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SAN BERNARDINO COUNTY

Contract Number

17-334 A-3

SAP Number
4400002874 – Total Contract
4400014424 – CFS Aggregate

Department of Behavioral Health

Department Contract Representative	Jose Sandoval
Telephone Number	(909)383-3978
Contractor	Inland Behavioral and Health Services, Inc.
Contractor Representative	Dr. Temetry Lindsey
Telephone Number	909-881-6146
Contract Term	July 1, 2017 – June 30, 2021
Original Contract Amount	$1,011,570
Amendment Amount	$337,190
Total Contract Amount	$1,348,760
Total Aggregate Amount – For Clients referred by CFS	$891,352
Cost Center	1018501000

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

IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH:
IN THAT CERTAIN **Contract No. 17-334** by and between the County of San Bernardino, a political subdivision of the State of California, and Contractor for the provision of Substance Use Disorder Services Outpatient Treatment and Intensive Outpatient Treatment Services, which contract first became effective July 1, 2017, the entire contract is hereby amended as follows, effective July 1, 2020:

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I. Definition of Terminology

A. Wherever in this document and in any attachments hereto, the terms "Contract" and/or "Agreement" are used to describe the conditions and covenants incumbent upon the parties hereto, these terms are interchangeable.

B. The terms beneficiary, client, consumer, customer, participant, or patient are used interchangeably throughout this document and refers to the individual(s) receiving services.

C. Definition of May, Shall and Should. Whenever in this document the words "may," "shall" and "should" are used, the following definitions shall apply: "may" is permissive; "shall" is mandatory; and "should" means desirable.

D. The term "Contractor" means a person or company that undertakes a contract to provide materials or labor to perform a service or do a job.

E. The term County refers to San Bernardino County in which the Contractor physically provides covered substance use disorder treatment services.

F. 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.

G. The term Department of Behavioral Health refers to the department under state law that provides mental health and/or substance use disorder treatment and prevention services to San Bernardino County residents. In order to maintain a continuum of care, DBH operates or contracts for the provision of 24-hour residential treatment, non-medical withdrawal management (detoxification) services, Outpatient Treatment services, Intensive Outpatient Treatment (IOT), case management, recovery centers and crisis and referral services. Community services are provided in all major County metropolitan areas and are readily accessible to County residents.

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

I. 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).

J. The term "SUDRS" refers to the San Bernardino County Department of Behavioral Health, Substance Use Disorder and Recovery Services.

K. The term "unit of service" refers to:

1. For case management, intensive outpatient treatment, outpatient services, Naltrexone treatment services, and recovery services contact with a beneficiary in 15-minute increments on a calendar day.

2. For additional medication assisted treatment, physician services that includes ordering, prescribing, administering, and monitoring of all medications for substance use disorders per visit or in 15-minute increments.

3. For narcotic treatment program services, a calendar month of treatment services provided pursuant to this section and Chapter 4 commencing with 9 CCR § 10000.

4. For physician consultation services, consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists in 15-minute increments.

5. For residential services, providing 24-hour daily service, per beneficiary, per bed rate.

6. For withdrawal management per beneficiary per visit/daily unit of service.

L. With respect to substance use disorder treatment services, a unit of service includes staff time spent conducting client visits, collateral visits, and group treatment sessions. Other services, including time spent staffing client charts and documenting treatment sessions in the charts, should be included in the Contractor's cost of the unit of service.

M. The term "group counseling session," per Medi-Cal regulations, means face-to-face contacts in which one or more therapists or counselors treat two (2) or more clients at the same time with a maximum of twelve (12) in the group, lasting 90 minutes focusing on the needs of the individuals served. Group counseling sessions are for treatment. Charting the group session is not included in the 90 minute group counseling session. A beneficiary that is 17 years of age or younger shall not participate in group counseling with any participants who are 18 years of age or older. However, a beneficiary who is 17 years of age or younger may participate in group counseling with participants who are 18 years of age or older when the counseling is at a provider's certified school site.

N. The term "individual counseling session" means a face-to-face meeting with a therapist or counselor with one (1) individual. Individual counseling sessions are for treatment. Time spent charting is not included within the individual counseling session. Services provided in-person, by telephone, or by telehealth qualify as Medi-Cal reimbursable units of service and are reimbursed without distinction.

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 the 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. Recovery 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 substance use disorder. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services shall 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. Recovery programs by design may employ credentialed personnel and/or others with expert knowledge and experience in the substance use disorder treatment and recovery field.

B. 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, and all memos, letters, or instruction given by the Director and/or Program Manager II or designee in the provision of any and all Substance Use Disorder programs. 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.

C. 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 and as outlined in the California Outcomes Measurement System (CalOMS). For Mental Health Services Act (MHSA) programs, Contractor agrees to meet the goals and intention of the program as indicated in the related MHSA Component Plan and most recent update.

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

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

1. Contractor must collect, manage, maintain and update client, service and episode data as well as staffing data required for local, State and Federal reporting.

2. Contractor shall provide information by entering or uploading required data into:

   a. County's billing and transactional database system.

   b. DBH's client information system and, when available, its electronic health record system.

   c. Individualized data collection applications as specified by DBH.

   d. Any other data or information collection system identified by DBH, the MHSOAC, OSHPD or DHCS.

3. Contractor shall comply with all requirements regarding paper or online forms:

   a. Bi-Annual Client Perception Surveys (paper-based): twice annually, or as designated by DHCS. Contractor shall collect consumer perception data for clients served by the programs. The data to be collected includes, but not limited to, the client's perceptions of the quality and results of services provided by the Contractor.

   b. Client preferred language survey (paper-based), if requested by DBH.

   c. Intermittent services outcomes surveys.

   d. Surveys associated with services and/or evidence-based practices and programs intended to measure strategy program, component, or system level outcomes and/or implementation fidelity.

4. Data must be entered, submitted and/or updated in a timely manner for:

   a. All FSP and non-FSP clients: this typically means that client, episode and service-related data shall be entered into the County's billing and transactional database system.

   b. All service, program, and survey data will be provided in accordance with all DBH established timelines.

5. Contractor will ensure that data are consistent with DBH's specified operational definitions, that data are in the required format, that data is correct and complete at time of data entry, and that databases are updated when information changes.

6. Data collection requirements may be modified or expanded according to local, State, and/or Federal requirements.

7. Contractor shall submit, monthly, its own analyses of the data collected for the prior month, demonstrating how well the contracted services or functions provided satisfied the intent of the Contract, and indicating, where appropriate, changes in operations that will improve adherence to the intent of the Contract. The format for this reporting will be provided by DBH.

8. Independent research involving clients shall not be conducted without the prior written approval of the Director of DBH. Any approved research must follow the guidelines in the DBH Research Policy.

   Note: Independent research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalized 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.

D. 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 and per 42 C.F.R. § 2.53 Audit and Evaluation.

Contractor shall make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Drug Medi-Cal enrollees, Drug 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 the Contractor on probationary status, as referenced in the Probationary Status Article, should the 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 as indicated in 42 Code of Federal Regulations (CFR) section 438.416, and the data, information and documentation specified in 42 CFR sections 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten (10) years from the term end date of this Contract or until such time as the matter under audit or investigation has been resolved. Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

Contractor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Contractor shall ensure and oversee the existence of reasonable internal control over fiscal records and financial reporting.

Records, should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents.

Contractor shall permit DBH and the State access and inspection of electronic or print books and records, access to physical facilities, and access and ability to interview employees. Failure to permit access for inspection and/or ability to interview is a breach of this Contract and sufficient basis to terminate for cause or default.

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 the 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 the Contractor.

E. Notwithstanding any other provision of this Agreement, the County may withhold all payments due to the Contractor, if the 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.

F. 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.

G. 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 Cultural and Linguistically Appropriate Service (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 provide DBH with cultural 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 medically necessary specialty 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 the Contractor's efforts towards cultural and linguistic competency, DBH shall provide the following:

    i. Technical assistance to the Contractor regarding cultural competency implementation.

    ii. Demographic information to the 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 clinical 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 the Contractor in translating mental health and substance use disorder 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 to demonstrate documented capacity to offer services in threshold language or contracted interpretation and translation.

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.

f. Contractor agrees to provide culturally competent services. Contractor shall ensue its policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations. Contractor shall ensure translation services are available for beneficiaries, as needed.

H. Access by Public Transportation

Contractor shall ensure that services provided are accessible by transportation.

I. 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. The 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.

J. Disaster Response

1. In the event that a local, State, or Federal emergency is proclaimed within San Bernardino County, Contractor shall cooperate with the County in the implementation of the DBH Disaster Response Plan. This may include deployment of Contractor staff to provide services in the community, in and around county areas under mutual aid contracts, in shelters and/or other designated areas.

2. Contractor shall provide the DBH Disaster Coordinator with a roster of key administrative and response personnel including after-hours phone numbers, pagers, and/or cell phone numbers to be used in the event of a regional

emergency or local disaster. These numbers will be kept current by quarterly reports to the County by Contractor. The County shall keep such information confidential and not release other than to authorized County personnel or as otherwise required by law.

3. Contractor shall ensure that, within three months from the Contract effective date, at least twenty-five percent (25%) of Contractor's permanent direct service staff participates in a disaster response orientation and training provided by the County or County's designee.

4. Said twenty-five percent (25%) of designated Contractor permanent direct service staff shall complete the following disaster trainings as prerequisites to the DBH-live trainings held annually, which are available online on the Federal Emergency Management Agency (FEMA) website at https://training.fema.gov/is/crslist.aspx:

   a. IS: 100

   b. IS: 200

   c. IS: 700

   d. IS: 800

5. The County agrees to reimburse Contractor for all necessary and reasonable expenses incurred as a result of participating in the County's disaster response at the request of County. Any reasonable and allowable expenses above the Contract maximum will be subject to negotiations.

6. Contractor shall provide DBH with the key administrative and response personnel including after-hours phone numbers, pagers, and/or cell phone numbers to be used in the event of a regional emergency or local disaster. Updated reports are due fourteen (14) days after the close of each quarter. Please send updated reports to:

Office of Disaster and Safety

303 E. Vanderbilt Way

San Bernardino, CA 92415

safety@dbh.sbcounty.gov

K. 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.

L. 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.

M. 2-1-1 Registration

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

N. Damage to County Property, Facilities, Buildings, or Grounds (If Applicable)

Contractor shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Contractor shall notify DBH within two (2) business days when such damage has occurred. All repairs or replacements must be approved by the County in writing, prior to the Contractor's commencement of repairs or replacement of reported damaged items. Such repairs shall be made as soon as possible after Contractor receives written approval from DBH but no later than thirty (30) days after the DBH approval.

O. If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, for such repairs shall repay all costs incurred by the County, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County.

P. 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.

Q. All services performed by the Contractor, regardless of funding, shall be entered into the County's billing and transactional database system no later than the seventh (7th) day of the following month. Reports will be run by DBH Fiscal after this date and the reports will be used for payment of services.

R. Drug and Treatment Access Report

Contractor shall comply with all State regulations regarding the Drug and Treatment Access Report (DATAR) requirements and participate in the DATAR process, as required by the State, which includes, but is not limited to, enrollment in DHCS's web-based DATAR program for submission of data, accessible on the DHCS website upon execution of this contract.

Contractor shall complete the monthly DATAR reporting requirements, in an electronic copy format, no later than the fifth (5th) day of the following month for the prior month's services and demographic information.

Should the Contractor experience system or service failure or other extraordinary circumstances that affect its ability to timely submit a monthly DATAR report, Contractor shall immediately, but no later than three (3) days before the submission deadline, report the problem to DBH in writing. Contractor shall include in the notice a corrective action plan that is subject to review and approval by DBH and DHCS. Contractor acknowledges if the problem is not resolved in the determined grace period, which cannot exceed sixty (60) days, non-DMC payments may be withheld. Contractor acknowledges the State may assess penalties to the County or directly to the Contractor to which the Contractor is responsible for payment if the County or Contractor is found to be non-compliant with DATAR requirements.

IV. Funding

A. This Agreement is contingent upon sufficient funds being made available by Federal, State, and/or County 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 may not roll over and may not be available in future years. Any unspent allocation by Fiscal Year may, upon County review and approval, be available within the contract term. Each fiscal year period is settled to Federal and/or State cost reporting accountability.

B. The maximum financial obligation of the County under this Agreement shall not exceed the sum referenced in the Schedules A and B. The maximum financial obligation is further limited by fiscal year, funding source and service modalities as delineated on the Schedules A and B. Contractor may not transfer funds between funding sources or modes of services, or go over 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 categorical 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 categorical funding in the Schedule A shall result in non-payment to Contractor for these costs.

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

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

E. County will take into consideration requests for changes to Contract funding, within the existing contracted amount. All requests must be submitted in writing by Contractor to DBH Fiscal no later than March 1 for the operative fiscal year.

F. A portion of the funding for these services includes Federal Funds. The Federal CFDA numbers are 93.959 and 93.778.

G. In the event of a reduction of the County's allocation of Federal, State or County funding for substance use disorder programs, the Contractor agrees to accept a reduction in funding under this Contract to be determined by the County.

H. Contractor shall maximize the Federal Financial Participation (FFP) reimbursement by claiming all possible Medi-Cal services. Therefore, Contractor must determine on a monthly basis, client eligibility for or entitlement to any and all of the funding used by the County for services to pay for services under the terms and conditions of this Contract. Contractor shall then bill County for those services based on client eligibility or entitlement. Failure to verify eligibility or comply with all program and funding requirements will result in non-payment of services.

1. The County may not be responsible for beneficiaries that do not reside within County boundaries and do not meet eligibility.

I. If client eligibility for a categorical funding is found by the County to be different than eligibility determined by Contractor, County's determination of eligibility will be used to reimburse Contractor for said services. Additionally, no payment will be made for identified services if it is determined that Contractor is out of compliance with program and funding requirements.

J. Contractor Prohibited From Redirections of Contracted Funds:

1. Funds under this Agreement are provided for the delivery of SUD 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.

K. The contract amendment amount of $337,190 shall increase the total contract amount from $1,011,570 to $1,348,760 for the contract term. Separately, there is an additional aggregate funding amount of $891,352 that may be applied (but not necessarily ensured) for any client referred from San Bernardino County Children and Family Services.

L. The Schedules A and B will be submitted to, and approved by, the Director or designee at a later date.

V. Limitation on Use of Funds

A. Contractor agrees that no part of any federal funds provided under this Contract shall be used to support lobbying activities to influence proposed or pending Federal or State legislation or appropriations.

B. Contractor shall not use any state or federal funds to provide direct, immediate or substantial support to any religious activity.

C. No funds made available through this Contract shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

D. None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substance Act (21USC 812).

VI. Provisional Payment

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

B. County's adjustments to reimbursements to Contractor will be based upon State adjudication of Medi-Cal claims, contractual limitations of this Agreement, annual cost report, application of various County, State and/or Federal reimbursement limitations, application of any County, State and/or Federal policies, procedures and regulations and/or County, State or Federal audits, all of which take precedence over monthly claim reimbursement.

C. After fiscal review and approval of the billing or invoice, County shall reimburse Contractor, subject to the limitations and conditions specified in this Agreement, in accordance with the following:

1. The County will reimburse Contractor based upon Contractor's submitted and approved claims for rendered services/activities subject to claim adjustments.

2. Reimbursement for SUD services claimed and billed through the DBH treatment claims processing information system will utilize provisional rates to be settled based on actual cost.

3. County will provide Contractor a year-to-date Medi-Cal denied claims report on a monthly basis. It is the responsibility of Contractor to make any necessary corrections to the denied services and notify the County. The County will resubmit the corrected services to DHCS for adjudication.

4. In the event that the denied claims cannot be corrected, and therefore the State DHCS will not approve the denied claims, the County may recover the paid funds from Contractor's current invoice payment.

D. Contractor shall bill the County monthly in arrears for services provided by Contractor on claim forms provided by DBH. All claims submitted shall clearly reflect all required information specified regarding the services for which claims are made. Contractor shall submit the organizations' general ledger with each monthly claim. Each claim shall reflect any and all payments made to Contractor by, or on behalf of patients. Claims for reimbursement shall be completed and forwarded to DBH within ten (10) days after the close of the month in which services were rendered. Following receipt of a complete and correct monthly claim, the County shall make payment within a reasonable period. Payment, for any mode of service covered hereunder, shall be limited as noted.

E. If applicable, no single monthly payment shall exceed one-twelfth (1/12) of the maximum allocations for the mode of service unless there have been payments of less than one-twelfth (1/12) of such amount for any prior month of the Agreement. To the extent that there have been such lesser payments, then the remaining amount(s) may be used to pay monthly services claims which exceed one-twelfth (1/12) of the maximum for that mode of service.

F. In order for the County to properly report accurate expenditures to the State at the end of the fiscal year, Contractor must have the final Claim for Reimbursement Report to the County within 30 (thirty) days following the end of the fiscal year.

G. Contractor shall make its best effort to ensure that the proposed provisional reimbursement rates do not exceed the Contractor's actual cost.

H. Reportable revenues are fees paid by persons receiving services or fees paid on behalf of such persons by the Federal Government, by the California Medical Assistance Program (set forth commencing with Section 14000 of the Welfare and Institutions Code) and by other public or private sources.

I. Total revenue collected pursuant to this Agreement from fees collected for services rendered and/or claims for reimbursement from the County shall not exceed the cost of services delivered by the Contractor. In no instance will the Contractor be reimbursed more than the actual net cost of delivering services under this Contract.

J. Contractor shall input Charge Data Invoices (CDI's) into the County's billing and transactional database system by the seventh (7th) day of the month for the previous month's services. Contractor will be paid based on Drug Medi-Cal claimed services in the County's billing and transactional database system for the previous month. Services

cannot be billed by the County to the State until they are input into the County's billing and transactional database system.

1. In order to properly reimburse Contractor for eligible monthly services, service data entry must be entered in the month of service. Failure to enter current data may result in delay of payment or non-payment.

K. Contractor shall accept all payments from the 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 the County required to process EFT payments.

L. 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 USC 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.

M. 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).

N. 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.

O. 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 and contractor must notify DBH in writing if the indirect cost rate changes.

P. As applicable, for Federal Funded Programs, Contractor shall charge the County program a de Minimis ten percent (10%) of the Modified Total Direct Cost (MTDC) as indirect cost unless Contractor has obtained a "Negotiated Indirect Cost Rates Agreement" from a cognizant agency responsible for negotiating and approving indirect cost rate for non-profit organizations on behalf of all Federal agencies.

For non-Federal funded programs, the County will take into consideration the program requirements and contractor's documented Indirect Cost-Rate as applicable.

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 (F&A) costs. All costs must be based on actual instead of estimated costs.

Q. Contractor shall not request additional payments and acknowledges payment for services covered under this contract can only be made to the Contractor, no other network provider or agency.

VII. Electronic Signatures

A. The State has established the requirements for electronic signatures in electronic health record systems. DBH has sole discretion to authorize contractors to use e-signatures as applicable. If a contractor desires to use e-signatures in the performance of this Contract, the Contractor shall:

1. 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
2. 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.
3. 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.
4. Once final, the DBH Compliance will send a second formal letter with the DBH Director's approval and a copy of fully executed E-Signature Agreement will be sent to the Contractor.
5. DBH reserves the right to change or update the e-signature requirements as the governing State Agenc(ies) modifies requirements.
6. DBH reserves the right to terminate e-signature authorization at will and/or should the contract agency fail to uphold the requirements.

B. DBH reserves the right to change or update the e-signature requirements as the governing State agency(ies) modifies requirements.

C. DBH reserves the right to terminate e-signature authorization at will and/or should the contract agency fail to uphold the requirements.

VIII. Cost Report Settlement

A. Section 14124.24 (g) of the Welfare and Institutions Code (WIC) and Section 11852.5 (e) of the Health and Safety Code (HSC) requires contractors to submit accurate and complete cost reports for the previous fiscal year. Contractor shall provide DBH with a complete and correct statement of annual costs in order for the County to complete State Cost Report not later than forty-five (45) days at the end of each fiscal year and not later than forty-five (45) days after the expiration date or termination of this Contract, unless otherwise notified by the County.

B. The Cost Report is a multiyear process consisting of a preliminary, interim, and final settlement, and is subject to audit by DHCS.

C. These cost reports shall be the basis upon which the County reports to the State costs for all services provided.

1. Contractor is required to identify where the cost was incurred by expenditure for the fiscal year.

2. 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 the fiscal year claimed costs must be justified, by contractor, during the cost report process. Approval will be at the discretion of the County.

D. Notwithstanding Final Settlement: Audit Article, Paragraph F, the County shall have the option:

1. To withhold payment, or any portion thereof, pending outcome of a termination audit to be conducted by the County;

2. To withhold any sums due Contractor as a result of a termination audit or similar determination regarding Contractor's indebtedness to the County and to offset such withholdings as to any indebtedness to the County.

E. 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; or

2. Maximum Contract amount.

F. In the event Contractor fails to complete the cost report(s) when due, the County may, at its option, withhold current payments or any monetary settlements due Contractor until the cost report(s) is (are) complete.

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

H. 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 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.

I. The Final Claim for Reimbursement is due 30 days from end of fiscal year (refer to Payment Article, Paragraph C). Therefore, no claim for reimbursement will be accepted by the County thereafter and should not be included in the cost report.

IX. Fiscal Award Monitoring

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

B. Contractor agrees to furnish duly authorized representatives from the County and the State access to patient/client records, in accordance with 42 CFR §2.53 and per CFR Part 200 Title 2, Subpart F § 200.508, 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 ensure County or State representative signs an Oath of Confidentiality/confidentiality statement when requesting access to any patient records. Contractor will retain said statement for its records.

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

X. Final Settlement: Audit

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

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

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

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

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

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

F. In the event, a post Contract audit finds that Contractor is out of compliance in supporting client eligibility requirements for any categorical funding, including Drug Medi-Cal, the services will be deemed unallowable.

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

1. Payment of total.

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

H. 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.

I. 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.

XI. Single Audit Requirement

A. 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:

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

2. 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.

3. 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.

4. 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.

5. 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:

   a. Financial statements and schedule of expenditures of Federal awards.

   b. Summary schedule of prior audit findings.

   c. Auditor's report(s).

   d. 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.

6. 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:

   a. 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.

   b. 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.

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

8. 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.

9. Audit work papers shall be made available upon request to the County and/or the State, and copies shall be made as reasonable and necessary.

XII. Special Reports

Contractor agrees to submit reports as stipulated by the Director or designee to the address listed below:

Department of Behavioral Health
Substance Use Disorder and Recovery Services Administration
621 E. Carnegie Drive, #210
San Bernardino, CA 92415

XIII. 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.

C. DBH will notify the Contractor within 30 days in the event of any new and/or changes to laws and/or regulations. The Contract Agreement will remain in effect for the duration of this Agreement unless modified through a written notification from the County.

XIV. 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.

XV. Duration and Termination

A. The term of this Agreement shall be from July 1, 2017 through June 30, 2021 inclusive. The County may, but is not obligated to, extend awarded contract(s) for up to one additional one-year periods contingent on the availability of funds and Contractor performance.

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 the 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.

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.

XVI. 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.

XVII. State Monitoring

A. Contractor agrees and acknowledges that DHCS shall conduct Postservice Postpayment and Postservice Prepayment (PSPP) Utilization Reviews of DMC Contractors to determine whether the DMC services were provided in accordance with

this agreement. DHCS shall issue the PSPP report to DBH with a copy to DMC Contractor.

B. DHCS shall recover payments made if subsequent investigation uncovers evidence that the claim(s) should not have been paid, DMC-ODS services have been improperly utilized, and requirements were not met.

C. All deficiencies identified by PSPP reports, whether or not a recovery of funds results, shall be corrected and the subcontractor that provided the services shall submit a DBH-approved corrective action plan (CAP) to DBH within 60 days of the date of the PSPP report.

XVIII. Patient/Client Billing

Contractor shall exercise diligence in billing and collecting fees, including the billing of other health insurance if applicable, from patients for services under this Agreement prior to utilizing County funding. Contractor agrees to cure transaction errors or deficiencies identified by the State or County.

A. Substance Use Disorder Programs

Client fees shall be charged for treatment services provided under the provisions of this Agreement based upon the client's financial ability to pay for service. Fees charged shall approximate estimated actual cost of providing services, and no person shall be excluded from receiving services based solely on lack of financial ability to make payment toward the cost of providing services.

B. Fees

The Director or designee shall approve the Contractor's fee assessment system, which shall describe how the Contractor charges fees and which must take into consideration the client's income and expenses. The fee system shall be in writing and shall be a matter of public record. In establishing fees to clients, a fee system shall be used which conforms to the following guidelines and criteria as prescribed in Section 11852.5 of the California Health and Safety Code:

1. The fee system shall be equitable.
2. The fee charged shall not exceed the actual cost of providing services.
3. The fee system shall consider the client's income and expenses.
4. The fee system shall be approved by the Director or designee.
5. To ensure an audit trail, Contractor shall maintain the following records:
    a. Fee assessment schedules and collection records.
    b. Documents in each client's file showing client's income and expenses, and how each was considered in determining fees.

C. Other Insurance Billing

Contractor must bill other health insurance companies and collect share of cost if client has been identified as having such in accordance with the State DMC billing manual and other

applicable regulations, policies and procedures. Failure to follow said policies and procedures for billing may result in non-payment of services.

D. Liability for Payment

Contractor shall not hold beneficiaries liable for any of the following:

1. Contractor's debt, in the event of the entity's insolvency.
2. Covered services provided to the beneficiary, for which:
    a. The Contractor is not reimbursed for services or
    b. The Contractor does not pay an individual health care provider or health care agency for services furnished pursuant to a contractual, referral or other arrangement.

E. Cost Sharing

Any cost sharing imposed on the beneficiaries shall be in accordance with Chapter 42 of the Code of Federal Regulations, Sections 447.50 through 447.82.

XIX. Personnel

A. Contractor shall furnish such qualified professional personnel prescribed by Title 9 of the California Code of Regulations as are required for the types of services Contractor shall perform, which services are described in such Addenda as may be attached hereto and/or in all memos, letters, or instruction given by the Director and/or Program Manager II or designee in the provision of any and all Substance Use Disorder programs. This includes any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program. Contractor shall ensure requirements set forth in DHCS' Certification Standards, including Personnel Practices, are followed.

B. Contractor shall ensure the Staff Master is updated regularly for each service provider with the current employment and license/certification/registration 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).

C. 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.

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 detailed information regarding its contract agencies and behavioral health care providers, at least monthly.

E. Contractor shall ensure its staff and contracted employees are not located outside of the United States when rendering services (telehealth or telephone) as neither the County nor State will reimburse for services.

F. Contractor shall work collaboratively with the County to ensure all network providers are enrolled with DHCS as Medi-Cal providers.

G. 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 CA 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.

H. 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) to ensure providers and Contractor administrative staff are not excluded and confirm provider eligibility. See the Licensing and Certification section of this Contract regarding exclusion checks requirements.

I. 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.

J. 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.

K. 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.

L. 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.**

XX. 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. Non-compliance with this section of the contract by the Contractor requires DBH evaluate the current contract and may affect renewals or extensions.

E. Contractor shall provide the County with written disclosure of any prohibited affiliation under this section of the contract by the Contractor or any of its subcontractors.

F. 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.

XXI. 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 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)].

C. 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.

D. Contractor shall comply with applicable provisions of the:

1. California Code of Regulations, Title 9, Division 4, Chapter 8 and Title 22, Sections 51341.1, 51490.1, 51516.1 and 51000 et. seq.;
2. California Business and Professions Code, Division 2;
3. California Health and Safety Code, Division 10.5, Part 2, Chapter 7.5;
4. Code of Federal Regulations, Title 21, Part 1300, et. seq. and Title 42, Part 8;
5. Drug Medi-Cal Certification Standards for Substance Abuse Clinics;
6. Standards for Drug Treatment Programs.

E. Contractor shall comply with the United States Department of Health and Human Services, Office of Inspector General (OIG) requirements related to eligibility for participation in Federal and State health care programs as set forth in Executive Order 12549; Social Security Act, 42 U.S. Code, Section 1128 and 1320 a-7; Title 42 CFR, Parts 1001 and 1002, et al; and Welfare and Institutions Code, Section 14043.6 and 14123.

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, and physicians for eligibility against the United States General Services Administration's System for Award Management (SAM) and the OIG's List of Excluded Individuals/Entities (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 of contract start date and then no less than once a month thereafter.

   a. SAM can be accessed at http://www.sam.gov/SAM/

   b. LEIE can be accessed at http://oig.hhs.gov/exclusions/index.asp

3. If the Contractor receives Drug Medi-Cal reimbursement, Contractor shall review the organization and all its employees, subcontractors, agents and physicians for eligibility against the California Department of Health Care Services Suspended and Ineligible Provider (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://files.medi-cal.ca.gov/pubsdoco/sandilanding.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 II**) 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 the County.

6. Contractor shall have a policy regarding prohibition of 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 the 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 the DHCS.

9. If a contractor subcontracts or employs an excluded party, DBH has the right to withhold payments, disallow costs, or issue a CAP, as appropriate pursuant to HSC Code 11817.8(h).

XXII. 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. Collect and maintain sufficient beneficiary encounter data to identify the rendering provider, the service and beneficiary.

D. Contractor shall make all collected data, such as beneficiary encounter data available to DBH and, upon request, to DHCS and/or CMS [42 C.F.R. § 438.242(b)(4)] in a HIPAA compliant and standardized format as instructed by DBH.

XXIII. Administrative Procedures

A. Contractor agrees to adhere to all applicable provisions of:

1. State Notices, and;

2. 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. Beneficiary Handbook

The Contractor shall utilize the DBH beneficiary handbook, and shall provide each beneficiary the DBH beneficiary handbook, within a reasonable time after receiving notice of the beneficiary's enrollment. The handbook serves as the summary of benefits and coverage described in 45 CFR § 147.200(a). Contractor shall provide the required information in this section to each beneficiary when first required to enroll in the Contractor's SUD program.

F. Consistency

For consistency in the information provided to beneficiaries, the Contractor shall use:

1. State and County developed definitions for managed care terminology, including appeal, emergency medical condition, emergency services, excluded services, grievance, health insurance, hospitalization, medically necessary, network, non-participating provider, physician services, plan, preauthorization, participating provider, prescription drugs, primary care physician, primary care provider, provider, rehabilitation services, and urgent care.

2. State and County developed beneficiary handbooks and beneficiary notices.

G. Credentialing and Re-Credentialing

Contractor shall adhere to DBH's credentialing and re-credentialing policy that addresses behavioral and substance use disorders.

H. Provider Directory

Contractor shall ensure that staff is knowledgeable of and compliant with State and DBH policy/procedure regarding DBH Provider Directories. Contractor agrees to demonstrate staff know how to access the DBH Provider Directory.

I. Beneficiary Rights and Protections

1. Contractor shall ensure staff is knowledgeable of and compliant with applicable federal and state laws and DBH policy/procedure pertaining to beneficiary rights by ensuring its employees and contracted providers observe and protect those rights, which include the following:
   a. Receive information regarding DBH's PIHP and plan in accordance with 42 CFR §438.10.
   b. Be treated with respect and with due consideration for his or her dignity and privacy.
   c. Receive information on available treatment options and alternatives, presented in a manner appropriate to the beneficiary's condition and ability to understand.
   d. Participate in decisions regarding his or her health care, including the right to refuse treatment.
   e. Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation, as specified in other Federal regulations on the use of restraints and seclusion.
   f. If the privacy rule, as set forth in 45 CFR parts 160 and 164 subparts A and E, applies, request and receive a copy of his or her medical records, and request that they be amended or corrected, as specified in 45 CFR § 164.524 and 164.526.
2. The Contractor shall ensure that its beneficiaries have the right to be furnished health care services in accordance with 42 CFR §§438.206 through 438.210.
3. The Contractor shall ensure that each beneficiary is free to exercise his or her rights, and that the exercise of those rights does not adversely affect the way DBH and its network providers treat the beneficiary.

J. Provider-Beneficiary Communications

Contractor acting within the lawful scope of practice may advise or advocate on behalf of a beneficiary who is his or her patient, for the following:

1. The beneficiary's health status, medical care, or treatment options, including any alternative treatment that may be self-administered.
2. Any information the beneficiary needs to decide among all relevant treatment options.

3. The risks, benefits, and consequences of treatment or non- treatment.

4. The beneficiary's right to participate in decisions regarding his or her health care, including the right to refuse treatment.

5. To express preferences about future treatment decisions.

K. Grievance and Appeals System

Contractor shall ensure staff is knowledgeable of and compliant with State law and DBH policy/procedure regarding beneficiary problem resolution, the grievance and appeal system, including timing, procedures, handling, resolution and notification, expedited resolution, recordkeeping, reversed appeal resolutions and continued benefits while appeals and state fair hearings are pending, in accordance with 42 CFR §§438.228, 438.402, 438.406, 438.408, 438.410, 438.416, 438.420, and 438.424.

L. Notice of Adverse Benefit Determination Procedures

Contractor shall ensure staff is knowledgeable of and compliant with State law and DBH policy/procedure regarding timely and adequate Notice of Adverse Benefit Determination (NOABD) as outlined in 42 CFR §§438.10, 438.210, 438.402, 438.404, 438.406.

M. 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.

N. State Notices shall take precedence in the event of conflict with the terms and conditions of this Agreement.

O. 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.

P. Network Adequacy Standards

Effective July 1, 2018, 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 geographic service area; and

   c. Details regarding the change and Contractor's plans to ensure beneficiaries continue to have access to adequate services and providers.

Q. Notification of Unusual Occurrences or Incident/Injury Reports

1. Contractor shall notify DBH, within twenty-four (24) hours or next business day, of any unusual incident(s) or event(s) that occur while providing services under this Contract, which may result in reputational harm to either the Contractor or the County. Notice shall be made to the assigned contract oversight DBH Program Manager with a follow-up call to the applicable Deputy Director.

2. Contractor shall submit a written report to DBH within three (3) business days of occurrence on DBH Unusual Occurrence/Incident Report form or on Contractor's own form preapproved by DBH Program Manager or designee.

3. If Contractor is required to report occurrences, incidents or injuries as part of licensing requirements, Contractor shall provide DBH Program Manager or designee with a copy of report submitted to applicable State agency.

4. Written reports shall not be made via email unless encryption is used.

R. 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 the 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.

S. 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.

T. Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor or subcontractors 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.

U. Equipment and Other Property

All equipment, materials, supplies or property of any kind (including vehicles, publications, copyrights, etc.) purchased with funds received under the terms of this Agreement which has a life expectancy of one (1) year or more shall be the property of DBH, unless mandated otherwise by Funding Source, and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by DBH when the Agreement is terminated. Additional terms are as follows:

1. The purchase of any furniture or equipment which was not included in Contractor's approved budget, shall require the prior written approval of DBH, and shall fulfill the provisions of this Agreement which are appropriate and directly related to Contractor's services or activities under the terms of the Agreement. DBH may refuse reimbursement for any cost resulting from such items purchased, which are incurred by Contractor, if prior written approval has not been obtained from DBH.

2. Before equipment purchases made by Contractor are reimbursed by DBH, Contractor must submit paid vendor receipts identifying the purchase price, description of the item, serial numbers, model number and location where equipment will be used during the term of this Agreement.

3. All equipment purchased/reimbursed with funds from this Agreement shall only be used for performance of this Agreement.

4. Assets purchased with Medi-Cal Federal Financial Participation (FFP) funds shall be capitalized and expensed according to Medi-Cal (Centers for Medicare and Medicaid Services) regulation.

5. Contractor shall submit an inventory of equipment purchased under the terms of this Agreement as part of the monthly activity report for the month in which the equipment is purchased. Contractor must also maintain an inventory of equipment purchased that, at a minimum, includes the description of the property, serial number or other identification number, source of funding, title holder, acquisition date, cost of the equipment, location, use and condition of the property, and ultimate disposition data. A physical inventory of the property must be reconciled annually. Equipment should be adequately maintained and a control system in place to prevent loss, damage, or theft. Equipment with cost exceeding County's capitalization threshold of $5,000 must be depreciated.

6. Upon termination of this Agreement, Contractor will provide a final inventory to DBH and shall at that time query DBH as to requirements, including the manner and method in returning equipment to DBH. Final disposition of such equipment shall be in accordance with instructions from DBH.

V. SUDRS Information and Guidelines

1. Contractor agrees to adhere to all memos, letters, or instruction given by the Director, Deputy Director, Program Manager II or designee(s) in the provision of any and all Substance Use Disorder programs. Contractor acknowledges full understanding of the provisions referenced in any memos, letters, or instruction

given and agrees to operate the respective substance use disorder programs in accordance with the provisions of such information and the provisions of this Contract. At the option of the County, changes may be made during the Contract period. Such changes, when made, will be binding on the Contractor.

2. Applicable references, websites, guidelines, definitions, and processes from the State can be found in **EXHIBIT A – DHCS ODS-WAIVER SUPPLEMENTAL GUIDANCE.**

W. Contractor agrees to and shall comply with all requirements and procedures established by the State, County, and Federal Governments, including those pertaining to Quality Management Program and Quality Assessment and Performance Improvement Program regarding ongoing quality assessment and performance improvement, standard performance measures, performance improvement projects, monitoring activities, continuity and coordination of care, under/overutilization of services, beneficiary satisfaction and Quality Management Work Plan, which may require submission of periodic reports to DBH for coordination, contract compliance, and quality assurance as well as participation in reviews conducted by DHCS of DBH and its SUDRS contract agencies.

X. Travel

Contractor shall adhere to the County's Travel Management Policy (8-02) when travel is pursuant to this Agreement and for which reimbursement is sought from the County. In addition, Contractor shall, to the fullest extent practicable, utilize local transportation services, including but not limited to Ontario Airport, for all such travel.

XXIV. 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. Code of Federal Regulations, Title 21, Sections 1301.01-1301.93
2. Code of Federal Regulations, Title 42, Part 2
3. Code of Federal Regulations, Title 45, Sections 96.30-96.33 and 96.120-96.137
4. California Code of Regulations, Title 9
5. California Code of Regulations, Title 22
6. California Health and Safety Code, Division 10.5
7. Government Code, Section 16367.8
8. Government Code, Article 7, Chapter 1, Division 2, Title 5
9. State Administrative Manual, Chapter 7200 and
10. DHCS or applicable State agency(ies) Negotiated Net Amount and Drug Medi-Cal Contract.
11. United States Code, Title 5, Sections 1501-1508, also known as the Hatch Act
12. Section 1557 of the Patient Protection and Affordable Care Act

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. 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.

D. 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.

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), the Health Information Technology for Economic and Clinical Health Act (HITECH),

as incorporated in the American Recovery and Reinvestment Act of 2009 (ARRA), and Code of Federal Regulations, Title 42, Part 2. 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, and in accordance with 42 C.F.R. §2.13 Confidentiality Restrictions and Safeguards and HIPAA Privacy and Security rules. 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. Disclosure of PHI, including acknowledgement of participation or referral to/from Part 2 services is prohibited unless a valid client authorization (also referred to as "consent" of disclosure) per 42 CFR §2.31. Contractor shall ensure disclosure without client authorization/consent occurs only for medical emergencies, research, and/or audit and evaluation, as specified under 42 CFR §2.51, §2.52. §2.53, respectively.

4. Contractor shall comply with 42 C.F.R. §2.13 Confidentiality Restrictions and Safeguards and §2.16 Security for Records and 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, PII, IIHI, and e-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, PII, IIHI, and e-PHI, conducting privacy and security awareness and training at least annually and retain training records for six (6) years, and limiting access to those persons, who have a business need. Any disclosure made under 42 C.F.R. Part 2 must be limited to that information which is necessary to carry out the purpose of the disclosure.

5. Violations of privacy and security requirements as specified under 42 CFR Part 2 may be subject to criminal penalty under 42 U.S.C. 290 dd-2(f) and may be subject to fines in accordance with Title 18 of the U.S.C.

6. Contractor shall comply with the data security requirements set forth by the County as referenced in **Attachment III**.

7. 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 the 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

Pursuant to Title 42 C.F.R. Section 438.608, Contractor must have administrative and management arrangements or procedures, including a mandatory compliance plan, that are designed to guard against fraud and abuse.

a. If Contractor identifies an issue or receives notification of a complaint

concerning an incident of possible fraud or abuse, the Contractor shall 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 develop a method to verify whether services were actually furnished to beneficiaries and demonstrate the results to DBH.

d. Contractor acknowledges the County may suspend payments, at the direction of DHCS, if DHCS determines there is a credible allegation of fraud in accordance with 42 CFR 455.23.

2. Compliance 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/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 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.

ii. 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. Contractor shall ensure all workforce members adhere to code of conduct requirements as specified under CCR Title 9 Section 9846 and 13060; DHCS Certification Standards 1320 – Program Code of Conduct; and DBH Code of Professional Conduct Policy (ADS060202).

f. 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 status as required by the respective licensing Board or certifying organization and Title 9 of the California Code of Regulations.

g. Response to Detected Offenses

Contractor shall respond to and correct detected healthcare program offenses relating to this Contract promptly. Contractor shall be responsible for developing corrective action initiatives for offenses to mitigate the potential for recurrence.

h. Training

i. Compliance

Contractor is responsible for ensuring its Compliance Officer attends 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.

ii. Drug Medi-Cal (DMC)

Contractor shall attend training DBH provides regarding Title 22 regulations and DMC requirements at least once annually. Attendance at any of the annual trainings offered by DHCS satisfies the DMC requirement.

i. 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.

j. Communication

Contractor shall establish and maintain effective lines of communication between its Compliance Program and DBH's Compliance Officer. 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.

k. 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.

l. Overpayment

Contractor shall adhere to DBH's policy/procedure regarding the immediate reporting, return within 60 calendar days and timely notification of the reason for an overpayment.

m. 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.

XXV. 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.

XXVI. Confidentiality

Contractor agrees to comply with confidentiality requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), commencing with Subchapter C; 42 Code of Federal Regulations Part 2; 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; Section 11812 of the Health and Safety Code; and Title 22, California Code of Regulations Section 51009. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.

A. Contractor and its employees, agents or subcontractors shall protect from unauthorized disclosure of PII or PHI concerning persons receiving services or being referred for services related to this agreement.

B. 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. Said confidentiality statements must be kept for inspection for a period of six (6) years following contract termination.

C. Contractor shall not use or disclose PHI other than as permitted or required by law.

D. Contractor shall provide patients with a notice of Federal confidentiality requirements, as specified under Admission Policies, Paragraph C.

XXVII. 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. Contractor is prohibited from enrollment discrimination and shall adhere to the following:

1. accept individuals eligible for enrollment,
2. enrollment is mandatory,
3. shall not, based on health status or need for health care services, discriminate against individuals eligible to enroll,
4. shall not discriminate against individuals eligible to enroll based on race, color, national origin, sex, sexual orientation, gender identity, or disability.

D. If Contractor is found not to be in compliance with the terms of Admission Policies Article, this Agreement may be subject to termination.

XXVIII. Choice of Network Provider

DBH and Contractor shall allow each beneficiary to choose his or her network provider to the extent possible and appropriate.

XXIX. 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 legal requirement for the retention of medical records is:

a. For adults and emancipated minors, ten (10) years following discharge (last date of service), contract end date or completion date of any audit, whichever is later);

b. For unemancipated minors, a minimum of seven (7) years after they have attained the age of 18, but in no event less than ten (10) years following discharge (last date of service), contract end date or completion date 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 and 42 CFR Part 2. 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.

XXX. Transfer of Care

A. 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.

B. Transfer of care includes continued services to beneficiaries (42 CFR §438.62).

C. The State shall arrange for Medicaid services to be provided without delay to any Medicaid beneficiary of DBH, if the Agreement between State and DBH is terminated.

D. Contractor shall adhere to the County's transition of care policy (once in effect) to ensure continued access to services during a transition from fee-for-service (FFS) to Contractor or transition from one Contractor to another when a beneficiary, in the absence of continued services, would suffer serious detriment to their health or be at risk of hospitalization or institutionalization.

E. The State shall make its transition of care policy publicly available and provide instructions on how beneficiaries and potential beneficiaries access continued services upon transition. At a minimum, DBH and Contractor shall provide the transition of care policy to beneficiaries and potential beneficiaries in the beneficiary handbook and notices.

XXXI. Quality Assurance/Utilization Review

A. Contractor agrees for the County to have a monitoring system in effect to evaluate the performance of the Contractor.

B. Contractor agrees to be in compliance with the Laws and Regulations Article of this Contract.

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 submit its quality improvement plan to DBH SUDRS Administration on an annual basis, and 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 SUDRS Administration.

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.

F. 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 behavioral health services. All documentation shall be addressed in the beneficiary record.

XXXII. 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.

XXXIII. 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 any performance of a subcontracting agency. DBH will not reimburse Contractor or Subcontractor for any expenses rendered by a subcontractor NOT approved in writing by DBH.

C. Ineligible Persons

Contractor shall adhere to Licensing and Certification Article, Subsection D regarding Ineligible Persons or Excluded Parties for its subcontractors.

D. All subcontractors shall fulfill the requirements the service or activity delegated under the subcontract, and shall fulfill the requirements outlined in this contract, to which the Contractor shall oversee and be held accountable for the performance, any functions, responsibilities and adherence that the Contractor delegates and contracts to its subcontractor.

E. The Contractor shall require subcontractors not bill beneficiaries for covered services under a contractual, referral, or other arrangement with DBH in excess of the amount that would be owed by the individual if the Contractor had directly provided the services.

XXXIV. Attorney Costs and 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.

XXXV. 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.

XXXVI. 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. Individuals with Disabilities

Contractor agrees to comply with Titles I, II, and III of the Americans with Disabilities Act (ADA) which prohibits discrimination on the basis of disability in employment, by public entities, and regarding access, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto.

Contractor agrees to comply with the Rehabilitation Act of 1973, which prohibits discrimination on the basis of individuals with disabilities.

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. Charitable Choice Policy

Contractor shall comply with all Federal, State and County rules and regulations that are required for compliance under: Title 42 of the Code of Federal Regulations, Part 54 – Charitable Choice Regulations and DBH's Standard Practice Manual Charitable Choice Policy.

F. ADA Plan

Contractor shall comply with all Federal, State and County rules and regulations that are required for compliance under:

1. Americans with Disability Act (ADA);
2. Section 504 of the Rehabilitation Act of 1973;
3. 45 Code of Federal Regulations (CFR), Part 84, Non-discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance;
4. Title 24, California Code of Regulations (CCR), Part 2, Activities Receiving Federal Financial Assistance and;
5. Unruh Civil Rights Act California Civil Code (CCC) Sections 51 through 51.3 and all applicable laws related to services and access to services for persons with disabilities (PWD).

G. 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).

H. Policy Prohibiting Discrimination, Harassment, and Retaliation

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

   The County prohibits discrimination, harassment, and/or retaliation on the basis of 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.

XXXVII. DBH Notice of Personal/Civil Rights

Contractor shall ensure that staff are knowledgeable on the County DBH Notice of Personal/Civil Rights (designated as **ATTACHMENT I**).

XXXVIII. Drug-Free Workplace

By signing this Contract the Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350 et. seq.), and the Pro-Children Act of 1994, and shall provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that shall be taken against employees for violations of the prohibitions as required by Government Code § 8355 (a).

B. Establish a drug-free awareness program as required by Government Code § 8355 (b) to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;

2. The person's or organization's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation, and employee assistance programs; and

4. The penalties that may be imposed upon employees for drug abuse violations.

C. Provide, as required by Government Code § 8355 (c), that every employee engaged in performing of the Contract shall:

1. Be given a copy of the Contractor's drug-free policy statement; and

2. As a condition of employment on the Contract, agree to abide by the terms of the statement.

D. Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for future County or State contracts if the County or State determines that any of the following has occurred:

1. Contractor has made false certification; and/or

2. Contractor has violated the certification by failing to carry out the requirements as noted above.

XXXIX. Contract Amendments

Contractor agrees that any alterations, variations, modifications, or waivers of the provisions of the Contract shall be valid only when they have been reduced to writing, duly signed by both parties and attached to the original of the Contract and approved by the required persons and organizations.

XL. 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 inure 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. The organizational change in the Contractor's name or ownership, including Articles of Incorporation or Partnership Agreements, and business licenses, fictitious name permits, and such other information and documentation that may be requested by the State;

2. 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

3. 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

4. The reason for the unavailability of such records.

XLI. 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.

XLII. Improper Consideration

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.

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.

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.

XLIII. 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.

XLIV. Addendum I – Agreement for Federal Block Grant is hereby revised.

XLV. Addendum II- Agreement for the Provision of Substance Use Disorder Services Outpatient Treatment and Intensive Outpatient Treatment Services is hereby revised.

XLVI. Schedules A and B are hereby revised.

XLVII. Attachment II - Attestation Regarding Ineligible/Excluded Persons is hereby revised.

XLVIII. Attachment III – Data Security Requirements is hereby revised.

XLIX. 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

Inland Behavioral and Health Services, Inc.
(Print or type name of corporation, company, contractor, etc.)

By ► Dr. Temetry A. Lindsey
(Authorized signature - sign in blue ink)

Name Dr. Temetry A. Lindsey
(Print or type name of person signing contract)

Title CEO/President
(Print or Type)

Dated: 6/9/2020

Address 1963 North E Street San Bernardino, CA

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
► Dawn Martin	► Natalie Kessee	► Veronica Kelley
Dawn Martin, Deputy County Counsel	Natalie Kessee, Contracts Manager	Veronica Kelley, Director
Date 6/9/2020	Date 6/10/2020	Date 6/10/2020

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ADDENDUM I

AGREEMENT FOR FEDERAL BLOCK GRANT

CONTRACTOR NAME: Inland Behavioral and Health Services, Inc.

SPECIAL PROVISIONS FOR FEDERAL FUNDED PROGRAMS

1. Financial records shall be kept that clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to: all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.

2. Substance use disorder treatment service agencies which serve intravenous drug users (IDU's) shall do outreach activities for the purpose of encouraging individuals in need of treatment for substance use disorders to undergo such treatment.

3. Substance use disorder treatment agencies, which treat IDU's, agree special attention should be provided to the following groups:

   a) Pregnant addicts;

   b) Women who are addicted and who have dependent children;

   c) Injecting drug addicts; and

   d) Substance abusers infected with HIV or who have tuberculosis.

4. The Contractor agrees to give preferences in admission for treatment to pregnant women seeking, or referred for, services and who would benefit from them. In the event of insufficient capacity in a facility, the Contractor shall: refer pregnant women to another program with an available treatment slot; or, provide interim services within 48 hours of initial request until treatment becomes available.

5. The Contractor agrees to ensure that, to the maximum extent practicable, each individual who requests and is in need of treatment for a substance use disorder is admitted to a program within 14 days after making the request. If placement cannot occur within 14 days of the request, the Contractor agrees to ensure that interim services will be made available within 48 hours of the request and placement will occur within 120 days of the request.

6. The Contractor agrees to ensure that directly, or through arrangement with another Contractor, routine tuberculosis services are made available to each individual receiving treatment. If an individual is denied admission due to lack of capacity, the individual will be referred to another provider of tuberculosis services. Tuberculosis services consist of counseling, testing, and treatment.

7. The Contractor agrees that data will be maintained regarding interim services, Tuberculosis, pre/post test results, and HIV services. A report, which will include

aggregate data, will be filed with the County SUDRS and the State Department of Health Care Services (DHCS) or applicable State agency(ies) monthly.

8. The Contractor agrees to report information regarding program capacity and waiting list by submitting a Drug Abuse Treatment Access Report (DATAR) to DHCS or applicable State agency(ies) and the County SUDRS monthly. DATAR shall be submitted by the 5th of the month for the previous month of services.

9. The Contractor agrees to comply with all County SUDRS Provider Block Grant Re-authorization Guidelines.

10. Contractor must verify client eligibility for other categorical funding, including, but not limited to Drug Medi-Cal, prior to utilizing Block Grant 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 Block Grant. Contractor will be required to reimburse funds to the County.

11. Contractor shall input client information and data into the County's billing and transactional database system. All clients and client services shall be entered into the system regardless of funding. The system will feed into the California Outcomes Measurement System (CalOMS). CalOMS is a statewide client-based data collection and outcomes measurement system. CalOMS will allow the State DHCS or applicable State agency(ies) to effectively manage and improve the provision of substance use disorders services at the State, County, and Provider levels.

---END OF ADDENDUM---

ADDENDUM II

AGREEMENT FOR THE PROVISION OF SUBSTANCE USE DISORDER SERVICES OUPATIENT TREATMENT AND INTENSIVE OUTPATIENT TREATMENT SERVICES

CONTRACTOR NAME: Inland Behavioral and Health Services, Inc.

A. The Contractor shall provide Substance Use Disorder Services Outpatient Treatment and/or Intensive Outpatient Treatment Services (IOT) as defined herein to San Bernardino County residents.

B. FACILITY LOCATIONS:

1. The Contractor shall provide the above services in and from the following address(es):

   Westside Counseling Center
   1963 North "E" Street
   San Bernardino, CA 92405

2. Level of Care/Target Population/Region(s) to be served:

Level of Care	Target Population	Region(s)
☒ Outpatient Treatment	☒ Adult ☐ Youth	☒ East Valley/San Bernardino Metropolitan Region ☐ West Valley Region ☐ Central Valley Region ☐ Desert/Mountain Region
☒ Intensive Outpatient Treatment	☒ Adult ☐ Youth	☒ East Valley/San Bernardino Metropolitan Region ☐ West Valley Region ☐ Central Valley Region ☐ Desert/Mountain Region

3. Contractor shall provide Substance Use Disorder (SUD) Services Outpatient Treatment and/or Intensive Outpatient Treatment services as indicated in the chart above. Contractor shall provide services as described in Addendum II for each level of service and the population to be served (Adult/Youth), as applicable.

C. SERVICE DESCRIPTION:

Contractor shall provide Substance Use Disorder Services Outpatient Treatment and/or Intensive Outpatient Treatment (IOT) services in accordance with the following description:

1. The San Bernardino County Department of Behavioral Health (DBH), Substance Use Disorder Recovery Services (SUDRS) have implemented a coordinated network of substance use disorder prevention, treatment and recovery services which are provided through contractors and County clinics. Each Contractor agrees that every effort shall be made to make all services available through the

coordinated network including its various levels of care: prevention, residential treatment, withdrawal management (detoxification), outpatient, intensive outpatient treatment, and medication assisted treatment.

2. Each Contractor agrees to provide all potential clients access to this network of services and system of care through a consistent evaluation process to determine the appropriate ASAM criteria level of care.

D. SPECIFIC RESPONSIBILITIES:

Substance Use Disorder Services Outpatient Treatment and/or Intensive Outpatient Treatment (IOT) services provide individual recovery/treatment planning, substance use disorder education, crisis intervention, individual and group counseling, and case management to all genders of adults and youth (ages 12 and older). DBH's goal is to provide communities within San Bernardino County quality substance use disorder treatment services by utilizing evidence-based practices which will result in measurable outcomes to support the effectiveness of Outpatient Treatment and/or IOT services for persons with substance use disorders who have been assessed utilizing the Addiction Severity Index (ASI) and determined by utilizing ASAM criteria for the appropriate level of care for the client.

Contractor will give preference in admittance to treatment in the following order:

- Pregnant injecting drug users;
- Pregnant substance abusers;
- Injecting drug users; and
- All others

1. Minimum Program and Site Requirements

   Contractor shall provide evidence-based SUD Outpatient Treatment and/or IOT services for clients who have demonstrated a need for this level of care and that follow and incorporate Title 22 requirements, Alcohol and Other Drug (AOD) Program Certification Standards, Drug Medi-cal (DMC) Certification Standards, and Youth Treatment Guidelines, as applicable.

   Contractor shall provide a substance-free program for the target population(s), who meet eligibility criteria and have been assessed utilizing a biopsychosocial and have determined the appropriate ASAM level of care. Services are to be provided at a site certified and/or licensed by the DHCS and approved to provide Outpatient Treatment and/or IOT services, with a program component of up to six (6) months (on average, but is based on individual need) in duration, and is currently Drug Medi-Cal Certified.

   The Program Scope of Services must be based on Units of Service. At a minimum, services for Outpatient Treatment and/or IOT must include:

   - Intake

- Individual Counseling
- Group Counseling
- Family Therapy
- Patient Education
- Medication Services
- Collateral Services
- Crisis Intervention Services
- Individual Treatment Planning
- Discharge Services

a. Operation Guidelines:

Contractor shall assess the demographic make-up and population trends of the service area(s) to identify cultural and linguistic needs of the target population. Such assessments are critical to designing and planning for the provision of appropriate and effective services.

1) Verify Medi-Cal eligibility for all clients each month the client is enrolled in the program.

2) Establish medical necessity through a comprehensive assessment. The initial medical necessity determination shall be performed through a face-to-face review or telehealth by a Medical Director or a Licensed Practitioner of the Healing Arts (LPHA). After establishing a diagnosis, the American Society of Addiction Medicine (ASAM) Criteria shall be applied by the diagnosing individual to determine placement into the level of assessed services.

    - Medical necessity qualification for ongoing services is to be determined at least every six (6) months through the reauthorization process for clients determined by the Medical Director or LPHA to be clinically appropriate.

3) Provide Outpatient Treatment and/or IOT services to:

    - Adults of all genders, ages 18 and over

    AND/OR

    - Youth of all genders, ages 12 through 17

    Who have been assessed and it is determined this is the most appropriate level of care based on ASAM criteria; with a program component of up to six (6) months (on average, but is based on individual need) in duration.

a) Any and all services beyond six (6) months must have justification and approval from SUDRS Administration.

b) Any and all services beyond a 9-month regimen must have written justification and prior approval from SUDRS Administration consistent with continued stay policy.

4) Provide SUD treatment utilizing at least two (2) evidence practices and other therapeutic interventions necessary for the target population(s) served.

5) For Youth Outpatient Treatment and/or IOT Youth Treatment services, the program shall serve male youth only or female youth only, unless:

a) The program addresses gender-specific issues in determining individual treatment needs and therapeutic approaches; and,

b) The program provides regular opportunities for separate gender group activities and counseling sessions.

6) Attend all meetings held by DBH SUDRS Administration regarding program updates, progress, and changes.

b. Facility Requirements:

Contractor shall have a facility centrally located with the ability to serve surrounding communities.

Contractor shall:

1) Provide all facilities, facility management, supplies and other resources necessary to establish and operate the program.

2) Provide prior proper notification to DBH of facility location changes.

3) Offer clinical services that are sufficient to meet the needs of Outpatient Treatment and/or IOT clients enrolled in SUD treatment services.

Provide a copy of their clinic schedule upon request.

Business Hours: The clinic location shall maintain, at minimum, "normal business hours" (8 a.m. to 5 p.m.) to allow for public access and County/State oversight.

4) Contractor shall provide the following for each clinic by the contract start date and maintain these requirements in good standing throughout the term of any contract issued by the County:

a) Current Alcohol and Other Drug (AOD) certification;

b) Drug Medi-Cal Certification;

c) Business Licenses and/or City/County permits as required;

and

d) Zoning and Fire clearances as required.

5) Facility shall have sufficient space for services, activities, staff and administrative offices as necessary.

6) Maintain a facility location that will be appropriate and accessible for the service region(s), readily accessible by public transportation, easily accessible to community services, educational resources, health care facilities, employment opportunities, and shall be in compliance with Americans with Disabilities Act (ADA) and California State Administration Code Title 24.

7) First aid supplies shall be maintained and be readily available in the facility.

c. Regulations and Standards:

1) Contractor shall maintain compliance with/and follow Title 22 requirements for Drug Medi-Cal SUD services, Alcohol and/or Other Drug Program Certification Standards, Youth Treatment Guidelines, DMC Certification Standards, and any other standards and/or regulations as defined by funding source. No formal amendment to a contract is required for new regulations or guidelines to apply.

2) Maintain compliance with all non-discrimination laws and regulations and follow admission policies that ensure clients are admitted to services regardless of anticipated outcomes.

3) Ensure equal access to quality care for diverse populations and shall adopt the Federal Office of Minority Health Culturally and Linguistically-Appropriate Service (CLAS) national standards.

4) Contractor shall have the ability to address the most recent threshold languages of the County (i.e., Spanish), whether by implementation of best practice, by having bilingual staff, or as a secondary process by utilizing formal interpreter services to effectively serve clients of San Bernardino County. Contractor shall provide professional certified interpreter and translation services as needed for persons with Limited English Proficiency (LEP) and the deaf/hard of hearing.

5) Have the capacity, at a minimum, to screen and refer all clients with co-occurring disorders to identified and appropriate co-occurring treatment.

6) Treatment facilities shall be free of alcohol and any non-prescription drugs that could be utilized in an illicit manner.

7) Comply with all State and Federal statutes and regulations regarding

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confidentiality, including but not limited to applicable provisions of Part 2, Title 42 Code of Federal Regulations; Welfare Institutions Code Sections 5328 et. seq., and 14100.2; Sections 11812 of the Health and Safety Code; Title 22, California Code of Regulations Section 51009; and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

8) Ensure staff/volunteers/interns are knowledgeable about the County DBH Notice of Personal/Civil Rights and ensure that any complaints by clients are referred to the County in accordance with the procedures. The Procedures consist of items such as:

    a) DBH-SUDRS follows-up on all complaints.

    b) Strict timelines are followed for complaint resolution.

    c) DHCS can be contacted as well or if complaint remains unresolved.

    d) DBH Access Unit shall be notified of all complaints.

    A copy of the County DBH Notice of Personal/Civil Rights shall be given to each client upon entry into the program and shall be displayed in an area accessible and conspicuous to all clients and staff/volunteers/interns: (**Attachment I**).

9) Contractor shall ensure all incidents with clients are reported on the "Unusual Occurrence/Incident Report" County Form QM053. Incidents can be, but are not limited to:

    a) Dangerous Behavior

    b) Medical/Injury

    c) Disturbance/Destruction of Property

    d) Victimized

    e) Death

    f) Dangerous Behavior – Self

    g) Sexual Behavior

    h) Other (not listed)

    All incidents shall be reported to Contractor's supervisory staff immediately. Staff witnessing the incident shall complete the QM053 form. Supervisory staff shall conduct an investigation and complete applicable sections of the QM053 form and submit a copy to the DBH Program Manager/designee by the next working day.

10) Establish protocols in the event of Program or Contract termination that provides for the responsible and orderly transition of clients to another DBH approved Outpatient Treatment and/or IOT facility for services. The plan shall include a provision for furnishing DBH with all client information and any documents necessary for this transition.

d. Required Referrals:

1) Contractor shall refer clients to the appropriate ASAM criteria level of care for services that are not provided through the Outpatient Treatment and/or IOT provider.

2) Clients shall be referred promptly for medical and/or psychiatric evaluation when deemed appropriate by staff, including coordination with providers in Medi-Cal Managed Care plans.

3) Contractor shall act as a community referral resource, referring clients in need directly or by referral process to other services beyond their scope of service; such as, but not limited to; GED classes, higher education, vocational education, job training, resume writing, legal services, CalWORKs, CalFresh, Medi-Cal, etc., as necessary.

4) Contractor shall initiate collaborative community partnerships and service systems. Contractor will establish procedures that will ensure strong, reliable linkages with other community service providers and service organizations for the client's support. These collaborative efforts shall be designed to integrate, coordinate and access necessary support services within the community in order to ensure successful treatment and recovery. These efforts shall help achieve mutual goals espoused by Federal, State, and County systems to integrate services, prevent relapse through the use of community support services, reduce fragmentation of care and establish better communication and collaboration at all levels, but particularly among local providers and agencies who work with the target population.

e. Written Procedures:

1) Contractor shall develop and/or maintain a written Personnel Policy and Procedures Manual in accordance with current DBH standards. The written procedures and all updates shall be provided to all employees charging hours to the contract. The written Personnel Policy and Procedures Manual shall be submitted to DBH, upon request. A change to any part of the Personnel Policy and Procedures requires a written change in the manual and submission of all changes to DBH, upon request.

2) Contractor shall maintain an Outpatient Treatment and/or IOT policies and procedures manual which contains items such as, but not limited

to: written procedures for treatment methodologies, modalities and admission to the appropriate level of care as assessed and based on ASAM criteria, fees assessed, policy on payment schedules, refund policy, actions/conditions/ circumstances for a client's termination from the program and the treatment curriculum utilized by the program.

f. Outcomes Reporting:

Contractor shall collect outcome data.

Contractor shall:

1) Develop and maintain written procedures to identify Outcomes of program services and Outcome Measures utilized for the program such as:

   a) Reduced recidivism rate for criminal justice clients.

   b) Client's abstinence from all illicit drugs, alcohol and marijuana for a measured time period.

   c) Client's obtainment or continuation of secure and adequate housing upon exit from the program.

   d) Clients remain engaged in meaningful recovery efforts through their treatment program.

   e) Client's increased understanding of the health benefits of regular attendance at medical/dental appointments as identified by reported attendance at scheduled appointments.

   f) Client's increased understanding and reported/observed use of positive socialization skills.

   g) For youth, reductions in school related problems

2) Submit quarterly written reports regarding specified outcomes and specific objectives of the program, methods employed to resolve problems in achieving stated outcomes and objectives and any program modifications that occurred as a result of outcomes evaluated. The quarterly reports shall be due to DBH SUDRS Administration no later than 30 days following the last day of the reportable quarter.

3) Work in collaboration with DBH so that outcomes will be collected, reported and measured. Contractor may wish to use Substance Abuse and Mental Health Services Administration (SAMHSA) developed National Outcome Measures (NOMs). The NOMs are designed to embody meaningful, real life outcomes for people who are striving to attain and sustain recovery.

g. Staff Requirements and Levels:

Staffing levels and qualifications shall be appropriate to meet the needs of the participants.

1) Staffing levels must meet current requirements of the State of California, Department of Health Care Services (DHCS). Program staff delivering treatment services must meet the current DHCS certification requirements.

2) Contractor shall administer staff/volunteers/interns and provide management systems and have a written Personnel Policy and Procedures Manual and written Outpatient Treatment and/or IOT methodology and modality protocols, policies and procedures that are provided/made available to all staff/volunteers/interns working with the program.

3) Contractor shall provide proper notification to DBH when changes in staffing occur.

4) Contractor shall recruit, hire, train and maintain diverse staff/volunteers/interns that are personally and professionally qualified and culturally competent; and appropriately licensed and/or certified for all services rendered, if necessary, and/or required by regulations and/or standards.

5) Contractor shall have a Medical Director who prior to the delivery of services has enrolled with DHCS under applicable State regulations and has been screened in accordance with 42 CFR 455.450(a).

6) Staff shall be trained to provide assessment and evaluations; shall be familiar with and trained in ASAM criteria, Outpatient Treatment and/or IOT services, referral services; and shall have expertise in crisis intervention, psychosocial assessment, and treatment planning, if required, based on their staff position.

7) All staff providing treatment services will be regular, paid employees. Interns and volunteers utilized in other areas of the program shall be supervised by regular qualified staff. Clients of the program may not substitute for regular staff, interns, or volunteers.

8) A minimum of one (1) program on-site staff member will be certified in cardiopulmonary resuscitation (CPR) and Basic First Aid to provide coverage at all times that clinics are open for services.

9) All staff/volunteers/interns providing services where clients receive treatment shall have the required criminal record review and clearance.

10) Ensure at least thirty (30) percent of staff providing counseling services in SUD programs shall be licensed or certified pursuant to Title 9, Section 13010 of the California Code of Regulations (CCR) and all other counseling staff shall be registered pursuant to Section 13035(f).

    a) Contractor shall ensure that if staff providing counseling services license or certification status lapses, staff will be removed from providing counseling services.

11) At a minimum, all Contractor management and staff conducting assessments shall complete two (2) ASAM e-Training modules:

    a) ASAM Multidimensional Assessment

    b) From Assessment to Service Planning and Level of Care

    A third module is recommended, but shall not be mandatory:

    c) Introduction to the ASAM criteria.

12) All licensed, certified, or registered counseling staff, if applicable, shall enter their registration or certification information in the DBH Staff Master which is accessible at:

    http://www.sbcounty.gov/dbh/Staffmaster%20Worksheet/Default.aspx

    and shall update registration or certification via the DBH Staff Master Update at:

    http://www.sbcounty.gov/dbh/Staffmaster/Default.aspx.

13) Contractor shall adopt the DBH Code of Conduct or develop its own Code of Conduct which shall include but not be limited to: standards related to substance use, staff/volunteer/intern/client relationships, prohibition of sexual conduct with clients, and conflict of interest.

    a) If Contractor elects to develop its own Code of Conduct, such document shall be reviewed and approved, in writing, by DBH.

    b) Contractor shall distribute to all staff/volunteers/interns, subcontractors, and members of the Board of Directors a copy of the Code of Conduct.

    c) Contractor shall document that such persons have annually received, read, understand and will abide by said Code of Conduct, which shall become a record in their personnel file.

14) Contractor shall develop, maintain and implement an ongoing training program which shall include but not be limited to participation in County sponsored and other cultural competency trainings for all staff/volunteers/interns in addition to specific training related to their

duties or required for their professional license or certification. Staff/volunteer/intern participation in training shall be documented and kept in the personnel file for three (3) years.

15) Contractor shall maintain a separate and appropriate written policy and procedure regarding the utilization of volunteers/interns in services provided and standards they must follow and this shall be incorporated into the written Personnel Policy and Procedures Manual.

16) Contractor shall maintain complete personnel files for all staff/volunteers/interns.

17) Personnel files that contain confidential information shall be stored appropriately. They shall be made available to State DHCS or applicable State agency(ies) and DBH staff in any review and/or audit.

18) The written Personnel Policy and Procedures Manual shall contain the following for all staff/volunteers/interns, at minimum:

   a) Recruitment Procedures

   b) Screening and Selection Procedures

   c) Training and Orientation Process

   d) Personnel File Documentation Requirements

   e) Duties and Assignments (Job Description)

   f) Supervision and Evaluation Responsibilities

   g) Protection of Confidentiality Procedures

19) Staffing must be sufficient to provide the requested services, and include professional and paraprofessional staff with the appropriate background, experience, licensure and certificates (under applicable statutes and regulations) required to deliver effective Outpatient Treatment and/or IOT services. Staffing shall include positions as required by applicable statutes and regulations.

h. Treatment/Recovery Methodology:

1) The treatment/recovery methodology employed by the proposed program must be evidence-based and approved by the DBH Director (or designee). Any deviations from these service provisions require the prior approval of the Director (or his/her designee).

2) Contractor will ensure that clients are encouraged and afforded every opportunity to participate in self-help groups of their choice.

3) A Department of Health Care Services (DHCS) "Client Health Questionnaire" (Form # DHCS 5103) shall be completed for each client at the time of admission. Qualified staff shall review each completed DHCS Client Health Questionnaire (DHCS 5103). The form is available at:

   http://www.dhcs.ca.gov/formsandpubs/forms/Forms/SUDCD/DHCS_5103.pdf.

4) Clients shall be referred promptly for medical and/or psychiatric evaluation when deemed appropriate by staff.

5) All Outpatient Treatment and/or IOT clients shall be required to complete random drug testing at minimum twice per month.

i. Outpatient Treatment Services (ASAM Level 1):

Counseling services are provided to clients (up to 9 hours a week for adults, and less than 6 hours a week for youth) when determined after assessment utilizing a biopsychosocial assessment tool and utilizing ASAM criteria to determine the appropriate level of care and as determined by a Medical Director to be medically necessary and in accordance with an individualized treatment plan.

The Components of Outpatient Treatment services are:

1) Intake: The process of determining that a client meets the medical necessity criteria and a client is admitted into a substance use disorder treatment program. Intake includes the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.

2) Individual Counseling: Contacts between a client and a therapist or counselor. Services provided in-person, by telephone or telehealth.

   - All Outpatient Treatment clients will have available one (1) individual counseling session per month. Individual counseling means a face-to-face meeting with a therapist or counselor with one (1) individual counseling session lasting 45 minutes. Individual counseling sessions are for treatment. Time spent charting is not included within the 45 minute individual counseling session.

3) Group Counseling: Face-to-face contacts in which one or more therapists or counselors treat two (2) or more clients at the same time with a maximum of twelve (12) in the group, focusing on the needs of the individuals served.

- All Outpatient Treatment clients will have available a minimum of two (2) groups per week with group counseling lasting 90 minutes. Group counseling sessions are for treatment. Time spent charting is not included within the 90 minute group counseling session.

4) Family Therapy: The effects of substance use disorders are far-reaching and client's family members and loved ones also are affected by the disorder. By including family members in the treatment process, education about factors that are important to the client's recovery as well as their own recovery can be conveyed. Family members can provide social support to the client, help motivate the client to remain in treatment, and receive help and support for their own family recovery as well.

5) Client Education: Provide research based education on substance use disorders, treatment, recovery, and associated health risks.

6) Medication Services: The prescription or administration of medication related to substance use treatment services, or the assessment of the side effects or results of that medication conducted by staff lawfully authorized to provide such services and/or order laboratory testing within their scope of practice or licensure.

7) Collateral Services: Sessions with therapists or counselors and significant persons in the life of the client, focused on the treatment needs of the client in terms of supporting the achievement of the client's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the client.

8) Crisis Intervention Services: Contact between a therapist or counselor and a client in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the client an imminent threat of relapse. Crisis intervention services shall be limited to the stabilization of the client's emergency situation.

9) Treatment Planning: The provider shall prepare an individualized written treatment plan (ITP), based upon information obtained in the intake and assessment process. The ITP shall be completed upon intake and then updated every subsequent 90 days, unless there is a change in treatment modality or significant event that would then require a new ITP. The ITP shall include: a statement of problems to be addressed, goals to be reached which address each problem, action steps which shall be taken by the provider and/or client to accomplish identified goals, target dates for accomplishment of action

steps and goals, and a description of services including the type of counseling to be provided and the frequency thereof. ITPs have specific quantifiable goal/treatment objectives related to the client's substance use disorder diagnosis and multidimensional assessment. The ITP shall identify the proposed type(s) of interventions/modality that includes a proposed frequency and duration. The ITP shall be consistent with the qualifying diagnosis and shall be signed by the client and the Medical Director.

- Client progress in Outpatient Treatment and/or IOT treatment will be reviewed every 30 days. At the time of the 90-day treatment period, the service provider shall evaluate and document the need for continued treatment.

10) Discharge Services: The process to prepare the client for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the client to essential community treatment, housing and human services.

j. Intensive Outpatient Treatment (ASAM Level 2.1):

Structured programming services are provided to clients (a minimum of nine hours with a maximum of 19 hours a week for adults provided at minimum 3 hours per day, 3 days per week, and a minimum of six hours with a maximum of 19 hours a week for youth) when determined after assessment utilizing the ASI and utilizing ASAM criteria to determine the appropriate level of care and by a Medical Director or LPHA to be medically necessary and in accordance with an individualized treatment plan. Lengths of treatment can be extended when determined to be medically necessary. Services consist primarily of counseling and education about substance use disorder related problems. Services can be provided by a therapist or a certified counselor.

The Components of Intensive Outpatient Treatment are:

1) Intake
2) Individual and/or Group Counseling
3) Patient Education
4) Family Therapy
5) Medication Services
6) Collateral Services
7) Crisis Intervention Services
8) Treatment Planning

9) Discharge Services

k. For all levels of Outpatient Treatment and/or IOT services:

1) Contractor shall include details of the proposed activities for each of the components identified including the evidence-based curriculum to be utilized for all SUD education groups. Curriculum should state the number of weeks or groups necessary to obtain successful completion of the defined treatment program.

2) Provide a description of services to be provided directly and/or by referral including GED training, resume development, job preparation, etc.

3) DBH will reimburse Contractor for CFS services which meet all of the criteria specified below:

a) Referral form, CFS 90, is required for each client for which provider is requesting payment and must be attached to the monthly Claim for Reimbursement.

b) Client eligibility must be determined.

c) AVATAR/SIMON Report must be printed on the 7th day close of business and attached to Claim for Reimbursement.

d) Reimbursement will be based on units reported in AVATAR/SIMON at the approved Unit of Service (UOS) Rate.

e) The absence of any of the required documents may affect the amount of reimbursement to Contractor and delay payment.

2. Participant Satisfaction Survey

Contractor will distribute a Participant Satisfaction Survey, designed to measure the participant's overall satisfaction with the Outpatient Treatment and/or IOT services in order to identify problems and opportunities for improvement. This survey will be distributed to all participants on a bi-annual basis. Contractor will submit a copy of the returned survey, to DBH SUDRS Administration, including a Summary Report.

The DBH Research and Evaluation Section (R&E) will collect important outcome information from targeted consumer groups and selected Contractor throughout the term of any contract awarded. R&E will notify the Contractor when their participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, participant and staff interviews, chart reviews, and other methods of obtaining the information needed.

E. CASE MANAGEMENT SERVICES

Contractor shall ensure that all necessary treatment and recovery activities and plans are enhanced and supported by the integration of other individual services which may include the evaluation of progress, assessment, monitoring of needs, and community resource referrals and discharge planning.

F. SERVICE COORDINATION AND QUALITY ASSURANCE

DBH-SUDRS Administration shall monitor the progress and quality of care afforded each individual client through a quality improvement process in addition to an analysis of other client information made available through the computerized management information system. Contractor shall ensure that each client receives service at the appropriate ASAM criteria level of care as determined by the comprehensive biopsychosocial assessment and continued evaluation of the individual client's needs. Contractor may appeal any recommended level of care through DBH-SUDRS Administration.

---END OF ADDENDUM---

ATTACHMENT II

ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS

Contractor Inland Behavioral and Health Services, Inc shall:
To the extent consistent with the provisions of this Agreement, comply with regulations as set forth in Executive Order 12549; Social Security Act, 42 U.S. Code, Section 1128 and 1320 a-7; Title 42 Code of Federal Regulations (CFR), Parts 1001 and 1002, et al; and Welfare and Institutions Code, Section 14043.6 and 14123 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, and/or sub-contractors 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, and/or sub-contractors 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 healthcare program payment may be made.

CEO/President

Printed name of authorized official

Dr. Jemetry A. Lindsey

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Signature of authorized official

6/9/2020

Date

ATTACHMENT III

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. Formal Policies and Procedures. Policies and procedures must be in place to reasonably protect against unauthorized uses and disclosures of patient identifying information and protect against reasonably anticipated threats or hazards to the security of patient identifying information. Formal policies and procedures must address 1) paper records and 2) electronic records, as specified in 42 CFR §2.16.

2. 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 six (6) years following termination of this Agreement.

3. 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.

4. 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 six (6) years following termination of the Agreement.

5. 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 three (3) years.

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 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.

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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 and in accordance with 42 C.F.R. § 2.16 Security for Records. 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 three (3) years after occurrence.

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 and in accordance with 42 C.F.R. § 2.16 Security for Records.

4. Removal of Data. Removal of DBH PHI or PI may not be removed from the premises of Contractor unless authorized under 42 CFR Part 2.

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.