered as paragraphs N through T and paragraph M is hereby added to read as follows:

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.

III. ARTICLE IV. Funding and Budgetary Restrictions, paragraphs B and C, are hereby amended to read as follows:

B. The maximum financial obligation of the County under this Agreement shall not exceed the sum referenced in the Schedules A and B. The maximum financial obligation is further limited by fiscal year, funding source and service modalities as delineated on the Schedules A and B. Contractor may not transfer funds between funding sources, modes of services, or exceed 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.

2. It is understood between the parties that the Schedules A and B are budgetary guidelines. Contractor must adhere to the budget by funding outlined in the Schedule A of the Contract as well as track year-to-date expenditures. Contractor understands that costs incurred for services not listed or in excess of the funding in the Schedule A shall result in non-payment to Contractor for these costs.

C. 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.

IV. ARTICLE V. Provisional Payment, paragraphs A, C.2, C.4, E, G, J, Q and R are hereby amended to read as follows:

A. During the term of this Agreement, the County shall reimburse Contractor in arrears for eligible expenditures provided under this Agreement and in accordance with the terms. County payments to Contractor for performance of eligible services hereunder are provisional until the completion of all settlement activities.

C. All expenses claimed to DBH must be specifically related to the contract. After fiscal review and approval of the billing or invoice, County shall provisionally reimburse Contractor, subject to the limitations and conditions specified in this Agreement, in accordance with the following:

2. Reimbursement for Outreach, Education and Support services (Modes 45 and 60) provided by Contractor will be at net cost.

4. Reimbursement for mental health services claimed and billed through the DBH treatment claims processing information system will utilize provisional rates.

E. Monthly payments for Short-Doyle Medi-Cal services will be based on actual units of time (minutes, hours, or days) reported on Charge Data Invoices claimed to the State times the provisional rates in the DBH claiming system. The provisional rates will be reviewed at least once a year throughout the life of the Contract and shall closely approximate final actual cost per unit rates for allowable costs as reported in the year-end cost report. All approved provisional rates will be superseded by actual cost per unit rate as calculated during the cost report cost settlement. In the event of a conflict between the provisional rates set forth in the most recent cost report and those contained in the Schedules A and B, the rates set forth in the most recent cost report or County Contract Rate (CCR), whichever is lower, shall prevail.

1. In accordance with WIC 14705 (c) Contractor shall ensure compliance with all requirements necessary for Medi-Cal reimbursement.

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

J. Pending a final settlement between the parties based upon the post Contract audit, it is agreed that the parties shall make preliminary settlement within one hundred twenty (120) days of the fiscal year or upon termination of this Agreement as described in the Annual Cost Report Settlement Article.

Q. Contractor shall have a written policy and procedures which outline the allocation of direct and indirect costs. These policies and procedures should follow the guidelines set forth in the Uniform Grant Guidance, Cost Principles and Audit Requirements for Federal Awards. Calculation of allocation rates must be based on actual data (total direct cost, labor costs, labor hours, etc.) from current fiscal year. If current data is not available, the most recent data may be used. Contractor shall acquire actual data necessary for indirect costs allocation purpose. Estimated costs must be reconciled to actual cost. Contractor must notify DBH in writing if the indirect cost rate changes.

R. As applicable, for Federal Funded Program, Contactor shall charge the County program a de Minimis ten percent (10%) of the Modified Total Direct Cost (MTDC) as indirect cost. If Contractor has obtained a "Federal Agency Acceptance of Negotiated Indirect Cost Rates", the contractor must also obtain concurrence in writing from DBH of such rate.

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

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

V. ARTICLE VII. Annual Cost Report Settlement, paragraphs C, D and E are hereby amended to read as follows:

C. These cost reports shall be the basis upon which both a preliminary and a final settlement will be made between the parties to this Agreement. In the event of termination of this Contract by Contractor pursuant to Duration and Termination Article, Paragraph C, the preliminary settlement will be based upon the most updated State Medi-Cal approvals and County claims information.

1. Upon initiation and instruction by the State, County will perform the Short-Doyle/Medi-Cal Cost Report Reconciliation and Settlement with Contractor.

   a. Such reconciliation and settlement will be subject to the terms and conditions of this Agreement and any other applicable State and/or Federal statutes, regulations, policies, procedures, and/or other requirements pertaining to cost reporting and settlements for Title XIX and/or Title XXI and other applicable Federal and/or State programs.

2. Contractor shall submit an annual cost report for a preliminary cost settlement. This cost report shall be submitted no later than sixty (60) days after the end of the fiscal year and it shall be based upon the actual minutes/hours/days which have been approved by DHCS up to the preliminary submission period as reported by DBH.

3. Contractor shall submit a reconciled cost report for a final settlement. The reconciled cost report shall be submitted approximately eighteen (18) months after the fiscal year-end. The eighteen (18) month timeline is an approximation as the final reconciliation process is initiated by the DHCS. The reconciliation process allows Contractor to add additional approved Medi-Cal units and reduce disallowed or denied units that have been corrected and approved subsequent to the initial cost report submission. Contractors are not permitted to increase total services or cost during this reconciliation process.

4. Each Annual Cost Report shall be prepared by Contractor in accordance with the Centers for Medicare and Medicaid Services' Publications #15-1 and #15-02; "The Providers Reimbursement Manual Parts 1 and 2;" the State Cost and Financial Reporting Systems (CFRS) Instruction Manual; and any other written guidelines that shall be provided to Contractor at the Cost Report Training, to be conducted by County on or before October 15 of the fiscal year for which the annual cost report is to be prepared.

   a. Attendance by Contractor at the County's Cost Report Training is mandatory.

   b. Failure by Contractor to attend the Cost Report Training shall be considered a breach of this Agreement.

5. Failure by Contractor to submit an annual cost report within the specified date set by the County shall constitute a breach of this Agreement. In addition to, and without limiting, any other remedy available to the County for such a breach, the County may, at its option, withhold any monetary settlements due Contractor until the cost report(s) is (are) complete.

6. Only the Director or designee may make exception to the requirement set forth in the Annual Cost Report Settlement Article, Paragraph A above, by providing Contractor written notice of the extension of the due date.

7. If Contractor does not submit the required cost report(s) when due and therefore no costs have been reported, the County may, at its option, request full payment of all funds paid Contractor under Provisional Payment Article of this Agreement. Contractor shall reimburse the full amount of all payments made by the County to Contractor within a period of time to be determined by the Director or designee.

8. No claims for reimbursement will be accepted by the County after the cost report is submitted by the contractor. The total costs reported on the cost report must match the total of all the claims submitted to DBH by Contractor as of the end of the fiscal year which includes revised and/or final claims. Any variances between the total costs reported in the cost report and fiscal year claimed costs must be justified during the cost report process in order to be considered allowable.

9. Annual Cost Report Reconciliation Settlement shall be subject to the limitations contained in this Agreement but not limited to:

   a. Available Match Funds

   b. Actual submitted and approved claims to those third-parties providing funds in support of specific funded programs.

D. As part of its annual cost report settlement, County shall identify any amounts due to Contractor by the County or due from Contractor to the County.

1. Upon issuance of the County's annual cost report settlement, Contractor may, within fourteen (14) business days, submit a written request to the County for review of the annual cost report settlement.

2. Upon 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.

VI. ARTICLE XIII Duration and Termination paragraph A, is hereby amended to read as follows:

A. The term of this Agreement shall be from July 1, 2016 through June 30, 2021 inclusive.

VII. ARTICLE XXI. Laws and Regulations, paragraph F.2.j. is hereby renumbered as paragraph F.2.k and paragraph F.2.j. is hereby added to read as follows:

F.2.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.

VIII. ARTICLE XXIX Subcontractor Status, paragraph A.6., is hereby added to read as follows:

A.6. A budget sheet outlining how the subcontracting agency will spend the allocation.

IX. ARTICLE XXXI Indemnification and Insurance paragraph K.5., is hereby amended to read as follows:

K.5. Cyber Liability Insurance

Cyber Liability Insurance with limits of not less than $1,000,000 for each occurrence or event with an annual aggregate of $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.

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

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 23 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

ChildNet Youth and Family Services, Inc.
(Print or type name of corporation, company, contractor, etc.)

By Kathy Hughes
(Authorized signature - sign in blue ink)

Name Kathy Hughes
(Print or type name of person signing contract)

Title President/CEO
(Print or Type)

Dated: 6/3/2020

Address 4155 Outer Traffic Circle
Long Beach, CA 90804
4155 Outer Traffic Circle
Long Beach, CA 90804

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Dawn Martin	► Natalie Kessee	► Veronica Kelley
Dawn Martin, Deputy County Counsel	Natalie Kessee, Contracts Manager	Veronica Kelley, Director
Date 6/2/2020	Date 6/3/2020	Date 6/3/2020