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SAN BERNARDINO COUNTY

Contract Number

SAP Number
4400016804

Department of Behavioral Health

Department Contract Representative	Jose Sandoval
Telephone Number	(909)383-3978
Contractor	Mental Health Systems, Inc.
Contractor Representative	James C. Callaghan, Jr.
Telephone Number	(858)573-2600
Contract Term	July 1, 2021 through December 31, 2025
Original Contract Amount	N/A
Amendment Amount	N/A
Total Contract Amount	$2,610,000
Cost Center	1010001000

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

IT IS HEREBY AGREED AS FOLLOWS*:*

WITNESSETH:

WHEREAS, the County desires to purchase and Contractor desires to provide **Environmental Prevention Strategies and Services**, and,

WHEREAS, this Agreement is authorized by law,

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

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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 “Director,” unless otherwise stated, refers to the Director of DBH for San Bernardino County.

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

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

J. The term “unit of service” refers to the time spent by the Contractor staff to deliver substance use disorder program services to the client(s).

With respect to substance use disorder treatment services, a unit of service includes staff time spent conducting individual counseling, collateral services, and group treatment counseling sessions. Other services, including time spent documenting client charts and documenting treatment sessions in the charts, should be included in the Contractor’s cost of the unit of service in fifteen (15) minute increments on a calendar day.

K. 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. Group counseling sessions are for treatment. Charting the group session is not included in the 90 minute group counseling session.

L. 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 and

shall be claimed using fifteen (15) minute increments. One session may include multiple units of service. Time spent documenting shall not be included within the individual counseling session.

M. The term “Room and board” means the payment of the cost of lodging (or a room) and food.

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. Prevention is a proactive process that empowers individuals and systems to meet the challenges of life events and transitions by creating and reinforcing conditions that promote healthy behaviors, lifestyles and communities. Prevention activities are required to be comprehensive and yet address specific community needs. To be effective in the reduction of alcohol and other drug-related problems, prevention strategies should be coordinated and integrated with other community-based prevention activities. Proactive prevention services will employ prevention strategies that address the environment in which alcohol, tobacco, and drug use occurs. Families, caregivers, youth, human service agency personnel, and other community stakeholders should be encouraged to participate in the planning and implementation process in responding to the communities’ prevention needs.

B. Under this Agreement, Contractor shall recruit, hire and maintain program staff with the knowledge and experience necessary in planning and implementing substance use disorder problem prevention strategies to provide required services. Program staffing should be multi-disciplinary and reflect the diverse communities in which the program serves. Prevention programs by design may employ personnel and/or others with expert knowledge and experience in substance abuse prevention, media advocacy and community organizing.

C. It is believed that the relationship between substance use disorder related problems can be correlated to the availability and accessibility of alcohol, tobacco and other drugs across specific populations. This guiding principle behind SUD Prevention services

requires utilizing a full range of strategies to reduce the availability and accessibility of alcohol, tobacco and other drugs. Since SUD problems occur within the context of larger social and personal problems, public and private policies regarding availability and other environmental factors must be developed to assist in fostering healthier communities.

D. Under this Agreement, the Contractor shall provide those services, which are dictated by attached Addendum I Agreement for Federal Block Grant, Addendum II Agreement for the Provision of Substance Use Disorder Services Environmental Prevention Strategies and Services, Addendum III Project Logic Models, 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 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.

E. Data Collection and Performance Outcome Requirements

Contractor shall comply with all local, State and Federal regulations regarding 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).

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

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

c. Intermittent services outcomes surveys.

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

e. Network Adequacy Certification Tool (NACT) as required by DHCS and per DBH instructions.

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

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

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

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, as well as requirements set forth in 42 C.F.R § 2.52 Research.

   a. Contractor shall ensure that if any performance under this agreement or any subcontract or sub-agreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. § 2.63a (CLIA) and the regulations thereunder.

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.

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

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

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, 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, final settlement, or until audit findings are resolved, whichever is later.

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.

G. 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.

H. 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 will be 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. 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 behavioral health and substance use disorder services.

   c. Upon request provide DBH with culture-specific service options available to be provided by Contractor.

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

   e. To assist 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. Administrative staff 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.

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).

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 Equity and Inclusion (OEI) may be contacted for technical assistance and training offerings at cultural_competency@dbh.sbcounty.gov or by phone at (909) 386-8223.

I. Public Accessibility

Contractor shall ensure that services provided are accessible by public transportation.

J. 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.

K. 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

L. 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.

M. Internal Control

Contractor must establish and maintain effective internal control over the County Fund to provide reasonable assurance that the Contractor manages the County Fund in compliance with Federal, State and County statutes, regulations, and terms and conditions of the Contract.

Fiscal practices and procedures shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and

expenditures. Additionally, fiscal practices and procedures must comply with the Code of Federal Regulations (CFR), Title II, Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

N. 2-1-1 Registration

Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within 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.

O. 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.

P. If the Contractor fails to make timely repairs to County vehicles, facilities, buildings, or ground caused by the willful or negligent act of Contractor or employees or agents of the Contractor, the County may make any necessary repairs. The Contractor, as determined by the County, for such repairs shall repay all costs incurred by the County, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County.

Q. Damage to County Issued/Loaned Equipment (if Applicable)

1. Contractor shall repair, at its own cost, all damage to County equipment issued/loaned to Contractor for use in performance of this Contract. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

3. If a virtual private network (VPN) token is lost or damaged, Contractor must contact DBH immediately and provide the user name assigned to the VPN Token. DBH will obtain a replacement token and assign it to the user account. Contractor will be responsible for the VPN token replacement fee.

R. 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.

S. 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.

Contractor shall complete the monthly DATAR reporting requirements 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.

T. Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

IV. Funding

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. Each fiscal year period will be settled to Federal and/or State cost reporting accountability.

B. The maximum financial obligation of the County under this Agreement shall not exceed the sum referenced in the Schedules A and B. The maximum financial obligation is further limited by fiscal year, funding source and service modalities as delineated on the Schedules A and B. Contractor may not transfer funds between funding sources or modes of services, or go over 10% of a budgeted line item without the prior written approval from DBH. Budget line items applicable to the 10% 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 the 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 and SUDRS program 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 categorical 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 maximum financial obligation under this contract shall not exceed $2,610,000 for the contract term.

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. Payment

A. Reimbursement for County services provided by Contractor will be at the actual net cost to Contractor in providing said services if services reported in the County's billing and transactional database system are comparable to the cost and services approved in Schedule A. Large variances between the cost per service and the services provided may require:

1. Justification from provider.

2. Adjustments to reimbursement and/or contract if it cannot be justified by provider.

B. Contractor shall bill the County monthly in arrears for County services provided by Contractor on claim forms provided by DBH. All claims submitted shall clearly reflect all required information specified regarding the services for which claims are made. Contractor shall submit the organizations' Profit and Loss Statement with each monthly claim. Claims for Reimbursement shall be completed and forwarded to DBH within ten (10) days after the close of the month in which services were rendered. Following receipt of a complete and correct monthly claim, the County shall make payment within a reasonable period. Payment, however, for any mode of service covered hereunder, shall be limited to a maximum monthly amount, which amount shall be determined by County:

1. Approved Reimbursement rate or lower of net actual costs for eligible services identified by County;

2. Subsequent adjustments based on approval of services due to client eligibility; and/or

3. One-twelfth (1/12) of the maximum combined County 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. When applicable, 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.

I. 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 https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/18Tables/exec/html/EX.aspx (U.S. Office of Personnel Management).

J. 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.

K. 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.

L. As applicable, for Federal Funded Program, Contactor shall charge the County program a de Minimis ten percent (10%) of the Modified Total Direct Cost (MTDC) as indirect cost 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 costs. All cost must be based on actual instead of estimated costs.

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 any current payments and/or 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 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 date of final payment, final settlement, or until audit findings are resolved, 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. Said County or State representative shall provide a signed copy of a confidentiality statement similar to

that provided for in Section 5328(e) of the Welfare and Institutions Code, 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, 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 three (3) years from the date of submission to the FAC.

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 three (3) 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
658 E. Brier Dr, Suite 250
San Bernardino CA 92408

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.

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 (CAP), to be approved by DBH, no later than ten (10) business days from date of notice to become compliant. The CAP shall:

1. Restate each deficiency.
2. List all actions to be taken to correct each deficiency.
3. Identify the date by which each deficiency shall be corrected.
4. Identify the individual who will be responsible for the correction and ongoing compliance.

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, 2021 through December 31, 2025 inclusive.

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

1. The appropriate office of the State of California indicates that this Agreement is not subject to reimbursement under law; or
2. There are insufficient funds available to 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. 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.

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.

XVIII. 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 Assistant Director and/or Program Manager II or designee in the provision of any and all Substance Use Disorder programs. 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 termination. 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. 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, and within thirty-five (35) days after any change in the ownership 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.

E. Contractor shall confirm the identity of its providers 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 upon hire and at least every three (3) years thereafter.

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.

F. 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.

G. 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.

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

I. 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.

J. 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.

XIX. Licensing and Certification

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 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.

C. 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.

D. 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 or contract start date and then no less than once a month thereafter.

    a. SAM can be accessed at http://www.sam.gov/portal/SAM/#1.

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

3. If the Contractor receives 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://medi-cal.ca.gov/default.asp.

4. Contractor shall certify 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. 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 Office of the Inspector General, General Services Administration, and/or the Department of Health Care Services.

7. Contractor shall immediately notify DBH should an employee become sanctioned or excluded by the Office of the Inspector General, General Services Administration, and/or the Department of Health Care Services.

8. 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).

XX. 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. Notice of Adverse Benefit Determination Procedures

Contractor shall ensure that staff is knowledgeable of State law and DBH policy/procedure regarding the issuance of Notice of Adverse Benefit Determination (NOABDs).

D. 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.

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

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. SUDRS Information and Guidelines

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 SUDRS 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.

Contractor agrees to and shall comply with all requirements and procedures established by the State, County, and Federal Governments, including those for quality improvement, and

including, but not limited to, submission of periodic reports to DBH for coordination, contract compliance, and quality assurance.

M. 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.

XXI. Laws and Regulations

A. Contractor agrees to comply with all relevant Federal and State laws and regulations, including, but not limited to those listed below, inclusive of future revisions, and comply with all applicable provisions of:

1. 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) Substance Abuse Prevention and Treatment Block Grant and Drug Medi-Cal Contract.

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. 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 to 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.

E. 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.

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 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, OIG.

Contractor's Compliance Program must include the following elements:

a. Designation of a compliance officer and compliance committee that is accountable to senior management and/or 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 and Certification 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.

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

XXII. Patients' Rights

Contractor shall take all appropriate steps to fully protect patients' rights, as specified in Welfare and Institutions Code Sections 5325 et seq.; Title 9 California Code of Regulations (CCR), Sections 861, 862, 883, 884; and Title 22 CCR, Sections 72453 and 72527.

XXIII. Confidentiality

Contractor agrees to comply with confidentiality requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), commencing with Subchapter C; 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.

XXIV. Admission Policies

A. Contractor shall develop patient/client admission policies, which are in writing and available to the public.

B. Contractor's admission policies shall adhere to policies that are compatible with Department of Behavioral Health service priorities, and Contractor shall admit clients according to procedures and time frames established by DBH.

C. Notice to Patients of Federal Confidentiality Requirements

At the time of admission or, in the case that a patient does not have capacity upon admission to understand his/her medical status, as soon thereafter as the patient attains such capacity, the following must be provided:

1. Communication to the patient that federal law and regulations protect the confidentiality of substance use disorder patient records; and

2. A summary in writing of the federal law and regulations. Required elements of the written summary include:

    a. A general description of the limited circumstances under which a Part 2 program may acknowledge that an individual is present or disclose outside the Part 2 program information identifying a patient as having or having had a substance use disorder;

    b. A statement that violation of the federal law and regulations by a Part 2 program is a crime and that suspected violations may be reported to appropriate authorities consistent with §2.4, along with contact information;

    c. A statement that information related to patient's commission of a crime on the premises of the Part 2 program is not protected; and

    d. A citation to the federal law and regulations.

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

XXV. Medical Records/Protected Health Information

A. Contractor agrees to maintain and retain medical records according to the following:

1. The minimum maintenance requirement of medical records is:

a. The information contained in the medical record shall be confidential and shall be disclosed only to authorized persons in accordance to local, State and Federal laws.

b. Documents contained in the medical record shall be written legibly in ink or typewritten, be capable of being photocopied and shall be kept for all clients accepted for care or admitted, if applicable.

c. If the medical record is electronic, the Contractor shall make the computerized records accessible for the County's review.

2. The minimum 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.

XXVI. Transfer of Care

Prior to the termination or expiration of this Contract, and upon request by the County, the Contractor shall assist the County in the orderly transfer of behavioral health care for beneficiaries in San Bernardino County. In doing this, the Contractor shall make available to DBH copies of medical records and any other pertinent information, including information maintained by any subcontractor that is necessary for efficient case management of beneficiaries. Under no circumstances will the costs for reproduction of records to the County from the Contractor be the responsibility of the client.

XXVII. Quality Assurance/Utilization Review

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

B. 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.

C. 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.

D. Contractor agrees to be part of the County Quality Improvement planning process through the annual submission of Quality Improvement Outcomes in County identified areas.

E. 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.

XXVIII. Independent Contractor Status

Contractor understands and agrees that the services performed hereunder by its officers, agents, employees, or contracting persons or entities are performed in an independent capacity and not in the capacity of officers, agents or employees of the County.

All personnel, supplies, equipment, furniture, quarters, and operating expenses of any kind required for the performance of this Contract shall be provided by Contractor.

XXIX. Subcontractor Status

A. If Contractor intends to subcontract any part of the services provided under this Contract to a separate and independent agency or agencies, Contractor must submit a written Memorandum of Understanding (MOU) with that agency or agencies with original signatures to DBH. The MOU must clearly define the following:

1. The name of the subcontracting agency.
2. The amount (units, minutes, etc.) and types of services to be rendered under the MOU.
3. The amount of funding to be paid to the subcontracting agency.
4. The subcontracting agency's role and responsibilities as it relates to this Contract.
5. A detailed description of the methods by which the Contractor will insure that all subcontracting agencies meet the monitoring requirements associated with funding regulations.
6. A budget sheet outlining how the subcontracting agency will spend the allocation.

B. Any subcontracting agency must be approved in writing by DBH and shall be subject to all applicable provisions of this Contract. The Contractor will be fully responsible for 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.

XXX. 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.

XXXI. Indemnification and Insurance

A. Indemnification

Contractor agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising

out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

B. Additional Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

C. Waiver of Subrogation Rights

Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

D. Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

E. Severability of Interests

Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

F. Proof of Coverage

Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the contract is executed. Additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor

shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and all endorsements immediately upon request.

G. Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A-VII”.

H. Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

I. Failure to Procure Coverage

In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

J. Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

K. Insurance Specifications

Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

1. Workers' Compensation/Employers Liability

   A program of Workers' Compensation insurance or a State-approved, Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits, covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

   If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the County’s Director of Risk Management.

   With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

2. Commercial/General Liability Insurance

   Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

   a. Premises operations and mobile equipment.

   b. Products and completed operations.

   c. Broad form property damage (including completed operations).

   d. Explosion, collapse and underground hazards.

   e. Personal Injury.

   f. Contractual liability.

   g. $2,000,000 general aggregate limit.

3. Automobile Liability Insurance

   Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

   If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

4. Umbrella Liability Insurance

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

5. Cyber Liability Insurance

Cyber Liability Insurance with limits of not less than $1,000,000 for each occurrence or event with an annual aggregate of $5,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

L. Professional Services Requirements

1. Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim or occurrence and two million ($2,000,000) aggregate limits;

or

Errors and Omissions Liability Insurance with limits of not less than one million ($1,000,000) and two million ($2,000,000) aggregate limits;

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) with a two million dollars ($2,000,000) aggregate limit.

3. If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The "claims made" insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

XXXII. Nondiscrimination and Grievance and Complaint Procedures

A. General

Contractor agrees to serve all clients without regard to race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability pursuant to the Civil Rights Act of 1964, as amended (42 U.S.C., Section 2000d), Executive Order No. 11246, September 24, 1965, as amended, Title IX of the Education Amendments of 1972, and Age Discrimination Act of 1975.

Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.

B. Americans with Disabilities Act/Individuals with Disabilities

Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 1202 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto.

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. Grievance and Complaint Procedures

Contractor shall ensure that staff are knowledgeable on the County DBH Notice of Personal/Civil Rights (designated as Attachment I) and ensure that any complaints by recipients are referred to the County in accordance with the procedures.

F. 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.

G. 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 (CFR), Part 84, Non-discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance;

4. Title 24 (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).

H. 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).

I. Policy Prohibiting Discrimination, Harassment, and Retaliation

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

   The County prohibits discrimination, harassment, and/or retaliation on the basis Race, Religion, Color, National Origin, Ancestry, Disability, Sex/Gender, Gender Identity/Gender Expression/Sex Stereotype/Transgender, Sexual Orientation, Age, Military and Veteran Status. These classes and/or categories are Covered Classes covered under this policy; more information is available at www.dfeh.ca.gov/employment.

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

2. Contractor shall comply with 45 C.F.R. § 160.316 to refrain from intimidation or retaliation. Contractors may not threaten, intimidate, coerce, harass, discriminate against, or take any other retaliatory action against any individual or other person for:

   a. Filing of a complaint;

   b. Testifying, assisting, or participating in an investigation, compliance review, proceeding, or hearing;

   c. Opposing any unlawful act of practice, provided the individual or person has a good faith belief that the practice opposed is unlawful, and the manner of opposition is reasonable and does not involve a disclosure of protected health information.

XXXIII. 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.

XXXIV. Contract Amendments

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

XXXV. Assignment

A. This Agreement shall not be assigned by Contractor, either in whole or in part, without the prior written consent of the Director.

B. This Contract and all terms, conditions and covenants hereto shall 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.

XXXVI. 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.

XXXVII. 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.

XXXVIII. Venue

The venue of any action or claim brought by any party to the Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning the Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

XXXIX. Conclusion

A. This Agreement consisting of fifty-four (54) pages, Schedules, Addenda, and Attachments inclusive is the full and complete document describing the services to be rendered by Contractor to the County, including all covenants, conditions and benefits.

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

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

COUNTY OF SAN BERNARDINO

► _____
Curt Hagman, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

Mental Health Systems, Inc.
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

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

Title _____
(Print or Type)

Dated: _____

Address _____

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

AGREEMENT FOR FEDERAL BLOCK GRANT

CONTRACTOR NAME: MENTAL HEALTH SYSTEMS, 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---

AGREEMENT FOR THE PROVISION OF SUBSTANCE USE DISORDER SERVICES ENVIRONMENTAL PREVENTION STRATEGIES AND SERVICES

CONTRACTOR NAME: MENTAL HEALTH SYSTEMS, INC.

A. Contractor shall provide Environmental Prevention Strategies and Services services as defined herein to San Bernardino County residents.

B. FACILITY LOCATIONS:

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

Colton Location	**Needles Location**
1076 Santo Antonio Dr., STE B	300 H. Street
Colton, CA 92324-8183	Needles, CA Zip 92363-2928

C. Background

In 1998, both the U.S. Department of Education and the Center for Substance Abuse Prevention proposed that funds allocated for substance use disorder prevention be awarded to programs that are scientifically defensible and performance-based. It is, therefore, expected that all prevention programs show evidence of performance-based prevention services that are scientifically defensible with measurable results.

DBH develops a strategic plan every five years that is reviewed on an annual basis which outlines the County's approach to SUD prevention services through the use of community-based, environmental prevention strategies. The DBH County Prevention Services are founded on the Strategic Plan for SUD Prevention and hereby incorporated by reference.

Successful environmental prevention services in the County produce effective community-level results through the use of five integrated strategies that produce sustainable outcomes, which include the following:

- Data collection and analysis
- Community organizing
- Policy development based on environmental or community condition change
- Media advocacy, and
- Enforcement

These five strategies are designed to produce changes in the community environment and align with the SUD Prevention Priority Areas: Alcohol Prevention, Marijuana Prevention, Methamphetamine Prevention, and Opioid Prevention.

Successful outcomes in prevention efforts have previously been developed through work that employs a logic model that integrates the five strategies into clear prevention campaigns.

D. Program Requirements

1. Program services are implemented through community collaborations consisting of prevention service providers, regional community members, and often, key members from law enforcement, school, and other health and social services systems. Within the region, these collaborations work to advance the goals of one or more of the SUD Prevention Priority Areas through specific regional campaign plans. Experience from successful prevention campaigns has also determined that many effective strategies begin in local communities and are then developed into regional, multi-regional and countywide efforts. Consequently, in addition to the regional efforts, the prevention service providers receive and provide support and leadership in planning, developing, and implementing the countywide campaigns for the prevention priority areas.

2. Prevention campaigns conducted will include problem identification, data collection and analysis, priority setting, research-supported strategy development, establishment of performance measures, program implementation, and evaluation and feedback. Logic Models and Work Plans will describe how each regional/community level prevention service develops local campaign plans in response to a prevention priority area and how the effort works in conjunction with other prevention service providers to implement countywide efforts on behalf of each priority area. In addition, the Logic Models and Work Plans shall describe how the goals will be advanced for each SUD Prevention Priority Area selected using a community-based environmental prevention approach and incorporating the five integrated strategies described. The Logic Model and Work Plan includes activities in support of countywide prevention efforts that assist in achieving the overall goals of SUD Prevention Priority Areas.

3. Program Objective

   Contractor shall advocate, establish, and maintain evidence-based SUD prevention services and shall provide technical assistance to communities to achieve changes in conditions that reduce SUD problems among youth and young adults in San Bernardino County. The prevention services shall be provided in accordance with the County Strategic Prevention Framework and shall implement evidence-based prevention strategies in the regions. Contractor shall provide services as part of an integrated County effort, at community, regional, and county levels, to implement the Prevention Framework and support the SUD prevention priority areas described below and referred to as SUD Prevention Priority Areas.

   a. Alcohol Prevention

   b. Marijuana Prevention

c. Methamphetamine Prevention

d. Opioid Prevention

Contractor shall provide countywide technical assistance to the communities, cities, and stakeholders as approved by DBH.

Region(s)	Additional Services
• Central Valley • Needles	Co-facilitation/coordination of DBH-approved Policy Workgroup. ***Note***: Co-facilitation/coordination will be based on direction and approval by DBH.

E. General Requirements

1. Provide regional and/or local evidence-based prevention services through the engagement of diverse community members, local organizations, and public agencies and youth/young adults to change community conditions that contribute to SUD problems. Include all SUD Prevention Priority Areas described below. Contractor shall select all SUD Prevention Priority Areas and objectives based on a comprehensive needs assessment. Statement of Goals below shall be included in the proposed Work Plan.

2. Initiatives to be addressed under this program are as follows:

   a. Alcohol Prevention – to reduce the problems associated with the accessibility, sales, and misuse of alcohol by diverse youth and young adults.

   b. Marijuana Prevention – to reduce the problems associated with accessibility, favorable attitudes, sales, and misuse of marijuana by diverse youth and young adults.

   c. Methamphetamine Prevention – to reduce the problems associated with accessibility, manufacture, distribution, sales, and use of methamphetamines by diverse youth and young adults.

   d. Opioid Prevention – to increase education and reduce the problems associated with availability, incorrect disposal and misuse by diverse youth and young adults.

3. Logic Models and Work Plans

   a. For each SUD Prevention Priority Area, Contractor shall develop and maintain a Logic Model and Work Plan that identifies the specific campaign activities and schedules the timely completion of the deliverables as they relate to the objectives listed.

b. The Logic Model and Work Plan shall describe how the Contractor shall advance the goals of each SUD Prevention Priority Area, using an environmental prevention approach and incorporating the five integrated strategies as described in B. Background above. The Logic Model and Work Plan shall also include activities in support of countywide prevention efforts to achieve the overall goals of the SUD Prevention Priority Areas.

The Prevention priority areas:

1) The comprehensive campaign strategy developed per prevention priority area;

2) The specific goals and objectives to be advanced per prevention priority area;

3) How deliverables shall be linked to the specific goals and objectives of each priority area;

4) The prevention activities and other tasks necessary to achieve each deliverable;

5) The initial, intermediate, and final outcomes;

6) Timelines for completion of the listed activities and tasks;

7) How the Proposer(s) shall achieve final outcomes;

8) How the quality of work shall be assured; and

9) How achievement of these objectives will be documented.

Contractor shall complete a Logic Model and Work Plan for each fiscal year of the contract.

4. Statement of Objectives

Contractor shall advocate for achievement of each SUD Prevention Priority Area indicated in Contractors County-approved Logic Models and Work Plans:

a. Alcohol Prevention:

1) Enacted and/or expanded public policies that discourage private party hosts from making alcohol available to minors, as measured by enacted or expanded ordinances.

2) Enacted policies and/or increased enforcement of existing policies and practices requiring responsible beverage service and sales training by owners and staff of retail outlets selling alcoholic beverages, as measured by enacted ordinances and/or increased enforcement including citations, minor decoy operations, and other compliance activities.

3) Expansion of alcohol-free community events, public parks, and other recreational areas, as measured by enacted and/or expanded local ordinances and/or other policies.

4) Enacted and/or expanded public policies to limit the density of stores selling alcohol in communities over-concentrated with alcohol outlets, as measured by enacted and or expanded local ordinances.

5) Enacted and/or expanded policies to limit selling of low-cost oversized alcoholic single serving items, fortified alcohol products, and promotional items, as measured by enacted or expanded local ordinances or business policies.

6) Implement a community-based campaign designed to educate youth, young adults, and families about the harmful effects of alcohol use.

Note: Responsible Beverage Service (RBS) training shall not be reimbursed under the Contract.

b. Marijuana Prevention:

1) Enacted and/or expanded public policies based on the State of California's Proposition 64 and the County's local ordinances regarding marijuana.

2) Implement a community based campaign designed to educate youth, young adults, and families about harmful effects of marijuana use.

3) Initiate community enforcement efforts to reduced youth and young adult retail access to marijuana.

4) Assess and monitor for land use policies used elsewhere to give cities local control to address potential issues associated with sales, use, distribution, and manufacturing of marijuana.

5) Join efforts with the State and local agencies for data collection.

6) Monitor marijuana use through surveys and treatment data to establish a baseline for future implementation.

c. Methamphetamine Prevention:

1) Implement a community-based campaign designed to educate youth, young adults, and families about harmful effects of methamphetamine use.

2) Research, identify, and conduct enforcement operations to restrict the availability of sales of illegal drug paraphernalia and illegal drug precursors in retail stores as measured by local ordinances, policy enactment, and procedural changes.

3) Monitor methamphetamine use through surveys and treatment data to establish a baseline for future implementation.

d. Opioid Prevention:

1) Educate the community of the safe disposal of unwanted and/or expired prescription drugs in cities and unincorporated areas of the county.

2) Implement a community based campaign designed to educate youth, young adults and families about the harmful effects of opioid misuse.

3) Increase awareness of the opioid prescription use and misuse for youth and young adults as measured by local survey.

4) Monitor opioid use through surveys and treatment data to establish a baseline for future implementation.

F. Program Deliverables

Contractor shall achieve specified deliverables. Each deliverable shall be completed by June 15 of each fiscal year of the contract. Copies of the specified documentation of deliverables identified as completed in each reporting period shall be made available upon request of DBH. The following deliverables shall be achieved in the initial contract period.

1. Collaboration Meetings – Contractor shall support the County's goal of developing collaborative community partnerships.

a. Community Coalition Meetings – Contractor shall be expected to conduct a minimum of 12 meetings per year with one or more community collaborations that consist of coalition member, strategic partner, youth and young adults in support of advancing each SUD Prevention Priority Area, and initiate improvement in diverse community conditions. Strategic partners shall be community members representing key systems that have ready access to and can work with law enforcement, school districts, faith communities, health care organizations, media, parents and/or youth. Meetings shall be documented by meeting minutes, membership lists, commitment letters, sign-in sheets, and policy support letters from collaborative members.

b. Workgroup Meetings – Contractor shall meet with the DBH approved Applied Data and Research (ADR), Policy and Media Advocacy Workgroups at minimum once per month, or as directed by DBH to discuss regional and countywide SUD prevention issues, strategies, and prevention campaign activities. Participation in the monthly workgroups shall help the Contractor in implementing accountable and effective prevention programs, services, and defining outcomes.

c. Co-chair Meetings – Contractor shall provide the optional services of co-facilitating/co-coordinating the DBH approved Policy Workgroup in collaboration with designated DBH staff.

2. Coalition Member Recruiting – Contractor shall engage and retain a minimum of 20 culturally and linguistically diverse community members from the Contractor's chosen region(s), of which approximately 40% of members shall be identified as strategic partners. Strategic partners shall advocate in support of community changes, initiate improvement in community conditions or practices that address each SUD Prevention Priority Area. Coalition members should be representative of the communities they serve. Active recruiting of coalition members shall include youth ages 12-17 and young adults ages 18-25. Youth and young adults shall represent approximately 20% of the coalition. The Contractor shall collect and maintain annual commitment letters from each community member, strategic partner, youth and young adult, to identify roles and responsibilities. Coalition members, including those who have been identified as strategic partners, are not required to be unique to the Contractor. It is understood that some strategic partners work across many regions. Selected coalition members shall not be employed by the County or local government.

3. Media Stories – Contractor and/or their community partners shall develop and submit a minimum of 12 unduplicated media pieces per year in San Bernardino County. Pieces could appear in broadcast, web-based or print media and should be supportive of the Contractor's County approved Work Plan campaign strategies. Media pieces may also include articles submitted as opinion/editorials. Pieces shall advance positions that advocate for specific policies or practices that shall address each SUD Prevention Priority Area and initiate improvement in community conditions. Published media pieces shall be documented using copies, and pieces that are broadcast through electronic media outlets shall be documented by listing title, date, time and the television, radio station, or web site that presented the piece.

   a. All media pieces, print or electronic, shall be submitted to DBH for review in accordance with DBH Media Approval Protocols and Guidelines.

   b. A minimum of three (3) media pieces shall be available in the County's threshold language(s).

      Note: Translation services shall not be reimbursed under the Contract.

4. Media Event or News Conference – Contractor shall plan and conduct a minimum of one media event or news conference that advances specific policies or practices that address each SUD Prevention Priority Area and initiate improvement in community conditions. Media activities shall be consistent and supportive of the Contractor's approved Work Plan campaign strategies.

Contractor shall maintain copies of published and unpublished media outputs including print and video or audiotape of electronic broadcasts. Youth under the age of 18 who participate in media events shall have signed parental consent to participate. Consent shall be maintained and on file at the agency for review by DBH.

Schedules and agendas for all media events and news conferences shall be submitted for review and approval in accordance with DBH Media Approval Protocol and Guidelines.

5. Community Policies – Contractor, in support of community partners and residents, should research and prepare a minimum of two local governing organization (neighborhood-community, City, County, etc.) or institutional (business related organization, Chamber of Commerce, etc.) policies to address each SUD Prevention Priority Area, and initiate improvement in community conditions. The policies shall be consistent and supportive of the Contractor's approved Work Plan campaign strategies, and shall be presented to the local governing authority (City Council, City Planning Commission, Board of Supervisors, Chamber of Commerce, business association, other appropriate groups, etc.). All community policies shall be submitted to DBH, for review and approval, at least ten business days prior to submission and presentation to the appropriate governing or business organization for consideration. Copies of the submitted and/or adopted policies shall document activities.

6. Youth and Young Adult Participation – Contractor shall engage culturally and linguistically diverse youth and young adults between 12 and 25 years of age, as regular members in one or more community collaborations in support of advancing specific policy recommendations that address each SUD Prevention Priority Area and initiate improvement in community conditions. Meeting minutes and collaboration membership lists shall document youth participation.

7. Additional Program Conditions

   a. Assessment – Contractor shall be required to participate in the Applied Data and Research Workgroup (ADRW) and shall be required to conduct community-level risk assessments using ADRW approved tools and protocols. All data collected shall be provided to DBH Research and Evaluation unit (R&E) and shall not be utilized without specific approval of DBH.

   b. Prevention professional(s) shall attend regularly scheduled Prevention Provider Meetings authorized by DBH and other meetings which DBH deems appropriate.

   c. Data Collection and Reporting Requirements – Environmental Prevention Services data shall be collected and reported as deemed necessary by DBH.

1) Primary Prevention SUD Data Service (PPSDS) – Data shall be entered in to the PPSDS system by the 5th of the month in accordance with DBH directives. The monthly data entries shall include pertinent information related to strategic objectives, date of prevention activities, demographic information, if applicable, and CSAP strategies employed in the delivery of service. In addition, Contractor shall submit PPSDS entries within 5 business days of the previous month and shall make all revisions to PPSDS entries in accordance with DBH timelines.

2) Contractor shall demonstrate progress in achieving measurable results as listed in the Strategic Prevention Plan for each Priority Area.

3) Contractor shall evaluate program outcomes quarterly to assess progress toward achieving goals and objectives. Contractor shall evaluate relevant data (statistical and anecdotal), problems encountered in achieving or failing to achieve proposed objectives, methods employed to resolve stated problems, etc., and this information shall be provided in Quarterly Reports. Contractor shall use the evaluation results to refine, improve and strengthen programs. Contractor shall submit quarterly progress reports describing specific accomplishments, services provided, counts, and collections to DBH by the 30th calendar day of the month following the end of each quarter. Reports shall be submitted in the format and on a schedule approved by DBH.

4) Annual Report – Contractor shall report annually to the County on year to date accomplishments, services provided, counts, and collections for each priority area as outlined in each work plan. Included shall be an analysis of how the resources invested in SUD prevention affected a city level, regional change, or a change in the targeted population within the County. All outcomes shall be clearly identified along with the process used to measure outcomes.

8. Requirements for Service Delivery

a. Regional Services – Contractor shall develop, implement and maintain regional-based SUD prevention services within one or more SUDRS prevention services regions, to meet the goals listed in the Strategic Plan for Prevention. Regional-based services shall operate within a specific DBH prevention region or community. Contractor shall implement activities that include planning, development and/or review of relevant data, setting priorities and strategies for improving community conditions that affect diverse children, youth, young adults and families, and the development and implementation of specific prevention campaigns in

support of the SUD Prevention Priority Areas. To leverage local, regional and countywide efforts, services shall also, in conjunction with other prevention service providers, contribute to the countywide initiative effort through leadership, support, and technical assistance.

b. Collaborative and Environmental Services Model – Prevention services shall clearly reflect evidence-based services developed using a prevention campaign model and shall demonstrate integration of the five strategies. Contractor shall, in providing prevention services, only use Federal SUD prevention strategies approved for funding under Federal Substance Abuse Prevention and Treatment (SAPT) Block Grant guidelines. Implementation shall describe the involvement of multiple partners in collaboration to achieve program objectives, the development and implementation of environmental, policy-focused approaches, and the development and implementation of a strategic media plan.

c. Participation in Countywide Media Advocacy Services – Contractor shall make available copies of final linguistic and culturally competent media releases (news pieces or opinion/editorials), plans for media events and news conferences to DBH for tracking broadcasts, publications, and news pieces. Contractor shall also work with the countywide media advocacy workgroup to ensure an effective and consistent presentation of materials and that releases of news pieces and the timing of media events are coordinated to assure media interest. Contractor shall acquire previously designed drafts of culturally and linguistically appropriate news pieces, as available, from the countywide media advocacy workgroup and customize these drafts for local media release to ensure consistency of message as supporting the SUD Prevention Priority Areas.

d. Participation in Countywide Policy Workgroup – Contractor shall support and advance Countywide SUD Prevention Priority Areas by providing leadership, support, and resources for the SUD prevention priority areas, as a part of the overall prevention effort. Participation in prevention priority areas, including marijuana, alcohol, methamphetamines, and opioids, may include leadership or active participation in the policy work group or subcommittee. Contractor activities and level of support shall be described in the annual Work Plan. Contractor shall work collaboratively with other prevention service providers to ensure coordination and successful outcomes of the countywide prevention policy initiative goals and objectives. **Contractor shall provide the optional services of co-facilitating/co-coordinating the DBH approved Policy Workgroup in collaboration with designated DBH staff**.

e. Federal and State Prevention Services Requirements – Changes in Federal and/or State of California SUD prevention service requirements

may occur, primarily in how outcomes are identified and reported. Contractor shall, for all service categories, participate with the County as necessary to develop and implement required changes into the prevention program and services.

f. SUDRS Information and Guidelines – Contractor agrees to adhere to all memos, letters, or instruction given by the Deputy Director and/or Senior Program Manager or designee in the provision of any and all SUD programs. Contractor acknowledges full understanding of the provisions referenced in any memos, letters, or instructions given and agrees to operate the respective SUD prevention programs in accordance with the provisions of such information and the provisions of the 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.

G. Staffing Requirements

Contractor shall recruit, hire and maintain program staff with the knowledge and experience necessary in planning and implementing SUD problem prevention strategies to provide required diverse community services.

1. Staffing Requirements for Regional-Based SUD Environmental Prevention Services:

   Contractor shall employ full-time key staff person(s) that meet the qualifications listed and shall demonstrate evidence of the minimum range of experience and skills within the proposed program staffing. Contractor is not required to have a unique staff member for each of the key staff skills if the available staff individual possesses the range of skills required for the key staff positions.

   a. On-Site Manager – There shall be a full-time on-site program manager for the program unless prior written approval is received from DBH. The program manager's time may be divided between administration and direct services.

   b. Prevention Services Specialist – Position shall require at least one year prevention services experience to include one or more prevention campaigns or at least 40 hours of training within the Prevention Professional Competencies prior to providing environmental prevention services, and 20 hours annually of continuing education thereafter. Position requires knowledge of the underlying principles of the public health perception of substance use disorders; knowledge of the underlying principles and application of environmental strategies that advance policy-based prevention approaches to reduce substance use disorders; and competency to translate community-based planning objectives to reduce substance use disorders into action plans using environmentally focused strategies with specific policy goals.

c. Media Advocacy Specialist – Position shall require at least one year prevention services experience to include one or more prevention campaigns or at least 40 hours of training within the Prevention Professional Competencies prior to providing environmental prevention services, and 20 hours annually of continuing education thereafter. Position requires knowledge of the underlying principles of the use of media advocacy to reduce substance use disorders; competency in translating community-based planning objectives to reduce substance use disorders into policy goals for media advocacy; and competency in planning, developing and implementing effective media action plans for SUD prevention campaigns.

d. Community Organization Specialist – Position shall require at least one year prevention services experience to include one or more prevention campaigns or at least 40 hours of training within the Prevention Professional Competencies prior to providing environmental prevention services, and 20 hours annually of continuing education thereafter. Position requires knowledge and competency in organizing, developing and sustaining community-based collaborations aimed at achieving environmental change to reduce community substance use disorders and knowledge of the purpose and function of multi-system collaboration to affect organizational and systems changes to reduce substance use disorders in communities.

2. Review and Comment on the Qualifications of Prevention Services Staff – DBH shall receive, review and comment on the candidates under consideration for hire and shall receive a copy of the candidates resume and supporting documentation for file within five business days of the candidate's hire. If candidates have previous prevention work experience, this may waive the initial forty (40) hours of initial training required.

3. Qualification Documentation – Contractor shall maintain a copy of the resume and any supporting documentation that personnel assigned to the program meet the above standards in the personnel file for all personnel hired under the Contract by the last day of the first full month of employment. Documentation shall be maintained in the program's personnel file and shall be available for County monitoring purposes.

4. Ethnic or Cultural/Linguistic Representation and Sensitivity – Contractor, in all service categories provided, shall ensure that staff providing services be representative of the ethnic or cultural configuration of the community served or is sensitive to the ethnic and cultural/linguistic diversity of the community served. Educational information, media pieces, flyers, and/or meeting information shall be provided in, at minimum, threshold languages identified by DBH. Provisions for translation services shall be provided by the Contractor.

5. Clearances for Employees and Volunteers:

   a. Clearances for Work with Minors – Employees, volunteers, and interns, who work directly with minors, shall have appropriate criminal background checks and clearances completed by Contractor prior to employment and annually thereafter. Documentation shall be maintained in the program's personnel file and shall be available for County monitoring purposes.

   b. Department of Justice (DOJ) – Employees, volunteers, and interns shall successfully register with and receive an appropriate clearance by DOJ that conducts criminal background checks for persons who work with minors.

   c. Drug Testing – Employees, volunteers, and interns shall be drug tested prior to hire and drug test results shall be negative for illegal drug use, including marijuana. Documentation shall be maintained in the program's personnel file and shall be available for County monitoring purposes.

   d. Tuberculosis Testing – Employees, volunteers, and interns shall be tested for tuberculosis prior to hire and will be free of active disease, documented by a negative skin test and being symptom free. Documentation shall be maintained in the program's personnel file and shall be available for County monitoring purposes.

   e. References – Employees, volunteers, and interns shall provide a minimum of one personal and one prior employment reference. Contractor shall verify reference information, and employees and volunteers shall not have any unresolved negative references for working with minors.

   f. Removal – Contractor shall immediately remove an employee, volunteer, or intern with an unresolved negative clearance from working directly with minors.

H. Administrative Requirements

1. Contractor shall maintain adequate files and records and meet statistical reporting requirements

2. Contractor shall have the administrative and fiscal capability to provide and manage the proposed services and ensure an adequate audit trail.

3. Regulations and Standards

   a. Contractor shall comply with all State and Federal statutes, regulations and DBH Guidelines regarding confidentiality.

   b. Contractor shall ensure staff are knowledgeable on the County DBH Grievance and Appeals procedures and ensure that any complaints by clients are referred to the County in accordance with the procedures. The Policy consists of items such as:

      1) DBH-SUDRS follows-up on all complaints

2) Strict timelines are followed for complaint resolution

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

4) DBH ACCESS Unit shall be notified of all complaints

5) A copy of the County DBH Notice of Personal/Civil Rights shall be displayed in an area accessible and conspicuous to the public including, clients and staff/volunteers/interns (**Attachment I**).

c. Contractor shall ensure all incidents with clients, community members or stakeholders are reported on the "Unusual Occurrence/Incident Report" County form QM053. Incidents can be, but are not limited to:

1) Dangerous Behavior

2) Medical/Injury

3) Disturbance/Destruction of Property

4) Victimized

5) Death

6) Dangerous Behavior – Self

7) Sexual Behavior

8) Other's (not listed)

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

4. Evaluation and Management Processes

a. Evaluation Requirements – Contractor shall maintain the technical capacity to identify performance indicators and to collect and report data on program performance and outcomes. Contractor will participate in a countywide evaluation system to evaluate prevention, treatment, and recovery programs.

b. Evaluation Plan – Contractor shall develop a program evaluation plan that assesses the achievement of each objective for their program, including process and outcome measures. Contractor shall define in the evaluation plan, how program operations and activities will be measured, what instruments/tools will be utilized and what data will be collected and analyzed in determining the effectiveness of program services.

Contractor will utilize instruments/tools to collect data and outcomes, taking into consideration their appropriateness with respect to cultural sensitivity and relevance to the specific population that the program serves.

The evaluation plan will be approved by DBH.

c. Quality Management Process – Contractor shall have internal quality management processes that the Contractor will use to ensure appropriate and adequate services are provided; defining how outcome data and other appropriate and adequate services will be used in the continuous quality improvement process.

d. Performance Management Process – Contractor shall describe the internal performance management process the Contractor will use to ensure that program performance standards and outcomes are achieved in accordance with the logic models and work plans for each respective priority area. Describe how corrective action is initiated.

e. County Objectives – Contractor will support and advance the County SUD Prevention Priority Areas.

I. Program Consideration

1. Geographical/Regional Service Area(s) – DBH's regional system of services consists of seven regions. The County is divided into the following regions: Central Valley, East Valley, West Valley, Mountains, High and Low Desert, and Needles. Contractor shall provide services to their specific regions identified.

2. Service Location Requirements – Environmental Prevention Services

   a. Sites and Facilities – Contractor shall provide, schedule or otherwise arrange all sites, facilities, facility management, supplies and other resources necessary to provide program services or scheduled activities or events. Contractor may utilize multiple sites and/or locations within the service area.

   b. Disabled Access – All sites and facilities shall be physically and programmatically accessible to the disabled, pursuant to ADA and California Title 24.

   c. Sites, Facilities and Program Related Permits, Licenses and Certification – Contractor shall maintain all required site, facilities and program related permits, licenses and certifications necessary to provide program services, activities and events. Documentation shall be maintained in the program's files and shall be available for County monitoring purposes.

---END OF ADDENDUM---

Agency Name: Mental Health Systems- Central Valley Region (CVPP)
Related Initiative: Alcohol 2021-2022

Identified Problem	Contributing Factors
Alcohol availability (ease of access) contributes to early onset of alcohol use and alcohol related collisions among youth and young adults.	1. Underage drinking in private homes, easy access to alcohol at house parties. 3. Youth accessing alcohol at home without parent's knowledge which also provides opportunities for binge drinking. 4. Youth accessing alcohol through shoulder taps, alcohol provided by adults age 21 and over. 5. Lack of legal sanctions against adults providing alcohol to underage youth or locations to drink. 6. Alcohol impaired collisions. 7. Early onset of alcohol use.

Objective	Strategies	Expected Outcomes			Indicators
		Short Term	Intermediate	Long Term	
To work with local government and community to reduce the number of alcohol related traffic collisions involving youth and young adults as measured by law enforcement records by 2022.	Education Environmental Community Based Process Information Dissemination	Increase community action projects in coordination with local law enforcement to increase perception of harm of impaired driving through interactive awareness booths. World Cafés to discuss issues associated with youth/young adult impaired driving and community interventions to create preferred conditions Increase community and youth action projects in coordination with local law enforcement to increase	Increase perception of harm of impaired driving among of parents, youth, and young adults and alcohol related collisions involving youth and young adults. Increase in number of youths who believe underage and binge drinking is serious and pledge not to drink and drive or attend parties where underage drinking occurs Collaborate with local law enforcement on campaigns to increase the perception of harm and awareness associated with	Develop network of coalition youth members who actively participate in Safe and Sober Holidays Campaign and Under21? Think-O-No Drink-O prom and graduation season campaign Developed network of parents who are supporting youth action projects to reduce underage drinking to support local efforts to reduce the number of alcohol related traffic collisions involving youth and young adults.	Law Enforcement Records Pre-post Surveys Local Surveys PPSDS

		perception of harm of impaired driving through interactive awareness booths.	youth/young adult impaired driving during holiday season and prom season.		
To work with community and local government to decrease availability of alcohol to youth from retailers as measured by ABC by 2022	Environmental (Minor Decoy Operations)	Increase community and youth action presentations and world cafes to educate community on policies and legalities of selling alcohol to minors. Increased community support for policies (DAO) and best practices that decrease availability of alcohol to youth from retailers as measured by ABC	Increase in policy development trainings to support local efforts to decrease availability of alcohol to youth from retailers. Youth leaders are identified and trained to increase knowledge on alcohol availability & advocacy skills	Increase numbers of community members who increase their knowledge about local policies and legalities about selling alcohol to minors. Increase collaboration among community to support enforcement of DAO.	Pre-post Surveys Local Surveys Minor Decoy Operations ABC Law Enforcement Records Compliance of alcohol retailers with DAO
To work with community to decrease availability of alcohol to youth from adults as measured by law enforcement records by 2022	Education Community Based Process Information Dissemination	Participation by youth in prevention planning, development, and implementation of youth action projects to help reduce social hosting. Youth/parents participate in presentations and world cafes to educate community and influence stakeholders to support coalition efforts to reduce	Community groups receive training and technical assistance to develop community action projects to reduce social hosting Increase support for door-knocking coalition members during campaign seasons 2 presentations held to support enforcement of SHO	Increase number of community members participating in door-knocking during campaigns and presentations to city council and school council Increased numbers of youth who participate in policy development projects to reduce underage and binge	Pre-post Surveys Local Surveys Social Host Ordinance Citations

		social hosting. Increase community enforcement (reporting underage drinking)	Increased opportunities for youth ambassadors who participate in presentations, interactive booth, public speaking to help reduce social hosting Community-wide campaigns held two times a year in collaboration with FNL	drinking at house parties. Increased support for consistent enforcement during campaigns and high-risk seasons Increase in number of citations for house parties & other underage drinking laws	

DATA:

- The 2017 Youth Risk Behavior Survey found that among high school students, during the past 30 days: 30% drank some amount of alcohol, 14% binge drank, 6% drove after drinking alcohol, 17% rode with a driver who had been drinking alcohol. Kann L, McManus T, Harris WA, et al. Youth Risk Behavior Surveillance — United States, 2017. *MMWR Surveill Summ* 2018;67(No. SS-8):1–114.

- Young drivers (ages 16-20) are 17 times more likely to die in a crash when they have a blood alcohol concentration of .08% than when they have not been drinking. Center for Disease and Control. (2012). *Retrieved from: https://www.cdc.gov/vitalsigns/teendrinkinganddriving/index.html*

- 85% of teens in high school who report drinking and driving in the past month also say they binge drank. In the survey, binge drinking was defined as having 5 or more alcoholic drinks within a couple of hours. *Center for Disease and Control. (2012). Retrieved from: https://www.cdc.gov/vitalsigns/teendrinkinganddriving/index.html*

- Teens who start drinking before age 15 years are 5 times more likely to develop alcohol dependence or abuse later in life than those who begin drinking at or after the legal age of 21. *USA.gov. "Fact Sheets - Underage Drinking." Centers for Disease Control and Prevention. Accessed February 24, 2014, http://www.cdc.gov/alcohol/fact-sheets/underage-drinking.htm*.

- In 2018, among 12–14-year-olds who reported that they drank alcohol in the past month, 96.4 percent reported that they got it for free the last time they drank In many cases, adolescents have access to alcohol through family members, or find it at home. *SAMHSA. 2018 National Survey on Drug Use and Health. Table 6.16B—Source Where Alcohol Was Obtained for Most Recent Use in Past Month among Past Month Alcohol Users Aged 12 to 20, by Age Group and Gender: Percentages, 2017 and 2018. https://www.samhsa.gov/data/sites/default/files/cbhsq-reports/NSDUHDetailedTabs2018R2/ NSDUHDetTabsSect6pe2018.htm#tab6-16b.*

Agency Name: Mental Health Systems- Central Valley Region (CVPP)
Related Priority Area: Marijuana 2021-2022

Identified Problem	Contributing Factors
The favorable attitude of marijuana and the ease of access of marijuana contribute to early use among youth and young adults.	1. Significant portion of residents listed marijuana use and marijuana products as a problem in communities among youth. 2. Easy access to marijuana and marijuana products. 3. Lack of awareness of local marijuana policies. 4. Low perception of harm among youth. 5. Early Onset of marijuana use.

Objectives	Strategies	Expected Outcomes			Indicators
		Short Term	Intermediate	Long Term	
Young adults will increase their perception of harm for marijuana use as measured by pre-post surveys and/or local surveys by 2022 .	Education Community Based Process Information Dissemination	Beginning 2021, provide at least one school-based educational program for youth highlighting the harmful effects of marijuana use as indicated in PPSDS. Beginning 2021, provide at least one presentation for young adults in a community setting (e.g. town halls, world cafes, assembly presentations, web casts, speaking panels) to engage young adults in learning about the harmful effects of marijuana use as indicated in PPSDS.	Young adults will increase their perception of harm for marijuana use as measured by pre-post surveys and/or local surveys. Increase in number of parents and other adults who believe underage marijuana use is a serious problem and are aware of local policies Increase in number of youths who believe marijuana is serious and pledge to stay marijuana free	Young adults will continue to have increased their perception of harm for marijuana use as measured by pre-post surveys and/or local surveys Increase in students who report a decrease in marijuana use (CHKS Data) Develop network of parents and youth (coalitions) who are monitoring social access opportunities for use of marijuana	Pre-post Surveys Local Surveys CHKS data PPSDS

				and local policies	
	Education Community Based Process Information Dissemination	Provide at least one presentation for community highlighting the harmful effects of marijuana use as indicated in PPSDS Increased community knowledge of existing local policies on marijuana and best practices that deter young people from underage use of marijuana and marijuana products	Young adults will increase their decision-making skills around marijuana use as measured by pre/post surveys and/or local surveys Attend policy development trainings to identify needs for policy development opportunities to reduce underage marijuana use Participate in county workgroup meetings to increase knowledge about regional and countywide EPSS efforts.	Increase numbers of community engagement by increasing the number of community members working to reduce underage marijuana use Increase in policy enforcement projects and stronger collaboration among all sectors	Pre-post Surveys Local Surveys NSDUH Reports PPSDS CHKS data
Decrease in youth access of marijuana from adults as measured by law enforcement records by 2022	Environmental Community Based Process Information Dissemination	Conduct at least one community assessment, environmental scan etc. and collect data on local ordinances and policies, etc. to look at policy development and ensure compliance with local ordinances and policies as indicated in PPSDS Develop and implement at least one high visibility awareness campaign/community action project utilizing social media tools, door hangers, Cannabis	Decrease marijuana dispensary availability as measured by dispensary statistics Conduct Marijuana Prevention Community trainings and provide technical assistance to community to develop community action projects to reduce accessibility of marijuana to youth under 21 Collaboration with law	Decreased youth access of marijuana from adults as measured by law enforcement records Increased numbers of youth who participate in policy enforcement projects to reduce underage marijuana use Continue to monitor changes in local marijuana laws	Law enforcement records Pre-post Surveys Local Surveys PPSDS Dispensary statistics

		Decoded Campaign, etc.) to help decrease accessibility of marijuana from adults and peers as indicated in PPSDS Begin to engage Law enforcement partners to help decrease youth access to marijuana from adults and peers Collaboration with Friday Night Live to support efforts to reduce underage marijuana use	enforcement for updates on enforcement on local marijuana laws Increased opportunities for youth ambassadors who participate in presentations, interactive booth, public speaking to help increase awareness of the harmful effects of underage marijuana use and reduce accessibility	Increase in policy enforcement projects and stronger collaboration among all sectors Law enforcement actively working in collaboration with community enforcement to decrease underage marijuana use	

DATA:

- Nearly 25% of teens used marijuana in the past year. In 2018, nearly one-quarter of teens (24%) in grades 8 through 12 used marijuana in the past year and 15% used it in the past 30 days. *https://truthinitiative.org/research-resources/substance-use/link-between-marijuana-and-e-cigarettes*

- Eighty percent of 12th graders reported marijuana being easier or fairly easy for them to obtain, including in states where it remained illegal, in 2018. *https://truthinitiative.org/research-resources/substance-use/link-between-marijuana-and-e-cigarettes*

- Marijuana use directly affects the brain — specifically the parts of the brain responsible for memory, learning, attention, decision making, coordination, emotions, and reaction time. Developing brains, like those in babies, children, and teens, are especially susceptible to the adverse effects of marijuana. *Meier, M.H., et al., Persistent cannabis users show neuropsychological decline from childhood to midlife. Proc Natl Acad Sci U S A, 2012. 109(40): p. E2657-64*.

- Research shows that marijuana use can have permanent effects on the developing brain when use begins in adolescence, especially with regular or heavy use. *https://www.drugabuse.gov/publications/marijuana/what-are-marijuanas-long-term-effects-brain*

- In 2016, around 4 million people ages 12 and older had a marijuana use disorder. The most severe form also is known as an addiction. *Center for Behavioral Health Statistics and Quality. Results from the 2016 National Survey on Drug Use and Health: Detailed Tables. SAMHSA. https://www.samhsa.gov/data/sites/default/files/NSDUH-DetTabs-2016/NSDUH-DetTabs-2016.htm.*

Agency Name: Mental Health Systems- Central Valley Region (CVPP)
Related Priority Area: Methamphetamine 2021-2022

Identified Problem	**Contributing Factors**
Early initiation of use and family history of use contributing to high frequency of methamphetamine use.	1. Easy access and availability to youth through peers and family members 2. Prevailing attitudes and perceptions of low risk about methamphetamine and other controlled substances 3. Lack of awareness on risks and consequences of methamphetamine 4. Family history of use.

Objective	**Strategies**	**Expected Outcomes**			**Indicators**
		Short Term	**Intermediate Term**	**Long Term**	
Increase family knowledge about the causes and consequences of methampheta mine use as measured by pre-post surveys and/or local surveys by 2022	Education Environment al Community Based Process Information Disseminati on	Beginning 2021, implement presentation and World Café conversation about current conditions and preferred conditions related to methamphetamine. Distribution of printed materials to raise awareness of the dangers and harmful effects of methamphetamine and medications containing precursor chemicals Increased numbers of community members who are aware of the problem associated with methamphetamine through attendance to	Methamphetamine and other controlled substance presentation to raise awareness of the dangers of meth use. Increased number of community members participating in research of local ordinances that restrict availability Distribution of printed materials to raise awareness of the dangers and harmful effects of methamphetamine Increased numbers of community members who are aware of the problem associated	Increased awareness of overall negative impact and harmful effects of methamphetamine use as measured by pre-post surveys and/or local surveys	SUDRS Treatment Data Pre-post Surveys Local Surveys

		presentations and World Cafes to converse about issues associated with meth.	with methamphetamine abuse/misuse		
Increase youth knowledge about the causes and consequences of methampheta mine use as measured by pre-post surveys and/or local surveys by 2022	Education Environment al Community Based Process Information Disseminati on	Implementation of one youth presentation discussing the harmful effects of methamphetamine Implementation of one college-based presentation (i.e. town halls, world cafes, assembly presentations, web casts, speaking panels) about the harmful effects of methamphetamine use as indicated in PPSDS	One training focused on harmful effects of methamphetamine abuse/misuse Increased number of youth who are working to support laws/policies addressing methamphetamine abuse/misuse	Coalition works on supporting enforcement of laws/policies surrounding methamphetamine abuse/misuse	SUDRS Treatment Data Pre-post Surveys Local Surveys
Decrease in methampheta mine use among youth and adults by 2022	Education Community Based Process Information Disseminati on	Participation of youth, parents and community partners in community meetings and forums addressing problems associated with methamphetamine abuse/misuse 3-5 Coalition members are identified and trained to increase knowledge & advocacy skills to help reduce meth use among	Increased number of youth and community partners participating in community-wide awareness campaigns, forums, world cafes, and coalition events that address issues associated with methamphetamine use/abuse Meet regularly to discuss challenges related to	Increased advocacy and numbers of community partners who effectively address issues associated with methamphetamine Increased numbers of youth who participate in policy development projects to help reduce methamphetamine abuse/misuse	SUDRS Treatment Data Pre-post Surveys Local Surveys CHKS Data

		youth and adults	methamphetamine abuse/misuse		

DATA:

- Nationwide, overdose deaths from the category of drugs that includes methamphetamine increased by 7.5 times between 2007 and 2017. *Centers for Disease Control and Prevention, National Center for Health Statistics. Multiple Causes of Death 1999-2017 on CDC WONDER Online Database, released 2018. Available at http://wonder.cdc.gov.*

- Abuse of crystal meth is prevalent in the United States, with the National Institute on Drug Abuse reporting that in 2009, 1.2 million American adults and children 12 years old and over had abused the drug at least once in the previous year. *Drug abuse.org. The effects of crystal meth use. (2010). Retrieved from: https://drugabuse.com/crystal-meth/effects-use/*

- Approximately 9,000 adolescents aged 12 to 17 were current methamphetamine users, and approximately 65,000 between the ages of 18 and 25 had used methamphetamine in the past month.*US Department of Justice Drug Enforcement Administration. (2018). Retrieved from: https://www.dea.gov/sites/default/files/2018-11/DIR-032-18%202018%20NDTA%20final%20low%20resolution.pdf*

Agency Name: Mental Health Systems- Central Valley Region (CVPP)
Priority Area: Opioids 2021-2022

Identified Problem	**Contributing Factors**
Problems associated with use and abuse of opioids and increase in youth access to prescription drugs as well as precursor chemicals found in over the counter medications and home medicine cabinets.	1. Easy access and availability to youth through peers and family members 2. Prevailing attitudes and perceptions of low risk about opioid use and abuse 3. Incorrect disposal of prescribed opioids 4. Increase in youth prescription drug use

Objective	**Strategies**	**Expected Outcomes**			**Indicators**
		Short Term	**Intermediate**	**Long Term**	
To increase youth and adult perception of harm for opioid use/misuse and incorrect disposal of opioids as measured by pre-post local surveys by 2022	Education Community Based Process Information Disseminati on	Beginning 2021, provide one school based educational training on the harmful effects of opioid use/misuse. Beginning 2021, provide at least 2 community based educational World Cafes discussing the harmful effects of opioid use/misuse as indicated in the PPSDS. Beginning 2021, provide at least one collage-based presentation in service area discussing the harmful effects of opioid use/misuse as indicated in PPSDS.	Education Community Based Process Information Dissemination	Youth and families will increase awareness and perception of harm of opioid use/misuse as measured by pre-post surveys and or/or local surveys. Continued increase of community members who are trained and participating in the education efforts to increase awareness of the harm of opioid use/misuse. Increase numbers of community members participating in campaigns and events to promote DEA RX National Take Back Day to increase proper disposal of opioids.	Pre-post Surveys Local Surveys FNL Youth Development Survey PPSDS

To increase the number of unused and/or expired prescription drugs collected as measured by local surveys and/or DEA collection statistics and the Inland Empire Opioid Crisis Coalition reports by 2022.	Environmental Community Based Process Information Dissemination	Beginning 2021, increase number of families promoting and participating in the biannual DEA RX National Take Back Day Beginning 2021, increase collaboration with Inland Empire Opioid Crisis Coalition to support regional efforts to increase number of expired prescription drugs collected.	Increased number of community members who are working on supporting laws/policies and campaigns to increase number of expired prescription drugs collected as measured by DEA statistics. Increased number of spokesperson trainings offered to youth and other community members to effectively address issues surrounding opioids at community level.	By 2022, increase the number of expired prescription drugs collected as measured by local surveys and/or DEA collection statistics and the Inland Empire Opioid Crisis Coalition reports.	Local Surveys DEA (Drug Enforcement Administration) collection statistics IEOCC (Inland Empire Opioid Crisis Coalition) reports.

To increase the number of community members who are working to reduce the number of opioid prescriptions they fill as measured by the California Opioid Overdose Surveillance Dashboard and Inland Empire Opioid Crisis Coalition Reports by 2022.	Environmental Community Based Process Information Dissemination	Beginning 2021, increase participation of youth, parents and community partners in community meetings and presentations to help reduce the number of opioid prescriptions. Increased number of youth and community partners participating in community-wide awareness c world cafes, and/or presentations to educate community about the harms of opioid misuse.	Increased number of youth and community partners participating in community-wide awareness campaigns, forums, world cafes, and coalition events to educate community about the importance of requesting non-addictive alternative pain medication 10 Coalition members are identified and trained to increase knowledge & advocacy skills to support local efforts to reduce number of opioid prescriptions filled.	By 2022, increase advocacy and numbers of community partners who effectively are working to reduce number of opioid prescriptions and requesting non- addictive alternative pain medication as measured by local data reports. By 2022, increase advocacy and numbers of youth and families who effectively are working to reduce number of opioid prescriptions and requesting non-addictive alternative pain medication as measured by local data reports.	Inland Empire Opioid Crisis Coalition Reports Qualitative Data Gathering

DATA:

- In 2017, an estimated 18 million people (more than 6 percent of those aged 12 and older) have misused such medications at least once in the past year. According to results from the 2017 National Survey on Drug Use and Health, an estimated 2 million Americans misused prescription pain relievers for the first time within the past year, which averages to approximately 5,480 initiates per day. *Center for Behavioral Health Statistics and Quality. Results from the 2017 National Survey on Drug Use and Health: Detailed Tables. Rockville (MD): SAMHSA; 2018. https://www.samhsa.gov/data/report/2017-nsduh-detailed-tables.*

- Among opioids obtained by surgical patients, 42% to 71% of pills go unused.1 Around three-quarters of prescriptions are not stored in a locked container.1 Fewer than 9% of patients currently dispose of unused prescription opioids. *Prescription Opioid Analgesics Commonly Unused After Surgery: A Systematic Review. JAMA Surg. 2017*

- According to the 2018 National Survey on Drug Use and Health, 9.9 million Americans misused controlled prescription drugs. The study shows that a majority of abused prescription drugs were obtained from family and friends, often from the home medicine cabinet. *United States Government, Drug Enforcement Administration (DEA). (2019). Retrieved from: https://takebackday.dea.gov/*

Mental Health Systems – Needles (NPP)
Logic Model: Community Alcohol Prevention
FY 2020-2021

Problem Statement: Alcohol availability (ease of access) contributes to early onset of alcohol use and alcohol related traffic collisions among youth and young adults.
Goal (Behavior Change): Decrease alcohol consumption among youth and young adults (ages 18-25).

Objective	Strategies	Expected Outcomes			Indicators
		Short Term	Intermediate	Long Term	
By 2025, the number of alcohol related traffic collisions involving youth and young adults will decrease by 3% as measured by law enforcement records. By 2025, decrease availability of alcohol to youth from retailers by 3% as measured by ABC. By 2025, decrease availability of alcohol to youth from adults by 3% as measured law enforcement records.	Education Environmental Community Based Process Information Dissemination Education Environmental (minor decoy operations, social host ordinance citations)	Beginning 2021, provide at least one school-based campaign to increase the perception of harm and awareness associated with impaired driving as indicated in PPSDS. (Sober Celebration, etc.) Beginning 2021, provide at least one community-based awareness campaign for young adults to increase the perception of harm of impaired driving as indicated in PPSDS. Beginning 2021, increase environmental activities (e.g. coordination with law enforcement for DUI checkpoints, etc.). Beginning 2021, provide at least one community-based awareness campaign to increase	By 2023, youth will increase positive decision-making skills about drunk driving by 1% as measured by pre-post surveys and/or local surveys. By 2023, young adults will increase positive decision-making skills about drunk driving by 1% as measured by pre-post surveys and/or local surveys. By 2023, retailers and community members will increase their knowledge about the legalities of supplying alcohol to persons under 21 by 1% as measured by pre-post surveys and/or local surveys.	By 2025, the number of alcohol related traffic collisions involving youth and young adults will have decreased by 3% as measured by law enforcement records. By 2025, will have decreased availability of alcohol to youth from retailers by 3% as measured by ABC. By 2025, will have decreased availability of alcohol to youth from adults by 3% as measured law enforcement records.	Law Enforcement Records Pre-post Surveys Local Surveys PPSDS Minor Decoy Operations Social Host Ordinance Citations Community Assessments PPSDS ABC Law enforcement records CHKS data

		community awareness of local policies and legalities about supplying alcohol to minors as indicated in PPSDS.			

Mental Health Systems – Needles (NPP)
Logic Model: Community Methamphetamine Prevention
FY 2020-2021

Problem Statement: Early initiation of use and family history of use contributes to high frequency of methamphetamine use.
Goal (Behavior Change): Decrease methamphetamine use among families, youth and young adults (ages 18-25).

Objective	Strategies	Expected Outcomes			Indicators
		Short Term	Intermediate	Long Term	
By 2025, families will increase their knowledge about the causes and consequences of methamphetamine use by 3% as measured by pre-post surveys and/or local surveys. By 2025, youth will increase their knowledge about the causes and consequences of methamphetamine use by 3% as measured by pre-post surveys and/or local surveys. By 2025, young adults will increase their knowledge about the causes and consequences of	Education Environmental Community Based Process Information Dissemination	Beginning 2021, implement at least one community-based educational program for families, young adults, and youth (e.g. parenting and family management classes, meetings, etc.) to educate participants about the family history of use factors such as genetics and environmental issues that contribute to the early onset of methamphetamine use as indicated in PPSDS. Beginning 2021, provide at least one school-based youth presentation discussing the harmful effects of methamphetamine use as indicated in PPSDS. Beginning 2021, provide at least one community-based youth	By 2023, families will increase their knowledge about the causes and consequences of methamphetamine use by 1% as measured by pre-post surveys and/or local surveys. By 2023, youth will increase their knowledge about the causes and consequences of methamphetamine use by 1% as measured by pre-post surveys and/or local surveys. By 2023, young adults will increase their knowledge about the causes and consequences of methamphetamine use by 1% as measured by pre-post surveys and/or local surveys. By 2023, young adults will increase healthy decision-	By 2025, families will have increased their knowledge about the causes and consequences of methamphetamine use by 3% as measured by pre-post surveys and/or local surveys. By 2025, youth will have increased their knowledge about the causes and consequences of methamphetamine use by 3% as measured by pre-post surveys and/or local surveys. By 2025, young adults will have increased their knowledge about the causes and consequences of methamphetamine use by 3% as measured by pre-post surveys and/or	SUDRS treatment data Pre-post surveys Local Surveys PPSDS CHKS data

methamphetamine use by 3% as measured by pre-post surveys and/or local surveys.		presentation discussing the harmful effects of methamphetamine use as indicated in PPSDS. Beginning 2021, provide at least one college-based presentation (i.e. town halls, world cafes, assembly presentations, web casts, speaking panels) about the harmful effects of methamphetamine use as indicated in PPSDS.	making skills about methamphetamine by 1%as measured by pre-post surveys and/or local surveys.	local surveys.	

Mental Health Systems – Needles (NPP)
Logic Model: Community Opioid Prevention
FY 2020-2021

Problem Statement: Low perception of harm and increased availability due to over-prescribing and incorrect disposal contribute to higher prescription drug use among youth and young adults.
Goal (Behavior Change): Decrease opioid drug use/misuse use among youth and young adults (ages 18-25).

Objective	Strategies	Expected Outcomes			Indicators
		Short Term	Intermediate	Long Term	
By 2025, young adults will increase their perception of harm for opioid use/misuse by 2% as measured by pre-post surveys and/or local surveys. By 2025, increase the number of unused and/or expired prescription drugs collected by 3% as measured by local surveys and/or the Drug Enforcement Administration's collection statistics and the Inland Empire Opioid Crisis Coalition reports. By 2025,	Education Community Based Process Information Dissemination	Beginning 2021, provide at least one school-based educational program discussing the harmful effects of opioid use/misuse as indicated in PPSDS. (Red Ribbon Week, Operation Prevention, etc.) Beginning 2021, provide at least one college-based presentation (i.e. town halls, world cafes, assembly presentations, web casts, speaking panels) discussing the harmful effects of opioid use/misuse as measured by PPSDS. Beginning 2021, develop and implement a safe disposal awareness campaign to increase community awareness about proper and safe	By 2023, young adults will increase their perception of harm for opioid use/misuse by 1% as measured by pre-post surveys and/or local surveys. By 2023, increase the number of unused and/or expired prescription drugs collected by 1% as measured by local surveys and/or the Drug Enforcement Administration's collection statistics and the Inland Empire Opioid Crisis Coalition reports. By 2023, the community will be aware of how to request non-addictive alternative pain medication therefore opioid prescriptions will have reduced by 1% as measured by the California Opioid	By 2025, young adults will have increased their perception of harm for opioid use/misuse by 2% as measured by pre-post surveys and/or local surveys. By 2025, will have increased the number of unused and/or expired prescription drugs collected by 3% as measured by local surveys and/or the Drug Enforcement Administration's collection statistics and the Inland Empire Opioid Crisis Coalition reports. By 2025, pharmacists/doctors will reduce the number of	Pre-post surveys Local Surveys CHKS data PPSDS Drug Enforcement Administration's collection stats. Inland Empire Opioid Crisis Coalition reports California Opioid Overdose Surveillance Dashboard Qualitative data gathering

pharmacists/doctors will reduce the number of opioid prescriptions they fill by 2% as measured by the California Opioid Overdose Surveillance Dashboard and Inland Empire Opioid Crisis Coalition reports.		prescription drug disposal as indicated in PPSDS. (RX TakeBack Day, etc.) Beginning 2021, conduct two annual multi-media campaigns to increase community participation in the bi-annual National Prescription Drug Take Back Day as indicated in PPSDS. (RX TakeBack Day, etc.) Beginning 2021, educate the community on reducing opioid prescriptions by requesting non-addictive alternative pain medication as measured by qualitative data gathering. Beginning 2021, develop a year-round awareness campaign (i.e. counter advertising, warning signage, presentations etc.) to educate the medical providers on reducing opioid prescriptions by prescribing non-addictive alternative pain medication as measured by PPSDS.	Overdose Surveillance Dashboard and Inland Empire Opioid Crisis Coalition reports.	opioid prescriptions they fill by 2% as measured by the California Opioid Overdose Surveillance Dashboard and Inland Empire Opioid Crisis Coalition reports.	

Mental Health Systems – Needles (NPP)
Logic Model: Community Marijuana Prevention
FY 2020-2021

Problem Statement: The favorable attitude towards marijuana and the ease of access of marijuana contribute to early use among youth and young adults.
Goal (Behavior Change): Decrease marijuana use among youth and young adults (ages 18-25).

Objective	Strategies	Expected Outcomes			Indicators
		Short Term	Intermediate	Long Term	
By 2025, young adults will increase their perception of harm for marijuana use by 2% as measured by pre-post surveys and/or local surveys. By 2025, decrease youth access of marijuana from adults by 2% as measured by law enforcement records.	Education Community Based Process Information Dissemination	Beginning 2021, provide at least one school-based educational program for youth highlighting the harmful effects of marijuana use as indicated in PPSDS. (Decoded, etc.) Beginning 2021, provide at least one presentation for young adults in a community setting (e.g. town halls, world cafes, assembly presentations, web casts, speaking panels) to engage young adults in learning about the harmful effects of marijuana use as indicated in PPSDS. Beginning 2021, conduct at least one environmental strategy activity (i.e. community assessments, special event permits,	By 2023, young adults will increase their perception of harm for marijuana use by 1% as measured by pre-post surveys and/or local surveys. By 2023, young adults will increase their decision-making skills around marijuana use as measured by pre-post surveys and/or local surveys. By 2023, decrease marijuana dispensary availability by 1% as measured by dispensary statistics. By 2023, decrease youth marijuana availability from adults by 1% as measured by law enforcement records.	By 2025, young adults will have increased their perception of harm for marijuana use by 2% as measured by pre-post surveys and/or local surveys. By 2025, will have decreased youth access of marijuana from adults by 2% as measured by law enforcement records.	Pre-post Surveys Local Surveys CHKS data PPSDS Local surveys NSDUH Reports Law enforcement records Dispensary statistics

		environmental scans, collect data on local ordinances and policies, etc.) to develop policy and ensure compliance with local ordinances and policies as indicated in PPSDS. Beginning 2021, develop and implement at least one high-visibility awareness campaign (i.e. social media, door hangers, Cannabis Decoded Campaign, etc.) as indicated in PPSDS.			

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www.SBCounty.gov

SAN BERNARDINO COUNTY

Department of Behavioral Health
Alcohol and Drug Services

NOTICE OF PERSONAL RIGHTS

In accordance with the Alcohol And/ Or Other Drug Program Certification Standards and Title 9, Chapter 4, Section 10569, of the California Code of Regulations, each person receiving services from an Alcohol and Drug Abuse Recovery Program shall have rights, which include, but are not limited to the following: The Right:

To be accorded dignity in personal relationships with staff, volunteers, board members, and other individuals/persons;

To be accorded safe, healthful and comfortable accommodations to meet his/her needs;

To be free from verbal, intellectual, emotional, physical abuse, and/or inappropriate sexual behavior;

To be informed by the program/licensee of the provisions of the law and procedures regarding a complaint and/or grievance and/or appeal discharge, including but not limited to, the address and telephone number of the Department of Health Care Services;

To be free to attend religious services or activities of his/her choice and to have visits from spiritual advisor provided that these services or activities do not conflict with facility program requirements. Participation in religious services will be voluntary only;

To be referred to another program should they object to the religious nature of any program in accordance with Title 42, Part 54;

To be provided with confidentiality in accordance with federal regulation (CFR, Title 42, Chapter I, Subchapter A, Part 2, Section 2.1-2.67);

To be accorded access to his/her file.

NOTICE OF CIVIL RIGHTS

In accordance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title 9, Section 10800; Americans with Disabilities Act of 1990. No person shall experience discrimination on the basis of:

Ethnic Group Identification, Religion, Age, Sex, Race, Color, Mental and/or Physical Disability, Ancestry, National Origin, Gender Identity, Sexual Orientation, or Ability to Pay.

In cases where the complaint is filed initially with the Office of Civil Rights, that Office may proceed to investigate.

Certain complaints may also be filed directly with

U.S. Dept. of Health & Human Services
90 7th Street, Suite 4-100, San Francisco, CA 94103
Voice Phone (800) 368-1019, FAX (415) 437-8329, TDD (800) 537-7697

From the date of violation of Civil Rights you have a maximum of 180 days to file a written complaint.

COMPLAINTS SHOULD BE DIRECTED TO:

Department of Behavioral Health, ACCESS Unit
303 E. Vanderbilt Way, 3rd Floor, San Bernardino, CA 92418-0026
(888) 743-1478 or (909) 386-8256, [TDD] 711 Fax (909) 890-0353

Department of Health Care Services, Substance Use Disorder Services
P.O. Box 997413, MS# 2601, Sacramento, CA 95899-7413
Fax form to (916) 445-5084

Complaints for Residential Adult Alcoholism or Drug Abuse Recovery or Treatment Facilities may also be made by telephoning the appropriate licensing branch listed below:
SUD Compliance Division, Public Number: (916) 322-2911, Toll Free Number: (877) 685-8333

Print Client Name	Client Signature	Date

303 E. Vanderbilt Way, 2nd Floor, San Bernardino CA, 92415-0026 | Teléfono: 800-968-2636 • Fax: 909-890-3813
www.SBCounty.gov

SAN BERNARDINO COUNTY

Departamento de Salud Mental
Servicios de Alcohol y Drogas

AVISO DE DERECHOS PERSONALES

De acuerdo con las Normas de Certificación del Programa de Alcohol y/u Otras Drogas y el Titulo 9, Capitulo 4, Sección 10569, del Código de Regulaciones de California, cada persona que recibe servicios de un programa de recuperación relacionado con el Abuso de Alcohol y Drogas tendrá los derechos, que incluyen, pero no se limitan a lo siguiente: El derecho a:

Ser tratado con dignidad por el personal, los voluntarios, los miembros del consejo, y otros individuos/personas;

Ser concedido(a) un alojamiento seguro, saludable y confortable para satisfacer sus necesidades;

Estar libre de abuso verbal, intelectual, emocional, físico y/o comportamiento sexual inapropiado;

Ser informado(a) por el programa/propietario de las disposiciones de la ley y los procedimientos con respecto a una queja y/o reclamo y/o apelación, incluyendo pero no limitado a, la dirección y número de teléfono del Departamento de Servicios de Salud;

Tener libertad de asistir a servicios religiosos o actividades de su preferencia y tener visitas de un consejero espiritual siempre y cuando estos servicios o actividades no interfieran con los requisitos del programa del lugar. La participación en servicios religiosos será solo voluntaria;

Ser referido(a) a otro programa en caso de oponerse a la naturaleza religiosa de cualquier programa de conformidad con el Título 42, Parte 54;

Tener confidencialidad de acuerdo con la reglamentación federal (CFR, Título 42, Capítulo I, Subcapítulo A, Parte 2, Sección 2,1 a 2,67);

Que se le conceda tener acceso a su expediente.

AVISO DE DERECHOS CIVILES

De conformidad con el Título VI de la Ley de Derechos Civiles de 1964, la Sección 504 de la Ley de Rehabilitación de 1973, Título 9, Sección 10800; Ley de Estadounidenses con Discapacidades de 1990. Ninguna persona será objeto de discriminación basándose en:

La identificación de grupo étnico, religión, edad, sexo, raza, color, discapacidad mental y/o física, ascendencia, origen nacional, identificación de género, orientación sexual o la capacidad de pago;

En los casos en que se presenta la queja inicialmente con la Oficina de Derechos Civiles, esa Oficina podrá proceder a investigar. Ciertas quejas también se pueden presentar directamente ante:

U.S. Department of Health & Human Services
90 7th Street, Suite 4-100, San Francisco, CA 94103
Teléfono de Voz (800) 368-1019, FAX (415) 437-8329, TDD (800) 537-7697

A partir de la fecha de la violación a los derechos civiles, usted tiene un máximo de 180 días para presentar la queja por escrito.

LAS QUEJAS DEBEN SER DIRIGIDAS A:

Department of Behavioral Health, ACCESS Unit
303 E. Vanderbilt Way, 3rd Floor, San Bernardino, CA 92418-0026
(888) 743-1478 ó (909) 386-8256, TDD 711 Fax (909) 890-0353

Department of Health Care Services, Substance Use Disorder Services
P.O. Box 997413, MS# 2601, Sacramento, CA 95899-7413
Mande la forma por fax al: (916) 445-5084.

Quejas de los lugares de Alcoholismo de Adultos Residencial o Recuperación de Uso de Drogas o de Tratamiento también pueden ser hechas llamando a la oficina apropiada y autorizada que esta listada abajo:
SUD Compliance Division, Número Público: (916) 322-2911, Número de Teléfono Gratuito (877) 685-8333 ^

Nombre del Cliente (con letra de molde)	Firma del Cliente	Fecha

ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS

Contractor Mental Health Systems, 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.

_____
Printed name of authorized official

_____
Signature of authorized official

_____
Date

DATA SECURITY REQUIREMENTS

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

A. Personnel Controls

1. 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.

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.