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Contract Number

21-439

SAP Number

4400066772

Department of Behavioral Health

Department Contract Representative	<u>Paul Lindenberg</u>
Telephone Number	<u>909-386-8264</u>
Contractor	<u>Step Up on Second, Inc.</u>
Contractor Representative	<u>David Tavlin</u>
Telephone Number	<u>310-985-5250</u>
Contract Term	<u>July 1, 2021 – June 30, 2026</u>
Original Contract Amount	<u>\$30,442,150</u>
Amendment Amount	<u></u>
Total Contract Amount	<u>\$30,442,150</u>
Cost Center	<u>9202052200</u>

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and Step Up on Second, Inc. referenced above, hereinafter called Contractor.

IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH:

WHEREAS, the County desires to purchase and Contractor desires to provide certain mental health 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 "County's billing and transactional database system" refers to the centralized data entry system used by the Department of Behavioral Health (DBH) for patient and billing information.
- E. The term "Director," unless otherwise stated, refers to the Director of DBH for the County of San Bernardino.
- F. The term "head of service" as defined in the California Code of Regulations, Title 9, Sections 622 through 630, is a licensed mental health professional or other appropriate individual as described in these sections.
- G. The "State and/or applicable State agency" as referenced in this Contract may include the Department of Health Care Services (DHCS), the Department of State Hospitals (DSH), the Department of Social Services (DSS), the Mental Health Services Oversight and Accountability Commission (MHSOAC), the Department of Public Health (CDPH), and the Office of Statewide Health Planning and Development (OSHPD).
- H. The U.S. Department of Health and Human Services (HHS) mission is to enhance and protect the health and well-being of all Americans by providing for effective health and human services and fostering advances in medicine, public health, and social services.
- I. The "County Contract Rate" (CCR) is the maximum allowable reimbursement rate established by DBH.
- J. The "provisional rates" are the interim rates established for billing and payment purposes and are subject to change upon request and approval by DBH Administrative Services - Fiscal Division.

II. Contract Supervision

- A. The Director or designee shall be the County employee authorized to represent the interests of the County in carrying out the terms and conditions of this Contract. The Contractor shall provide, in writing, the names of the persons who are authorized to represent the Contractor in this Contract.
- B. Contractor will designate an individual to serve as the primary point of contact for this Contract. Contractor shall not change the primary contact without written notification and acceptance of the County. Contractor shall notify DBH when the primary contact will be unavailable/out of the office for one (1) or more workdays and will also designate

a back-up point of contact in the event the primary contact is not available. Contractor or designee must respond to DBH inquiries within two (2) business days.

- C. Contractor shall provide DBH with contact information, specifically, name, phone number and email address of Contractor's staff member who is responsible for the following processes: Business regarding administrative issues, Technical regarding data issues, Clinical regarding program issues; and Facility.

III. Performance

- A. Under this Agreement, the Contractor shall provide those services, which are dictated by attached Addenda, Schedules and/or Attachments. The Contractor agrees to be knowledgeable in and apply all pertinent local, State, and Federal laws and regulations; including, but not limited to those referenced in the body of this Agreement. In the event information in the Addenda, Schedules and/or Attachments conflicts with the basic Agreement, then information in the Addenda, Schedules and/or Attachments shall take precedence to the extent permitted by law.
- B. Contractor shall provide Full Service Partnership (FSP) program services in coordination with the Contractor's Housing First Model, in accordance with applicable provisions of law and Addendum I.
- C. Limitations on Moral Grounds
 - 1. Contractor shall not be required to provide, reimburse for, or provide coverage of a counseling or referral service if the Contractor objects to the service on moral or religious grounds.
 - 2. If Contractor elects not to provide, reimburse for, or provide coverage of a counseling or referral service because of an objection on moral or religious grounds, it must furnish information about the services it does not cover as follows:
 - a. To DBH:
 - i. After executing this Contract;
 - ii. Whenever Contractor adopts the policy during the term of the Contract;
 - b. Consistent with the provisions of 42 Code of Federal Regulations part 438.10:
 - i. To potential beneficiaries before and during enrollment; and
 - ii. To beneficiaries at least thirty (30) days prior to the effective date of the policy for any particular service.
- D. Contractor is prohibited from offering Physician Incentive Plans, as defined in Title 42 CFR Sections 422.208 and 422.210, unless approved by DBH in advance that the Plan(s) complies with the regulations.
- E. Contractor agrees to submit reports as requested and required by the County and/or the Department of Health Care Services (DHCS).

F. Data Collection and Performance Outcome Requirements

Contractor shall comply with all local, State, and Federal regulations regarding local, State, and Federal Performance Outcomes measurement requirements and participate in the outcomes measurement process, as required by the State and/or DBH. For Mental Health Services Act (MHSA) programs, Contractor agrees to meet the goals and intention of the program as indicated in the related MHSA Component Plan and most recent update.

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

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

1. Contractor must collect, manage, maintain and update client, service and episode data as well as staffing data as required for local, State, and Federal reporting.
2. Contractor shall provide information by entering or uploading required data into:
 - a. County's billing and transactional database system.
 - b. DBH's client information system and, when available, its electronic health record system.
 - c. The "Data Collection and Reporting" (DCR) system, which collects and manages Full Service Partnership (FSP) information.
 - d. Individualized data collection applications as specified by DBH, such as Objective Arts and the Prevention and Early Intervention (PEI) Database.
 - e. Any other data or information collection system identified by DBH, the MHSOAC, OSHPD or DHCS.
3. Contractor shall comply with all requirements regarding paper or online forms:
 - a. Bi-Annual Client Perception Surveys (paper-based): twice annually, or as designated by DHCS. Contractor shall collect consumer perception data for clients served by the programs. The data to be collected includes, but not limited to, the client's perceptions of the quality and results of services provided by the Contractor.
 - b. Client preferred language survey (paper-based), if requested by DBH.
 - c. Intermittent services outcomes surveys.
 - d. Surveys associated with services and/or evidence-based practices and programs intended to measure strategy, program, component, or system level outcomes and/or implementation fidelity.
 - e. Network Adequacy Certification Tool (NACT) as required by DHCS and per DBH instructions.

4. Data must be entered, submitted and/or updated in a timely manner for:
 - a. All FSP and non-FSP clients: this typically means that client, episode and service-related data shall be entered into the County's billing and transactional database system.
 - b. All service, program, and survey data will be provided in accordance with all DBH established timelines.
 - c. Required information about FSP clients, including assessment data, quarterly updates and key events shall be entered into the DCR online system by the due date or within 48 hours of the event or evaluation, whichever is sooner.
5. Contractor will ensure that data are consistent with DBH's specified operational definitions, that data are in the required format, that data is correct and complete at time of data entry, and that databases are updated when information changes.
6. Data collection requirements may be modified or expanded according to local, State, and/or Federal requirements.
7. Contractor shall submit, monthly, its own analyses of the data collected for the prior month, demonstrating how well the contracted services or functions provided satisfied the intent of the Contract, and indicating, where appropriate, changes in operations that will improve adherence to the intent of the Contract. The format for this reporting will be provided by DBH.
8. Independent research involving clients shall not be conducted without the prior written approval of the Director of DBH. Any approved research must follow the guidelines in the DBH Research Policy.

Note: Independent research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. Activities which meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program which is considered research for other purposes. For example, some demonstration and service programs may include research activities.

G. Right to Monitor and Audit Performance and Records

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, financial records, staff information, patient records, other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted, according to this agreement.

Contractor shall make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services, and activities furnished under the terms of this Contract, or determinations of amounts payable available at any time for inspection, examination, or copying by DBH, the State of California or any subdivision or appointee thereof, Centers for Medicare and Medicaid Services (CMS), U.S. Department of Health and Human Services (HHS) Office of Inspector General, the United States Comptroller General or their designees, and other authorized Federal and State agencies. This audit right will exist for at least ten (10) years from the final date of the contract period or in the event the Contractor has been notified that an audit or investigation of this Contract has commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies. Records and documents include, but are not limited to all physical and electronic records.

Contractor shall cooperate with the County in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by the County.

County reserves the right to place Contractor on probationary status, as referenced in the Probationary Status Article, should Contractor fail to meet performance requirements; including, but not limited to violations such as high disallowance rates, failure to report incidents and changes as contractually required, failure to correct issues, inappropriate invoicing, timely and accurate data entry, meeting performance outcomes expectations, and violations issued directly from the State. Additionally, Contractor may be subject to Probationary Status or termination if contract monitoring and auditing corrective actions are not resolved within specified timeframes.

2. Availability of Records

Contractor and subcontractors, shall retain, all records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract, including beneficiary grievance and appeal records, and the data, information and documentation specified in 42 Code of Federal Regulations parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten (10) years from the term end date of this Contract or until such time as the matter under audit or investigation has been resolved. Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

Contractor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program.

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

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

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

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

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

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

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

3. Assistance by Contractor

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

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

- I. County has the discretion to revoke full or partial provisions of the Contract, delegated activities or obligations, or application of other remedies permitted by State or Federal law when the County or DHCS determines Contractor has not performed satisfactorily.

- J. Cultural Competency

The State mandates counties to develop and implement a Cultural Competency Plan (CCP). This Plan applies to all DBH services. Policies and procedures and all services must be culturally and linguistically appropriate. Contract agencies are included in the implementation process of the most recent State approved CCP for the County of San Bernardino and shall adhere to all cultural competency standards and requirements. Contractor shall participate in the County's efforts to promote the delivery of services in a culturally competent manner to all enrollees, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. In addition, contract agencies will maintain a copy of the current DBH CCP.

- 1. Cultural and Linguistic Competency

Cultural competence is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals that enables that system, agency, or those professionals and consumer providers to work effectively in cross-cultural situations.

- a. To ensure equal access to quality care for diverse populations, Contractor shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.
 - b. Contractor shall be required to assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective mental health and substance use disorder treatment services.
 - c. Upon request, Contractor shall provide DBH with culture-specific service options available to be provided by Contractor.
 - d. DBH recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Providing mental health and substance use disorder treatment services in a culturally appropriate and responsive manner is fundamental in any effort to ensure success of high quality and cost-effective behavioral health services. Offering those services in a manner that fails to achieve its intended result due to cultural and

linguistic barriers does not reflect high quality of care and is not cost-effective.

e. To assist Contractor's efforts towards cultural and linguistic competency, DBH shall provide the following:

- i. Technical assistance to Contractor regarding cultural competency implementation.
- ii. Demographic information to Contractor on service area for service(s) planning.
- iii. Cultural competency training for DBH and Contractor personnel.

NOTE: Contractor staff is required to attend cultural competency trainings. Staff who do not have direct contact providing services to clients/consumers shall complete a minimum of two (2) hours of cultural competency training, and direct service staff shall complete a minimum of four (4) hours of cultural competency training each calendar year. Contractor shall upon request from the County, provide information and/or reports as to whether its provider staff completed cultural competency training.

- iv. Interpreter training for DBH and Contractor personnel, when available.
- v. Technical assistance for Contractor in translating mental health and substance use disorder treatment services information to DBH's threshold language (Spanish). Technical assistance will consist of final review and field testing of all translated materials as needed.
- vi. Monitoring activities administered by DBH may require Contractor to demonstrate documented capacity to offer services in threshold languages or contracted interpretation and translation services.
- vii. Contractor's written organizational procedures must be in place to determine multilingual and competency level(s).
- viii. The Office of Cultural Competence and Ethnic Services (OCCES) may be contacted for technical assistance and training offerings at cultural_competency@dbh.sbcounty.gov or by phone at (909) 386-8223.

K. Access by Public Transportation

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

L. Accessibility/Availability of Services

Contractor shall ensure that services provided are available and accessible to beneficiaries in a timely manner including those with limited English proficiency or physical or mental disabilities. Contractor shall provide physical access, reasonable

accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities [(42 C.F.R. § 438.206(b)(1) and (c)(3)].

M. Internal Control

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

Fiscal practices and procedures shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Additionally, fiscal practices and procedures must comply with the Code of Federal Regulations (CFR), Title II, Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

N. Site Inspection

Contractor shall permit authorized County, State, and/or Federal Agency(ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract support activities and the premises which it is being performed. Contractor shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work.

O. Disaster Response

1. In the event that a local, State, or Federal emergency is proclaimed within San Bernardino County, Contractor shall cooperate with the County in the implementation of the DBH Disaster Response Plan. This may include deployment of Contractor staff to provide services in the community, in and around county areas under mutual aid contracts, in shelters and/or other designated areas.
2. Contractor shall provide the DBH Disaster Coordinator with a roster of key administrative and response personnel including after-hours phone numbers, pagers, and/or cell phone numbers to be used in the event of a regional emergency or local disaster. These numbers will be kept current by quarterly reports to the County by Contractor. The County shall keep such information confidential and not release other than to authorized County personnel or as otherwise required by law.
3. Contractor shall ensure that, within three months from the Contract effective date, at least twenty-five percent (25%) of Contractor's permanent direct service staff participates in a disaster response orientation and training provided by the County or County's designee.
4. Said twenty-five percent (25%) designated Contractor permanent direct service staff shall complete the following disaster trainings as prerequisites to the DBH

live trainings held annually, which are available online on the Federal Emergency Management Agency (FEMA) website at <https://training.fema.gov/is/crslist.aspx>.

- a. IS: 100
 - b. IS: 200
 - c. IS: 700
 - d. IS: 800
5. The County agrees to reimburse Contractor for all necessary and reasonable expenses incurred as a result of participating in the County's disaster response at the request of County. Any reasonable and allowable expenses above the Contract maximum will be subject to negotiations.
6. Contractor shall provide the DBH with the key administrative and response personnel including after-hours phone numbers, pagers, and/or cell phone numbers to be used in the event of a regional emergency or local disaster. Updated reports are due fourteen (14) days after the close of each quarter. Please send updated reports to:

Office of Disaster and Safety
303 E. Vanderbilt Way
San Bernardino, CA 92415
safety@dbh.sbcounty.gov

P. Collections Costs

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

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

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

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

by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County.

R. 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.

S. Strict Performance

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

IV. Funding and Budgetary Restrictions

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State, County or Federal governments which may in any way affect the provisions or funding of this Agreement, including, but not limited to those contained in the Schedules A and B. This Agreement is also contingent upon sufficient funds being made available by State, County or Federal governments for the term of the Agreement. Funding is by fiscal year period July 1 through June 30. Costs and services are accounted for by fiscal year. Any unspent fiscal year allocation does not roll over and is not available in future years. Each fiscal year period will be settled to Federal and/or State cost reporting accountability.
- B. The maximum financial obligation of the County under this Agreement shall not exceed the sum referenced in the Schedules A and B. The maximum financial obligation is further limited by fiscal year, funding source and service modalities as delineated on the Schedules A and B. Contractor may not transfer funds between funding sources, modes of services, or exceed 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 funding outlined in the Schedule A of the Contract as well as track year-to-date expenditures. Contractor understands that costs incurred for services not listed or in excess of

the funding in the Schedule A shall result in non-payment to Contractor for these costs.

- C. Contractor agrees to renegotiate the dollar value of this Contract, at the option of the County, if the annualized projected units of service (minutes/hours of time/days) for any mode of service based on claims submitted through March of the operative fiscal year, is less than 90% of the projected minutes/hours of time/days for the modes of service as reported in the Schedules A and B.
- D. If the annualized projected units of service (minutes/hours of time/days) for any mode of service, based on claims submitted through March of the operative fiscal year, is greater than/or equal to 110% of the projected units (minutes/hours of time/days) reported in the Schedules A and B, the County and Contractor agree to meet to discuss the feasibility of renegotiating this Agreement. Contractor must timely notify the County of Contractor's desire to meet.
- E. County will take into consideration requests for changes to Contract funding, within the existing contracted amount. All requests must be submitted in writing by Contractor to DBH Fiscal no later than March 1 for the operative fiscal year. Requests must be addressed to the Deputy Director of Administrative Services, written on organizational letterhead, and include an explanation of the revisions being requested.
- F. A portion of the funding for these services includes Federal Funds. The Federal CFDA number is 93.778.
- G. If the Contractor provides services under the Medi-Cal program and if the Federal government reduces its participation in the Medi-Cal program, the County agrees to meet with Contractor to discuss renegotiating the total minutes/hours of time required by this Agreement.
- H. Contractor Prohibited From Redirections of Contracted Funds:
 - 1. Funds under this Agreement are provided for the delivery of mental health services to eligible beneficiaries under each of the funded programs identified in the Scope of Work. Each funded program has been established in accordance with the requirements imposed by each respective County, State and/or Federal payer source contributing to the funded program.
 - 2. Contractor may not redirect funds from one funded program to another funded program, except through a duly executed amendment to this Agreement.
 - 3. Contractor may not charge services delivered to an eligible beneficiary under one funded program to another funded program unless the recipient is also an eligible beneficiary under the second funded program.
- I. The maximum financial obligation under this contract shall not exceed \$30,442,150 for the contract term.

V. Provisional Payment

- A. During the term of this Agreement, the County shall reimburse Contractor in arrears for eligible expenditures provided under this Agreement and in accordance with the terms.

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

- B. County's adjustments to provisional reimbursements to Contractor will be based upon State adjudication of Medi-Cal claims, contractual limitations of this Agreement, annual cost report, application of various County, State and/or Federal reimbursement limitations, application of any County, State and/or Federal policies, procedures and regulations and/or County, State or Federal audits, all of which take precedence over monthly claim reimbursement. State adjudication of Medi-Cal claims, annual cost report and audits, as such payments, are subject to future County, State and/or Federal adjustments.
- C. All expenses claimed to DBH must be specifically related to the contract. After fiscal review and approval of the billing or invoice, County shall provisionally reimburse Contractor, subject to the limitations and conditions specified in this Agreement, in accordance with the following:
 - 1. The County will reimburse Contractor based upon Contractor's submitted and approved claims for rendered services/activities subject to claim adjustments, edits, and future settlement and audit processes.
 - 2. Reimbursement for Outreach, Education and Support services (Modes 45 and 60) provided by Contractor will be at net cost, set forth in the applicable budgetary Schedules A and B.
 - 3. Reimbursement Rates for Institutions for Mental Diseases: Pursuant to Section 5902 of the WIC, Institutions for Mental Diseases (IMD), which are licensed by the DHCS, will be reimbursed at the rate(s) established by DHCS.
 - 4. Reimbursement for mental health services claimed and billed through the DBH treatment claims processing information system will utilize provisional rates.
 - 5. County will send Contractor a year-to-date Medi-Cal denied claims report on a monthly basis. It is the responsibility of Contractor to make any necessary corrections to the denied services and notify the County. The County will resubmit the corrected services to DHCS for adjudication.
 - 6. In the event that the denied claims cannot be corrected, and therefore the DHCS will not adjudicate and approve the denied claims, the County will recover the paid funds from Contractor's current invoice payment(s). DBH Fiscal recovers denied claim amounts at a minimum quarterly basis.
- D. Contractor shall bill the County monthly in arrears for services provided by Contractor on claim forms provided by DBH. All claims submitted shall clearly reflect all required information specified regarding the services for which claims are made. Contractor shall submit the organizations' general ledger with each monthly claim. Each claim shall reflect any and all payments made to Contractor by, or on behalf of patients. Claims for Reimbursement shall be completed and forwarded to DBH within ten (10) days after the close of the month in which services were rendered. Following receipt of a complete and correct monthly claim, the County shall make payment within a reasonable period.

Payment, however, for any mode of service covered hereunder, shall be limited to a maximum monthly amount, which amount shall be determined as noted.

1. For each fiscal year period (FYs 21/22, 22/23, 23/24, 24/25 and 25/26), no single monthly payment for Outreach, Education, and Support services (Modes 45 and 60) shall exceed one-twelfth (1/12) of the maximum allocations for the mode of service unless there have been payments of less than one-twelfth (1/12) of such amount for any prior month of the Agreement. To the extent that there have been such lesser payments, then the remaining amount(s) may be used to pay monthly services claims which exceed one-twelfth (1/12) of the maximum for that mode of service. Each claim shall reflect the actual costs expended by the Contractor subject to the limitations and conditions specified in this Agreement.
- E. Monthly payments for Short-Doyle Medi-Cal services will be based on actual units of time (minutes, hours, or days) reported on Charge Data Invoices claimed to the State times the provisional rates in the DBH claiming system. The provisional rates will be reviewed at least once a year throughout the life of the Contract and shall closely approximate final actual cost per unit rates for allowable costs as reported in the year-end cost report. All approved provisional rates will be superseded by actual cost per unit rate as calculated during the cost report cost settlement. In the event of a conflict between the provisional rates set forth in the most recent cost report and those contained in the Schedules A and B, the rates set forth in the most recent cost report or County Contract Rate (CCR), whichever is lower, shall prevail.
1. In accordance with WIC 14705 (c) Contractor shall ensure compliance with all requirements necessary for Medi-Cal reimbursement.
- F. Contractor shall report to the County within sixty (60) calendar days when it has identified payments in excess of amounts specified for reimbursement of Medicaid services [42 C.F.R. § 438.608(c)(3)].
- G. All approved provisional rates, including new fiscal year rates and mid-year rate changes, will only be effective upon Fiscal Designee approval.
- H. Contractor shall make its best effort to ensure that the proposed provisional reimbursement rates do not exceed the following: Contractor's published charges, Contractor's actual cost and the CCR.
- I. Contractor shall maximize the Federal Financial Participation (FFP) reimbursement by claiming all possible Medi-Cal services and correcting denied services for resubmission, if applicable.
- J. Pending a final settlement between the parties based upon the post Contract audit, it is agreed that the parties shall make preliminary settlement within one hundred twenty (120) days of the fiscal year or upon termination of this Agreement as described in the Annual Cost Report Settlement Article.
- K. Contractor shall input Charge Data Invoices (CDI's) or equivalent into the County's billing and transactional database system by the seventh (7th) day of the month for the previous month's Medi-Cal based services. Contractor will be paid based on Medi-Cal claimed services in the County's billing and transactional database system for the

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

- L. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- M. Contractor shall be in compliance with the Deficit Reduction Act of 2005, Section 6032 Implementation. As a condition of payment for services, goods, supplies and merchandise provided to beneficiaries in the Medical Assistance Program ("Medi-Cal"), providers must comply with the False Claims Act employee training and policy requirements in 1902(a) of the Social Security Act [42 U.S.C. 1396(a) (68)], set forth in that subsection and as the Federal Secretary of the United States Department of Health and Human Services may specify.
- N. As this contract may be funded in whole or in part with Mental Health Services Act funds signed into law January 1, 2005, Contractor must verify client eligibility for other categorical funding, prior to utilizing MHSA funds. Failure to verify eligibility for other funding may result in non-payment for services. Also, if audit findings reveal Contractor failed to fulfill requirements for categorical funding, funding source will not revert to MHSA. Contractor will be required to reimburse funds to the County.
- O. Contractor agrees that no part of any Federal funds provided under this Contract shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at <http://www.opm.gov/oqa> (U.S. Office of Personnel Management).
- P. County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- Q. Contractor shall have a written policy and procedures which outline the allocation of direct and indirect costs. These policies and procedures should follow the guidelines set forth in the Uniform Grant Guidance, Cost Principles and Audit Requirements for Federal Awards. Calculation of allocation rates must be based on actual data (total direct cost, labor costs, labor hours, etc.) from current fiscal year. If current data is not available, the most recent data may be used. Contractor shall acquire actual data necessary for indirect costs allocation purpose. Estimated costs must be reconciled to actual cost. Contractor must notify DBH in writing if the indirect cost rate changes.
- R. As applicable, for Federal Funded Program, Contractor shall charge the County program a de Minimis ten percent (10%) of the Modified Total Direct Cost (MTDC) as indirect cost. If Contractor has obtained a "Federal Agency Acceptance of Negotiated Indirect Cost Rates", the contractor must also obtain concurrence in writing from DBH of such rate.

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

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

S. Prohibited Payments

1. County shall make no payment to Contractor other than payment for services covered under this Contract.
2. Federal Financial Participation is not available for any amount furnished to an excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the County failed to suspend payments during an investigation of a credible allegation of fraud [42 U.S.C. section 1396b(i)(2)].
3. In accordance with Section 1903(i) of the Social Security Act, County is prohibited from paying for an item or service:
 - a. Furnished under contract by any individual or entity during any period when the individual or entity is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act.
 - b. Furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person).
 - c. Furnished by an individual or entity to whom the County has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the County determines there is good cause not to suspend such payments.
 - d. With respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.

- T. If DHCS or the County determines there is a credible allegation of fraud, waste or abuse against government funds, the County shall suspend payments to the Contractor.

VI. Electronic Signatures

- A. The State has established the requirements for electronic signatures in electronic health record systems. DBH has sole discretion to authorize contractors to use e-signatures as applicable. If Contractor desires to use e-signatures in the performance of this Contract, Contractor shall submit the request in writing to the DBH Office of Compliance (Compliance) along with the E-Signature Checklist and requested policies to the Compliance general email inbox at compliance_questions@dbh.sbcounty.gov.

Compliance will review the request and forward the submitted checklist and policies to the DBH Information Technology (IT) for review. This review period will be based on the completeness of the material submitted.

Contractor will receive a formal letter with tentative approval and the E-Signature Agreement. Contractor shall obtain all signatures for staff participating in E-Signature and submit the Agreement with signatures, as directed in the formal letter.

Once final, the DBH Office of Compliance will send a second formal letter with the DBH Director's approval and a copy of the fully executed E-Signature Agreement will be sent to Contractor.

- B. DBH reserves the right to change or update the e-signature requirements as the governing State agency(ies) modifies requirements.
- C. DBH reserves the right to terminate e-signature authorization at will and/or should the contract agency fail to uphold the requirements.

VII. Annual Cost Report Settlement

- A. Section 14705 (c) of the Welfare and Institutions Code (WIC) requires contractors to submit fiscal year-end cost reports. Contractor shall provide DBH with a complete and correct annual cost report not later than sixty (60) days at the end of each fiscal year and not later than sixty (60) days after the expiration date or termination of this Contract, unless otherwise notified by County.

1. Accurate and complete annual cost report shall be defined as a cost report which is completed on forms or in such formats as specified by the County and consistent with such instructions as the County may issue and based on the best available data provided by the County.

- B. The cost report is a multiyear process consisting of a preliminary settlement, final settlement, and is subject to audit by DHCS pursuant to WIC 14170.

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

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

- a. Such reconciliation and settlement will be subject to the terms and conditions of this Agreement and any other applicable State and/or Federal statutes, regulations, policies, procedures, and/or other requirements pertaining to cost reporting and settlements for Title XIX and/or Title XXI and other applicable Federal and/or State programs.
2. Contractor shall submit an annual cost report for a preliminary cost settlement. This cost report shall be submitted no later than sixty (60) days after the end of the fiscal year and it shall be based upon the actual minutes/hours/days which have been approved by DHCS up to the preliminary submission period as reported by DBH.
3. Contractor shall submit a reconciled cost report for a final settlement. The reconciled cost report shall be submitted approximately eighteen (18) months after the fiscal year-end. The eighteen (18) month timeline is an approximation as the final reconciliation process is initiated by the DHCS. The reconciliation process allows Contractor to add additional approved Medi-Cal units and reduce disallowed or denied units that have been corrected and approved subsequent to the initial cost report submission. Contractors are not permitted to increase total services or cost during this reconciliation process.
4. Each Annual Cost Report shall be prepared by Contractor in accordance with the Centers for Medicare and Medicaid Services' Publications #15-1 and #15-02; "The Providers Reimbursement Manual Parts 1 and 2;" the State Cost and Financial Reporting Systems (CFRS) Instruction Manual; and any other written guidelines that shall be provided to Contractor at the Cost Report Training, to be conducted by County on or before October 15 of the fiscal year for which the annual cost report is to be prepared.
 - a. Attendance by Contractor at the County's Cost Report Training is mandatory.
 - b. Failure by Contractor to attend the Cost Report Training shall be considered a breach of this Agreement.
5. Failure by Contractor to submit an annual cost report within the specified date set by the County shall constitute a breach of this Agreement. In addition to, and without limiting, any other remedy available to the County for such a breach, the County may, at its option, withhold any monetary settlements due Contractor until the cost report(s) is (are) complete.
6. Only the Director or designee may make exception to the requirement set forth in the Annual Cost Report Settlement Article, Paragraph A above, by providing Contractor written notice of the extension of the due date.
7. If Contractor does not submit the required cost report(s) when due and therefore no costs have been reported, the County may, at its option, request full payment of all funds paid Contractor under Provisional Payment Article of this Agreement. Contractor shall reimburse the full amount of all payments made by the County to Contractor within a period of time to be determined by the Director or designee.

8. No claims for reimbursement will be accepted by the County after the cost report is submitted by the contractor. The total costs reported on the cost report must match the total of all the claims submitted to DBH by Contractor as of the end of the fiscal year which includes revised and/or final claims. Any variances between the total costs reported in the cost report and fiscal year claimed costs must be justified during the cost report process in order to be considered allowable.
 9. Annual Cost Report Reconciliation Settlement shall be subject to the limitations contained in this Agreement but not limited to:
 - a. Available Match Funds
 - b. Actual submitted and approved claims to those third-parties providing funds in support of specific funded programs.
- D. As part of its annual cost report settlement, County shall identify any amounts due to Contractor by the County or due from Contractor to the County.
1. Upon issuance of the County's annual cost report settlement, Contractor may, within fourteen (14) business days, submit a written request to the County for review of the annual cost report settlement.
 2. Upon receipt by the County of Contractor's written request, the County shall, within twenty (20) business days, meet with Contractor to review the annual cost report settlement and to consider any documentation or information presented by Contractor. Contractor may waive such meeting and elect to proceed based on written submission at its sole discretion.
 3. Within twenty (20) business days of the meeting specified above, the County shall issue a response to Contractor including confirming or adjusting any amounts due to Contractor by the County or due from Contractor to the County.
 4. In the event the Annual Cost Report Reconciliation Settlement indicates that Contractor is due payment from the County, the County shall initiate the payment process to Contractor before submitting the annual Cost report to DHCS or other State agencies.
 5. In the event the Annual Cost Report Reconciliation Settlement indicates that Contractor owes payments to the County, Contractor shall make payment to the County in accordance with Paragraph E below (Method of Payments for Amounts Due to the County).
 6. Regardless of any other provision of this Paragraph D, reimbursement to Contractor shall not exceed the maximum financial obligation by fiscal year, funding source, and service modalities as delineated on the Schedules A and B.
- E. Method of Payments for Amounts Due to the County
1. Within fourteen (14) business days after written notification by the County to Contractor of any amount due by Contractor, Contractor shall notify the County as to which payment option will be utilized. Payment options for the amount to be recovered will be outlined in the settlement letter.

2. If Contractor does not so notify the County within such fourteen (14) business days, or if Contractor fails to make payment of any such amount to the County as required, then recovery of such amount from Contractor will be deducted in its entirety from immediate future claim(s) until recovered in full.
- F. Notwithstanding Final Settlement: Audit Article, Paragraph F, County shall have the option:
1. To withhold payment, or any portion thereof, pending outcome of a termination audit to be conducted by County;
 2. To withhold any sums due Contractor as a result of a preliminary and final cost settlement, pending outcome of a termination audit or similar determination regarding Contractor's indebtedness to County and to offset such withholdings as to any indebtedness to County.
- G. Preliminary and Final Cost Settlement: The cost of services rendered shall be adjusted to the lowest of the following:
1. Actual net costs for direct prevention and/or treatment services by Mode of Service.
 2. Maximum Contract amount by Mode of Service.

VIII. Fiscal Award Monitoring

- A. County has the right to monitor the Contract during the award period to ensure accuracy of claim for reimbursement and compliance with applicable laws and regulations.
- B. Contractor agrees to furnish duly authorized representatives from the County and the State access to patient/client records and to disclose to State and County representatives all financial records necessary to review or audit Contract services and to evaluate the cost, quality, appropriateness and timeliness of services. Contractor shall attain a signed confidentiality statement from said County or State representative when access to any patient records is being requested for research and/or auditing purposes. Contractor will retain the confidentiality statement for its records.
- C. If the appropriate agency of the State of California, or the County, determines that all, or any part of, the payments made by the County to Contractor pursuant hereto are not reimbursable in accordance with this Agreement, said payments will be repaid by Contractor to the County. In the event such payment is not made on demand, the County may withhold monthly payment on Contractor's claims until such disallowances are paid by Contractor.

IX. Final Settlement: Audit

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

- B. Contractor agrees to furnish duly authorized representatives from the County and the State access to patient/client records and to disclose to State and County representatives all financial records necessary to review or audit Contract services and to evaluate the cost, quality, appropriateness and timeliness of services. Contractor shall attain a signed confidentiality statement from said County or State representative when access to any patient record is being requested for research and/or auditing purposes. Contractor will retain the confidentiality statement for its records.
- C. If the appropriate agency of the State of California, or the County, determines that all, or any part of, the payments made by the County to Contractor pursuant hereto are not reimbursable in accordance with this Agreement, said payments will be repaid by Contractor to the County. In the event such payment is not made on demand, the County may withhold monthly payment on Contractor's claims until such disallowances are paid by Contractor, may refer for collections, and/or the County may terminate and/or indefinitely suspend this Agreement immediately upon serving written notice to the Contractor.
- D. The eligibility determination and the fees charged to, and collected from, patients whose treatment is provided for hereunder may be audited periodically by the County, DBH and the State.
- E. Contractor expressly acknowledges and will comply with all audit requirements contained in the Contract documents. These requirements include, but are not limited to, the agreement that the County or its designated representative shall have the right to audit, to review, and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Contractor shall have fourteen (14) days to provide a response and additional supporting documentation upon receipt of the draft post Contract audit report. DBH – Administration Audits will review the response(s) and supporting documentation for reasonableness and consider updating the audit information. After said time, the post Contract audit report will be final.
- F. If a post Contract audit finds that funds reimbursed to Contractor under this Agreement were in excess of actual costs or in excess of claimed costs (depending upon State of California reimbursement/audit policies) of furnishing the services, or in excess of the CCR, the difference shall be reimbursed on demand by Contractor to the County using one of the following methods, which shall be at the election of the County:
 - 1. Payment of total.
 - 2. Payment on a monthly schedule of reimbursement agreed upon by both the Contractor and the County.
- G. If there is a conflict between a State of California audit of this Agreement and a County audit of this Agreement, the State audit shall take precedence.
- H. In the event this Agreement is terminated, the last reimbursement claim shall be submitted within sixty (60) days after the Contractor discontinues operating under the terms of this Agreement. When such termination occurs, the County shall conduct a final audit of the Contractor within the ninety (90) day period following the termination date, and final reimbursement to the Contractor by the County shall not be made until audit

results are known and all accounts are reconciled. No claims for reimbursement shall be accepted after the sixtieth (60th) day following the date of contract termination.

- I. If the Contractor has been approved by the County to submit Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Medi-Cal claims, audit exceptions of Medi-Cal eligibility will be based on a statistically valid sample of EPSDT Medi-Cal claims by mode of service for the fiscal year projected across all EPSDT Medi-Cal claims by mode of service.

X. Single Audit Requirement

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

- A. The audit shall be performed by a licensed Certified Public Accountant (CPA).
- B. The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, latest revision, issued by the Comptroller General of the United States.
- C. At the completion of the audit, the Contractor must prepare, in a separate document from the auditor's findings, a corrective action plan to address each audit finding included in the auditor's report(s). The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. If Contractor does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.
- D. Contractor is responsible for follow-up on all audit findings. As part of this responsibility, the Contractor must prepare a summary schedule of prior audit findings. The summary schedule of prior audit findings must report the status of all audit findings included in the prior audit's schedule of findings and questioned costs. When audit findings were fully corrected, the summary schedule need only list the audit findings and state that corrective action was taken.
- E. Contractor must electronically submit within thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months following the end of the Contractor's fiscal year, to the Federal Audit Clearinghouse (FAC) the Data Collection Form SF-SAC (available on the FAC Web site) and the reporting package which must include the following:
 1. Financial statements and schedule of expenditures of Federal awards
 2. Summary schedule of prior audit findings
 3. Auditor's report(s)
 4. Corrective action plan

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

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

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

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

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

- G. Contractor must prepare appropriate financial statements, including Schedule of Expenditures for Federal Awards (SEFA).
- H. The work papers and the audit reports shall be retained for a minimum of ten (10) years from the date of the final audit report, and longer if the independent auditor is notified in writing by the County to extend the retention period.
- I. Audit work papers shall be made available upon request to the County, and copies shall be made as reasonable and necessary.

XI. Contract Performance Notification

- A. In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, Contractor shall provide notification within one (1) working day, in writing and by telephone, to DBH.
- B. Contractor shall notify DBH in writing of any change in mailing address within ten (10) calendar days of the address change.

XII. Probationary Status

- A. In accordance with the Performance Article of this Agreement, the County may place Contractor on probationary status in an effort to allow the Contractor to correct deficiencies, improve practices, and receive technical assistance from the County.
- B. County shall give notice to Contractor of change to probationary status. The effective date of probationary status shall be five (5) business days from date of notice.
- C. The duration of probationary status is determined by the Director or designee(s).

- D. Contractor shall develop and implement a corrective action plan, to be approved by DBH, no later than ten (10) business days from date of notice to become compliant.
- E. Should the Contractor refuse to be placed on probationary status or comply with the corrective action plan within the designated timeframe, the County reserves the right to terminate this Agreement as outlined in the Duration and Termination Article.
- F. Placement on probationary status requires the Contractor disclose probationary status on any Request for Proposal responses to the County.
- G. County reserves the right to place Contractor on probationary status or to terminate this Agreement as outlined in the Duration and Termination Article.

XIII. Duration and Termination

- A. The term of this Agreement shall be from July 1, 2021 through June 30, 2026 inclusive.
- B. This Agreement may be terminated immediately by the Director at any time if:
 - 1. The appropriate office of the State of California indicates that this Agreement is not subject to reimbursement under law; or
 - 2. There are insufficient funds available to County; or
 - 3. There is evidence of fraud or misuse of funds by Contractor; or
 - 4. There is an immediate threat to the health and safety of Medi-Cal beneficiaries; or
 - 5. Contractor is found not to be in compliance with any or all of the terms of the herein incorporated Articles of this Agreement or any other material terms of the Contract, including the corrective action plan; or
 - 6. During the course of the administration of this Agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
- C. Either the Contractor or Director may terminate this Agreement at any time for any reason or no reason by serving thirty (30) days written notice upon the other party.
- D. This Agreement may be terminated at any time by the mutual written concurrence of both the Contractor and the Director.
- E. Contractor must immediately notify DBH when a facility operated by Contractor as part of this Agreement is sold or leased to another party. In the event a facility operated by Contractor as part of this Agreement is sold or leased to another party, the Director has the option to terminate this Agreement immediately.

XIV. Accountability: Revenue

- A. Total revenue collected pursuant to this Agreement from fees collected for services rendered and/or claims for reimbursement from the County cannot exceed the cost of services delivered by the Contractor. In no event shall the amount reimbursed exceed the cost of delivering services.

- B. Charges for services to either patients or other responsible persons shall be at actual costs.
- C. Under the terms and conditions of this Agreement, where billing accounts have crossover Medicare and/or Insurance along with Medi-Cal, Contractor shall first bill Medicare and/or the applicable insurance, then provide to the DBH Business Office copies of Contractor's bill and the remittance advice (RA) that show that the bill was either paid or denied. The DBH Business Office, upon receipt of these two items, will proceed to have the remainder of the claim submitted to Medi-Cal. Without these two items, the accounts with the crossover Medicare and/or Insurance along with Medi-Cal will not be billed. Projected Medicare revenue to be collected during the Contract period is zero (\$0), which is shown on Line 7 of the Schedule A. Contractor acknowledges that it is obligated to report all revenue received from any source, including Medicare revenue, in its monthly claim for reimbursement, pursuant to Provisional Payment Article, and in its cost report in accordance with Annual Cost Report Settlement Article.

XV. Patient/Client Billing

- A. Contractor shall comply with all County, State and Federal requirements and procedures relating to:
 - 1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with State guidelines and WIC Sections 5709 and 5710.
 - 2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Contractor shall pursue and report collection of all patient/client and other revenue.
 - 3. Contractor shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.
 - 4. Failure of Contractor to report in all its claims and its annual cost report all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of Medi-Cal beneficiaries receiving services hereunder shall result in:
 - a. Contractor's submission of revised claim statement showing all such non-reported revenue.
 - b. A report by the County to DHCS of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries.
 - c. Any appropriate financial adjustment to Contractor's reimbursement.
- B. Any covered services provided by Contractor or subcontractor shall not be billed to patients/clients for an amount greater than the County rate [42 C.F.R. § 438.106(c)].
- C. Consumer/Client Liability for Payment

Pursuant to California Code of Regulations, Title 9, Section 1810.365, Contractor or subcontractor of Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from the consumer/client or persons acting on behalf of the consumer/client for any specialty mental health or related administrative services provided under this Contract, except to collect other health insurance coverage, share of cost, and co-payments. Consistent with 42 C.F.R., Section 438.106, Contractor or subcontractor of Contractor shall not hold the consumer/client liable for debts in the event that Contractor becomes insolvent for costs of covered services for which DBH does not pay Contractor; for costs of covered services for which DBH or Contractor does not pay Contractor's subcontractors; for costs of covered services provided under a contract, referral or other arrangement rather than from DBH; or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a consumer/client with an emergency psychiatric condition.

XVI. Personnel

- A. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff as required by Title 9 of the California Code of Regulations for the mode(s) of service described in this Agreement. Contractor shall also satisfy any other staffing requirements necessary to participate in the Short-Doyle/Medi-Cal program, if so funded.
- B. Contractor must follow DBH's credentialing and re-credentialing policy that is based on DHCS' uniform policy. Contractor must follow a documented process for credentialing and re-credentialing of Contractor's staff [42 C.F.R. §§ 438.12(a)(2) and 438.214(b)].
- C. Contractor shall ensure the Staff Master is updated regularly for each service provider with the current employment and license/certification/registration/waiver status in order to bill for services and determine provider network capacity. Updates to the Staff Master shall be completed, including, but not limited to, the following events: new registration number obtained, licensure obtained, licensure renewed, and employment terminated. When updating the Staff Master, provider information shall include, but not limited to, the following: employee name; professional discipline; license, registration or certification number; National Provider Identifier (NPI) number and NPI taxonomy code; County's billing and transactional database system number; date of hire; and date of termination (when applicable).
- D. Contractor shall comply with DBH's request(s) for provider information that is not readily available on the Staff Master form or the Management Information System as DBH is required by Federal regulation to update its paper and electronic provider directory, which includes contract agencies and hospitals, at least monthly.
- E. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the

Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

F. Statements of Disclosure

1. Contractor shall submit a statement of disclosure of ownership, control and relationship information regarding its providers, managing employees, including agents and managing agents as required in Title 42 of the Code of Federal Regulations, Sections 455.104 and 455.105 for those having five percent (5%) or more ownership or control interest. This statement relates to the provision of information about provider business transactions and provider ownership and control and must be completed prior to entering into a contract, during certification or re-certification of the provider; within thirty-five (35) days after any change in ownership; annually; and/or upon request of the County. The disclosures to provide are as follows:
 - a. Name and address of any person (individual or corporation) with an ownership or control interest in Contractor's agency. The address for corporate entities shall include, as applicable, a primary business address, every business location and a P.O. box address;
 - b. Date of birth and Social Security Number (if an individual);
 - c. Other tax identification number (if a corporation or other entity);
 - d. Whether the person (individual or corporation) with an ownership or control interest in the Contractor's agency is related to another person with ownership or control in the same or any other network provider of the Contractor as a spouse, parent, child or sibling;
 - e. The name of any other disclosing entity in which the Contractor has an ownership or control interest; and
 - f. The name, address, date of birth and Social Security Number of any managing employee of the Contractor.
2. Contractor shall also submit disclosures related to business transactions as follows:
 - a. Ownership of any subcontractor with whom the Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
 - b. Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the five (5) year period ending on the date of a request by County.
3. Contractor shall submit disclosures related to persons convicted of crimes regarding the Contractor's management as follows:

- a. The identity of any person who is a managing employee, owner or person with controlling interest of the Contractor who has been convicted of a crime related to Federal health care programs;
 - b. The identity of any person who is an agent of the Contractor who has been convicted of a crime related to Federal health care programs. Agent is described in 42 C.F.R. §455.101; and
 - c. The Contractor shall supply the disclosures before entering into a contract and at any time upon the County's request.
- G. Contractor shall confirm the identity of its providers, employees, DBH-funded network providers, contractors and any person with an ownership or controlling interest, or who is an agent or managing employee by developing and implementing a process to conduct a review of applicable Federal databases in accordance with Title 42 of the Code of Federal Regulations, Section 455.436. In addition to any background check or Department of Justice clearance, the Contractor shall review and verify the following databases:
 1. Social Security Administration's Death Master File to ensure new and current providers are not listed. Contractor shall conduct the review prior to hire and upon contract renewal (for contractor employees not hired at the time of contract commencement).
 2. National Plan and Provider Enumeration System (NPPES) to ensure the provider has a NPI number, confirm the NPI number belongs to the provider, verify the accuracy of the providers' information and confirm the taxonomy code selected is correct for the discipline of the provider.
 3. List of Excluded Individuals/Entities and General Services Administration's System for Award Management (SAM), the Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and DHCS Suspended and Ineligible Provider (S&I) List (if Medi-Cal reimbursement is received under this Contract), to ensure providers, employees, DBH-funded network providers, contractors and any person with an ownership or controlling interest, or who is an agent or managing employee are not excluded, suspended, debarred or otherwise ineligible to participate in the Federal and State health care programs. See the Licensing, Certification and Accreditation section of this Contract for further information on Excluded and Ineligible Person checks.
- H. Contractor shall obtain records from the Department of Justice of all convictions of persons offered employment or volunteers as specified in Penal Code Section 11105.3.
- I. Contractor shall inform DBH within twenty-four (24) hours or next business day of any allegations of sexual harassment, physical abuse, etc., committed by Contractor's employees against clients served under this Contract. Contractor shall report incident as outlined in Notification of Unusual Occurrences or Incident/Injury Reports paragraph in the Administrative Procedures Article.
- J. Iran Contracting Act of 2010

In accordance with Public Contract Code Section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person [as defined in Public Contract Code Section 2202(e)] engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code Section 2205.

K. Trafficking Victims Protection Act of 2000

In accordance with the Trafficking Victims Protection Act (TVPA) of 2000, the Contractor certifies that at the time the Contract is signed, the Contractor will remain in compliance with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104). For access to the full text of the award term, go to: <http://www.samhsa.gov/grants/grants-management/policies-regulations/additional-directives>.

The TVPA strictly prohibits any Contractor or Contractor employee from:

1. Engaging in severe forms of trafficking in persons during the duration of the Contract;
2. Procuring a commercial sex act during the duration of the Contract; and
3. Using forced labor in the performance of the Contract.

Any violation of the TVPA may result in payment withholding and/or a unilateral termination of this Contract without penalty in accordance with 2 CFR Part 175. The TVPA applies to Contractor and Contractor's employees and/or agents.

XVII. Prohibited Affiliations

A. Contractor shall not knowingly have any prohibited type of relationship with the following:

1. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549 [42 C.F.R. § 438.610(a)(1)].
2. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in this section [42 C.F.R. § 438.610(a)(2)].

B. Contractor shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in Federal health care programs (as defined in section 1128B(f) of the Social Security Act) under either Section 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act [42 C.F.R. §§ 438.214(d)(1), 438.610(b); 42 U.S.C. § 1320c-5].

C. Contractor shall not have any types of relationships prohibited by this section with an excluded, debarred, or suspended individual, provider, or entity as follows:

1. A director, officer, agent, managing employee, or partner of the Contractor [42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1)].
2. A subcontractor of the Contractor, as governed by 42 C.F.R. § 438.230. [42 C.F.R. § 438.610(c)(2)].
3. A person with beneficial ownership of 5 percent (5%) or more of the Contractor's equity [(42 C.F.R. § 438.610(c)(3)].
4. An individual convicted of crimes described in section 1128(b)(8)(B) of the Act [42 C.F.R. § 438.808(b)(2)].
5. A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Contract [42 C.F.R. § 438.610(c)(4)].
6. Contractor shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services, or the establishment of policies or provision of operational support for such services [42 C.F.R. § 438.808(b)(3)].

D. Conflict of Interest

1. Contractor shall comply with the conflict of interest safeguards described in 42 Code of Federal Regulations part 438.58 and the prohibitions described in section 1902(a)(4)(C) of the Act [42 C.F.R. § 438.3(f)(2)].
2. Contractor shall not utilize in the performance of this Contract any County officer or employee or other appointed County official unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular County employment [Pub. Con. Code § 10410; 42 C.F.R. § 438.3(f)(2)].
 - a. Contractor shall submit documentation to the County of current and former County employees who may present a conflict of interest.

XVIII. Licensing, Certification and Accreditation

- A. Contractor shall operate continuously throughout the term of this Agreement with all licenses, certifications and/or permits as are necessary to the performance hereunder. Failure to maintain a required license, certification, and/or permit may result in immediate termination of this Contract.
- B. Contractor shall maintain for inpatient and residential services the necessary licensing and certification or mental health program approval throughout the term of this Contract.
- C. Contractor shall inform DBH whether it has been accredited by a private independent accrediting entity [42 C.F.R. 438.332(a)]. If Contractor has received accreditation by a private independent accrediting entity, Contractor shall authorize the private independent

accrediting entity to provide the County a copy of its most recent accreditation review, including:

1. Its accreditation status, survey type, and level (as applicable); and
 2. Accreditation results, including recommended actions or improvements, corrective action plans, and summaries of findings; and
 3. The expiration date of the accreditation [42 C.F.R. § 438.332(b)].
- D. Contractor shall be knowledgeable of and compliant with State law and DBH policy/procedure regarding Medi-Cal Certification and ensure that the head of service is a licensed mental health professional or other appropriate individual.
- E. Contractor shall ensure all service providers apply for, obtain and maintain the appropriate certification, licensure, registration or waiver prior to rendering services. Service providers must work within their scope of practice and may not render and/or claim services without a valid certification, licensure, registration or waiver. Contractor shall develop and implement a policy and procedure for all applicable staff to notify Contractor of a change in licensure/certification/waiver status, and Contractor is responsible for notifying DBH of such change.
- F. Contractor shall comply with applicable provisions of the:
1. California Code of Regulations, Title 9;
 2. California Business and Professions Code, Division 2; and
 3. California Code of Regulations, Title 16.
- G. Contractor shall comply with the United States Department of Health and Human Services OIG requirements related to eligibility for participation in Federal and State health care programs.
1. Ineligible Persons may include both entities and individuals and are defined as any individual or entity who:
 - a. Is currently excluded, suspended, debarred or otherwise ineligible to participate in the Federal and State health care programs; or
 - b. Has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal and State health care programs after a period of exclusion, suspension, debarment, or ineligibility.
 2. Contractor shall review the organization and all its employees, subcontractors, agents, physicians and persons having five percent (5%) or more of direct or indirect ownership or controlling interest of the Contractor for eligibility against the following databases: SAM and the OIG's LEIE respectively to ensure that Ineligible Persons are not employed or retained to provide services related to this Contract. Contractor shall conduct these reviews before hire or contract start date and then no less than once a month thereafter.
 - a. SAM can be accessed at <http://www.sam.gov/portal/public/SAM>.

- b. LEIE can be accessed at <http://oig.hhs.gov/exclusions/index.asp>.
- 3. If Contractor receives Medi-Cal reimbursement, Contractor shall review the organization and all its employees, subcontractors, agents and physicians for eligibility against the DHCS S&I List to ensure that Ineligible Persons are not employed or retained to provide services related to this Contract. Contractor shall conduct this review before hire or contract start date and then no less than once a month thereafter.
 - a. S&I List can be accessed at: <http://medi-cal.ca.gov/default.asp>.
- 4. Contractor shall certify or attest that no staff member, officer, director, partner or principal, or sub-contractor is "excluded" or "suspended" from any Federal health care program, federally funded contract, state health care program or state funded contract. This certification shall be documented by completing the Attestation Regarding Ineligible/Excluded Persons (**Attachment I**) at time of the initial contract execution and annually thereafter. Contractor shall not certify or attest any excluded person working/contracting for its agency and acknowledges that the County shall not pay the Contractor for any excluded person. The Attestation Regarding Ineligible/Excluded Persons shall be submitted to the following program and address:

DBH Office of Compliance
303 East Vanderbilt Way
San Bernardino, CA 92415-0026

Or send via email to: Compliance_Questions@dbh.sbcounty.gov
- 5. Contractor acknowledges that Ineligible Persons are precluded from employment and from providing Federal and State funded health care services by contract with County.
- 6. Contractor shall have a policy regarding the employment of sanctioned or excluded employees that includes the requirement for employees to notify the Contractor should the employee become sanctioned or excluded by the OIG, General Services Administration (GSA), and/or DHCS.
- 7. Contractor acknowledges any payment received for an excluded person may be subject to recovery and/or considered an overpayment by DBH/DHCS and/or be the basis for other sanctions by DHCS.
- 8. Contractor shall immediately notify DBH should an employee become sanctioned or excluded by the OIG, GSA, and/or DHCS.

XIX. Health Information System

- A. Should Contractor have a health information system, it shall maintain a system that collects, analyzes, integrates, and reports data (42 C.F.R. § 438.242(a); Cal. Code Regs., tit. 9, § 1810.376.) The system shall provide information on areas including, but not limited to, utilization, claims, grievances, and appeals [42 C.F.R. § 438.242(a)]. Contractor shall comply with Section 6504(a) of the Affordable Care Act [42 C.F.R. § 438.242(b)(1)].

- B. Contractor's health information system shall, at a minimum:
1. Collect data on beneficiary and Contractor characteristics as specified by the County, and on services furnished to beneficiaries as specified by the County; [42 C.F.R. § 438.242(b)(2)].
 2. Ensure that data received is accurate and complete by:
 - a. Verifying the accuracy and timeliness of reported data.
 - b. Screening the data for completeness, logic, and consistency.
 - c. Collecting service information in standardized formats to the extent feasible and appropriate.
- C. Contractor shall make all collected data available to DBH and, upon request, to DHCS and/or CMS [42 C.F.R. § 438.242(b)(4)].
- D. Contractor's health information system is not required to collect and analyze all elements in electronic formats [Cal. Code Regs., tit. 9, § 1810.376(c)].

XX. Administrative Procedures

- A. Contractor agrees to adhere to all applicable provisions of:
1. State Notices,
 2. DBH Policies and Procedures on Advance Directives, and;
 3. County DBH Standard Practice Manual (SPM). Both the State Notices and the DBH SPM are included as a part of this Contract by reference.
- B. Contractor shall have a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, any required State or Federal notices (Deficit Reduction Act), and procedures for reporting unusual occurrences relating to health and safety issues.
- C. All written materials for potential beneficiaries and beneficiaries with disabilities must utilize easily understood language and a format which is typically at 5th or 6th grade reading level, in a font size no smaller than 12 point, be available in alternative formats and through the provision of auxiliary aids and services, in an appropriate manner that takes into consideration the special needs of potential beneficiaries or beneficiaries with disabilities or limited English proficiency and include a large print tagline and information on how to request auxiliary aids and services, including the provision of the materials in alternative formats [42 C.F.R. 438.10(d)(6)(ii)]. The aforementioned written materials may only be provided electronically by the Contractor if all of the following conditions are met:
1. The format is readily accessible;
 2. The information is placed in a location on the Contractor's website that is prominent and readily accessible;
 3. The information is provided in an electronic form which can be electronically retained and printed;

4. The information is consistent with the content and language requirements of this Attachment; and
 5. The beneficiary is informed that the information is available in paper form without charge upon request and Contractor provides it upon request within five (5) business days [42 C.F.R. 438.10(c)(6)].
- D. Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary with disabilities at no cost. Large print means printed in a font size no smaller than 18 point [42 C.F.R. § 438.10(d)(3)].
- E. Contractor shall provide the required information in this section to each beneficiary when first receiving Specialty Mental Health Services and upon request [1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), p. 26, attachments 3 and 4; Cal. Code Regs., tit. 9, § 1810.360(e)].
- F. Provider List
- Contractor shall ensure that staff is knowledgeable of and compliant with State and DBH policy/procedure regarding DBH Provider Directories. Contractor agrees to demonstrate that staff knows how to access Provider List as required by DBH.
- G. Beneficiary Informing Materials
- Contractor shall ensure that staff is knowledgeable of and compliant with State and DBH policy/procedure regarding Beneficiary Informing Materials which includes, but is not limited to the Guide to Medi-Cal Mental Health Services. Contractor shall only use the DBH and DHCS developed and approved handbooks, guides and notices.
- H. If a dispute arises between the parties to this Agreement concerning the interpretation of any State Notice or a policy/procedure within the DBH SPM, the parties agree to meet with the Director to attempt to resolve the dispute.
- I. State Notices shall take precedence in the event of conflict with the terms and conditions of this Agreement.
- J. If a dispute arises between the parties concerning the performance of this Agreement, DBH and Contractor agree to meet informally to attempt to reach a just and equitable solution.
- K. Grievance and Complaint Procedures
- Contractor shall ensure that staff are knowledgeable of and compliant with the San Bernardino County Beneficiary Grievance and Appeals Procedures and ensure that any complaints by recipients are referred to DBH in accordance with the procedure.
- L. Notice of Adverse Benefit Determination Procedures
- Contractor shall ensure that staff is knowledgeable of and compliant with State law and DBH policy/procedure regarding the issuance of Notice of Adverse Benefit Determinations (NOABDs).
- M. Notification of Unusual Occurrences or Incident/Injury Reports

1. Contractor shall notify DBH, within twenty-four (24) hours or next business day, of any unusual incident(s) or event(s) that occur while providing services under this Contract, which may result in reputational harm to either the Contractor or the County. Notice shall be made to the assigned contract oversight DBH Program Manager with a follow-up call to the applicable Deputy Director.
2. Contractor shall submit a written report to DBH within three (3) business days of occurrence on DBH Unusual Occurrence/Incident Report form or on Contractor's own form preapproved by DBH Program Manager or designee.
3. If Contractor is required to report occurrences, incidents or injuries as part of licensing requirements, Contractor shall provide DBH Program Manager or designee with a copy of report submitted to applicable State agency.
4. Written reports shall not be made via email unless encryption is used.

N. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the County of San Bernardino Department of Behavioral Health as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with and approved by the County prior to publication. Contractor shall receive written permission from DBH prior to publication of said training materials.

O. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Contract or Contractor's relationship with the County may be made or used without prior written approval of DBH.

P. Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor or subcontractor pursuant to the Agreement shall be considered property of the County upon payment for services. All such items shall be delivered to DBH at the completion of work under the Agreement. Unless otherwise directed by DBH, Contractor may retain copies of such items.

Q. Equipment and Other Property

All equipment, materials, supplies or property of any kind (including vehicles, publications, copyrights, etc.) purchased with funds received under the terms of this Agreement which has a life expectancy of one (1) year or more shall be the property of

DBH, unless mandated otherwise by Funding Source, and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by DBH when the Agreement is terminated. Additional terms are as follows:

1. The purchase of any furniture or equipment which was not included in Contractor's approved budget, shall require the prior written approval of DBH, and shall fulfill the provisions of this Agreement which are appropriate and directly related to Contractor's services or activities under the terms of the Agreement. DBH may refuse reimbursement for any cost resulting from such items purchased, which are incurred by Contractor, if prior written approval has not been obtained from DBH.
 2. Before equipment purchases made by Contractor are reimbursed by DBH, Contractor must submit paid vendor receipts identifying the purchase price, description of the item, serial numbers, model number and location where equipment will be used during the term of this Agreement.
 3. All equipment purchased/reimbursed with funds from this Agreement shall only be used for performance of this Agreement.
 4. Assets purchased with Medi-Cal Federal Financial Participation (FFP) funds shall be capitalized and expensed according to Medi-Cal (Centers for Medicare and Medicaid Services) regulation.
 5. Contractor shall submit an inventory of equipment purchased under the terms of this Agreement as part of the monthly activity report for the month in which the equipment is purchased. Contractor must also maintain an inventory of equipment purchased that, at a minimum, includes the description of the property, serial number or other identification number, source of funding, title holder, acquisition date, cost of the equipment, location, use and condition of the property, and ultimate disposition data. A physical inventory of the property must be reconciled annually. Equipment should be adequately maintained and a control system in place to prevent loss, damage, or theft. Equipment with cost exceeding County's capitalization threshold of \$5,000 must be depreciated.
 6. Upon termination of this Agreement, Contractor will provide a final inventory to DBH and shall at that time query DBH as to requirements, including the manner and method in returning equipment to DBH. Final disposition of such equipment shall be in accordance with instructions from DBH.
- R. Contractor agrees to and shall comply with all requirements and procedures established by the State, County, and Federal Governments, including those for quality improvement, and including, but not limited to, submission of periodic reports to DBH for coordination, contract compliance, and quality assurance.
- S. Travel
- Contractor shall adhere to the County's Travel Management Policy (8-02) when travel is pursuant to this Agreement and for which reimbursement is sought from the County. In

addition, Contractor shall, to the fullest extent practicable, utilize local transportation services, including but not limited to Ontario Airport, for all such travel.

- T. Political contributions and lobbying activities are not allowable costs. This includes contributions made indirectly through other individuals, committees, associations or other organizations for campaign or other political purposes. The costs of any lobbying activities however conducted, either directly or indirectly, are not allowable.

XXI. Laws and Regulations

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

1. Mental Health Plan (MHP) Contract with the State;
2. California Code of Regulations, Title 9;
3. California Code of Regulations, Title 22;
4. California Welfare and Institutions Code, Division 5;
5. Code of Federal Regulations, Title 42, including, but not limited to, Parts 438 and 455;
6. Code of Federal Regulations, Title 45;
7. United States Code, Title 42, as applicable;
8. Balanced Budget Act of 1997; and
9. Applicable Medi-Cal laws, regulations, including applicable sub-regulatory guidance and contract provisions.

- B. Health and Safety

Contractor shall comply with all applicable State and local health and safety requirements and clearances for each site where program services are provided under the terms of the Contract:

1. Any space owned, leased or operated by the Contractor and used for services or staff must meet local fire codes.
2. The physical plant of any site owned, leased or operated by the Contractor and used for services or staff is clean, sanitary and in good repair.
3. Contractor shall establish and implement maintenance policies for any site owned, leased or operated that is used for services or staff to ensure the safety and well-being of beneficiaries and staff.

- C. Drug and Alcohol-Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, Contractor agrees that Contractor and Contractor's employees, while performing service for the County, on County property, or while using County equipment:

1. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of any substance.
3. Shall not sell, offer, or provide alcohol or a drug to another person. This shall not be applicable to Contractor or Contractor's employees who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.
4. Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
5. The County may terminate for default or breach of this Contract and any other contract Contractor has with County, if Contractor or Contractor's employees are determined by the County not to be in compliance with above.

D. Pro-Children Act of 1994

Contractor will comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994.

E. Privacy and Security

1. Contractor shall comply with all applicable State and Federal regulations pertaining to privacy and security of client information including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), as incorporated in the American Recovery and Reinvestment Act of 2009. Regulations have been promulgated governing the privacy and security of Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) or electronic Protected Health Information (ePHI).
2. In addition to the aforementioned protection of IIHI, PHI and e-PHI, the County requires Contractor to adhere to the protection of Personally Identifiable Information (PII) and Medi-Cal PII. PII includes any information that can be used to search for or identify individuals such as but not limited to name, social security number or date of birth. Whereas Medi-Cal PII is the information that is directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining or verifying eligibility that can be used alone or in conjunction with any other information to identify an individual.
3. Contractor shall comply with the HIPAA Privacy and Security Rules, which includes but is not limited to implementing administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of PHI; implementing and providing a copy to DBH of reasonable and appropriate written policies and procedures to comply with the standards; conducting a risk analysis regarding the potential risks and vulnerabilities of the confidentiality, integrity and availability of PHI; conducting privacy and security awareness and

training at least annually and retain training records for at least ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later, and limiting access to those persons who have a business need.

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

5. Reporting of Improper Access, Use or Disclosure or Breach

Contractor shall report to DBH Office of Compliance any unauthorized use, access or disclosure of unsecured Protected Health Information or any other security incident with respect to Protected Health Information no later than one (1) business day upon the discovery of a potential breach consistent with the regulations promulgated under HITECH by the United States Department of Health and Human Services, 45 CFR Part 164, Subpart D. Upon discovery of the potential breach, the Contractor shall complete the following actions:

- a. Provide DBH Office of Compliance with the following information to include but not limited to:
 - i. Date the potential breach occurred;
 - ii. Date the potential breach was discovered;
 - iii. Number of staff, employees, subcontractors, agents or other third parties and the titles of each person allegedly involved;
 - iv. Number of potentially affected patients/clients; and
 - v. Description of how the potential breach allegedly occurred.
- b. Provide an update of applicable information to the extent known at that time without reasonable delay and in no case later than three (3) calendar days of discovery of the potential breach.
- c. Provide completed risk assessment and investigation documentation to DBH Office of Compliance within ten (10) calendar days of discovery of the potential breach with decision whether a breach has occurred, including the following information:
 - i. The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;
 - ii. The unauthorized person who used PHI or to whom it was made;
 - iii. Whether the PHI was actually acquired or viewed; and
 - iv. The extent to which the risk to PHI has been mitigated.
- d. Contractor is responsible for notifying the client and for any associated costs that are not reimbursable under this Contract, if a breach has occurred. Contractor must provide the client notification letter to DBH for review and approval prior to sending to the affected client(s).
- e. Make available to the County and governing State and Federal agencies in a time and manner designated by the County or governing State and Federal agencies, any policies, procedures, internal practices and records

relating to a potential breach for the purposes of audit or should the County reserve the right to conduct its own investigation and analysis.

F. Program Integrity Requirements

1. General Requirement

As a condition for receiving payment under a Medi-Cal managed care program, Contractor shall comply with the provisions of Title 42 C.F.R. Sections 438.604, 438.606, 438.608 and 438.610. Contractor must have administrative and management processes or procedures, including a mandatory compliance plan, that are designed to detect and prevent fraud, waste or abuse.

- a. If Contractor identifies an issue or receives notification of a complaint concerning an incident of possible fraud, waste, or abuse, Contractor shall immediately notify DBH; conduct an internal investigation to determine the validity of the issue/complaint; and develop and implement corrective action if needed.
- b. If Contractor's internal investigation concludes that fraud or abuse has occurred or is suspected, the issue is egregious, or beyond the scope of the Contractor's ability to pursue, the Contractor shall immediately report to the DBH Office of Compliance for investigation, review and/or disposition.
- c. Contractor shall immediately report to DBH any overpayments identified or recovered, specifying the overpayments due to potential fraud.
- d. Contractor shall immediately report any information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility, including changes in the beneficiary's residence or the death of the beneficiary.
- e. Contractor shall immediately report any information about a change in contractor's or contractor's staff circumstances that may affect eligibility to participate in the managed care program.
- f. Contractor shall implement and maintain processes or procedures designed to detect and prevent fraud, waste or abuse that includes provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered by Contractor were actually furnished to beneficiaries, demonstrate the results to DBH, and apply such verification procedures on a regular basis.
- g. Contractor understands DBH, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time if there is a reasonable possibility of fraud or similar risk.

2. Compliance Plan and Program

DBH has established an Office of Compliance for purposes of ensuring adherence to all standards, rules and regulations related to the provision of services and expenditure of funds in Federal and State health care programs.

Contractor shall either adopt DBH's Compliance Plan/Program or establish its own Compliance Plan/Program and provide documentation to DBH to evaluate whether the Program is consistent with the elements of a Compliance Program as recommended by the United States Department of Health and Human Services, Office of Inspector General.

Contractor's Compliance Program must include the following elements:

- a. Designation of a compliance officer who reports directly to the Chief Executive Officer and the Contactor's Board of Directors and compliance committee comprised of senior management who are charged with overseeing the Contractor's compliance program and compliance with the requirements of this account. The committee shall be accountable to the Contractor's Board of Directors.

- b. Policies and Procedures

Written policies and procedures that articulate the Contractor's commitment to comply with all applicable Federal and State standards. Contractor shall adhere to applicable DBH Policies and Procedures relating to the Compliance Program or develop its own compliance related policies and procedures.

- i. Contractor shall establish and implement procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they arise, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under the Contract.
- ii. Contractor shall implement and maintain written policies for all DBH funded employees, and of any contractor or agent, that provide detailed information about the False Claims Act and other Federal and State laws, including information about rights of employees to be protected as whistleblowers.
- iii. Contractor shall maintain documentation, verification or acknowledgement that the Contractor's employees, subcontractors, interns, volunteers, and members of Board of Directors are aware of these Policies and Procedures and the Compliance Program.
- iv. Contractor shall have a Compliance Plan demonstrating the seven (7) elements of a Compliance Plan. Contractor has the option to develop its own or adopt DBH's Compliance Plan. Should Contractor develop its own Plan, Contractor shall submit the Plan prior to implementation for review and approval to:

DBH Office of Compliance
303 East Vanderbilt Way
San Bernardino, CA 92415-0026

Or send via email to: Compliance_Questions@dbh.sbcounty.gov

c. Code of Conduct

Contractor shall either adopt the DBH Code of Conduct or develop its own Code of Conduct.

- i. Should the Contractor develop its own Code of Conduct, Contractor shall submit the Code prior to implementation to the following DBH Program for review and approval:

DBH Office of Compliance
303 East Vanderbilt Way
San Bernardino, CA 92415-0026

Or send via email to: Compliance_Questions@dbh.sbcounty.gov.

- ii. Contractor shall distribute to all Contractor's employees, subcontractors, interns, volunteers, and members of Board of Directors a copy of the Code of Conduct. Contractor shall document annually that such persons have received, read, understand and will abide by said Code.

d. Excluded/Ineligible Persons

Contractor shall comply with Licensing, Certification and Accreditation Article in this Contract related to excluded and ineligible status in Federal and State health care programs.

e. Internal Monitoring and Auditing

Contractor shall be responsible for conducting internal monitoring and auditing of its agency. Internal monitoring and auditing include, but are not limited to billing and coding practices, licensure/credential/registration/waiver verification and adherence to County, State and Federal regulations.

- i. Contractor shall take reasonable precaution to ensure that the coding of health care claims and billing for same are prepared and submitted in an accurate and timely manner and are consistent with Federal, State and County laws and regulations as well as DBH's policies and/or agreements with third party payers. This includes compliance with Federal and State health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or its agents.
- ii. Contractor shall not submit false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind.

- iii. Contractor shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, Contractor shall use only correct billing codes that accurately describe the services provided.
 - iv. Contractor shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified by the County, Contractor, outside auditors, etc.
 - v. Contractor shall ensure all employees/service providers maintain current licensure/credential/registration/waiver status as required by the respective licensing Board, applicable governing State agency(ies) and Title 9 of the California Code of Regulations.
- f. Response to Detected Offenses
- Contractor shall respond to and correct detected health care program offenses relating to this Contract promptly. Contractor shall be responsible for developing corrective action initiatives for offenses to mitigate the potential for recurrence.
- g. Compliance Training
- Contractor is responsible for ensuring its Compliance Officer, and the agency's senior management, employees and contractors attend trainings regarding Federal and State standards and requirements. The Compliance Officer must attend effective training and education related to compliance, including but not limited to, seven elements of a compliance program and fraud, waste and abuse. Contractor is responsible for conducting and tracking Compliance Training for its agency staff. Contractor is encouraged to attend DBH Compliance trainings, as offered and available.
- h. Enforcement of Standards
- Contractor shall enforce compliance standards uniformly and through well-publicized disciplinary guidelines. If Contractor does not have its own standards, the County requires the Contractor utilize DBH policies and procedures as guidelines when enforcing compliance standards.
- i. Communication
- Contractor shall establish and maintain effective lines of communication between its Compliance Officer and Contractor's employees and subcontractors. Contractor's employees may use Contractor's approved Compliance Hotline or DBH's Compliance Hotline (800) 398-9736 to report fraud, waste, abuse or unethical practices. Contractor shall ensure its Compliance Officer establishes and maintains effective lines of communication with DBH's Compliance Officer and program.
- j. Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

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

XXII. Patients' Rights

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

XXIII. Confidentiality

Contractor agrees to comply with confidentiality requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), commencing with Subchapter C, and all State and Federal statutes and regulations regarding confidentiality, including but not limited to applicable provisions of Welfare and Institutions Code Sections 5328 et seq. and 14100.2, Title 22, California Code of Regulations Section 51009 and Title 42, Code of Federal Regulations Part 2.

- A. Contractor shall have all employees acknowledge an Oath of Confidentiality mirroring that of DBH's, including confidentiality and disclosure requirements, as well as sanctions related to non-compliance. Contractor shall have all employees sign acknowledgement of the Oath on an annual basis.
- B. Contractor shall not use or disclose PHI other than as permitted or required by law.

XXIV. Admission Policies

- A. Contractor shall develop patient/client admission policies, which are in writing and available to the public.
- B. Contractor's admission policies shall adhere to policies that are compatible with Department of Behavioral Health service priorities, and Contractor shall admit clients according to procedures and time frames established by DBH.
- C. If Contractor is found not to be in compliance with the terms of Admission Policies Article, this Agreement may be subject to termination.

XXV. Medical Records/Protected Health Information

- A. Contractor agrees to maintain and retain medical records according to the following:
1. The minimum maintenance requirement of medical records is:
 - a. The information contained in the medical record shall be confidential and shall be disclosed only to authorized persons in accordance to local, State and Federal laws.
 - b. Documents contained in the medical record shall be written legibly in ink or typewritten, be capable of being photocopied and shall be kept for all clients accepted for care or admitted, if applicable.
 - c. If the medical record is electronic, the Contractor shall make the computerized records accessible for the County's review.
 2. The minimum contractual requirement for the retention of medical records is:
 - a. For adults and emancipated minors, ten (10) years following discharge (last date of service), the final date of the contract period or from the date of completion of any audit, whichever is later;
 - b. For unemancipated minors, a minimum of ten (10) years after they have attained the age of 18, but in no event less than ten (10) years following discharge (last date of service), the final date of the contract period or from the date of completion of any audit, whichever is later.
 - c. County shall be informed within three (3) business days, in writing, if client medical records are defaced or destroyed prior to the expiration of the required retention period.
- B. Should patient/client records be misplaced and cannot be located after the Contractor has performed due diligence, the Contractor shall report to DBH as a possible breach of PHI in violation of HIPAA. Should the County and Contractor determine the chart cannot be located, all billable services shall be disallowed/rejected.
- C. Contractor shall ensure that all patient/client records are stored in a secure manner and access to records is limited to those employees of Contractor who have a business need. Security and access of records shall occur at all times, during and after business hours.
- D. Contractor agrees to furnish duly authorized representatives from the County and the State access to patient/client records.
- E. The IIHI or PHI under this Contract shall be and remain the property of the County. The Contractor agrees that it acquires no title or rights to any of the types of client information.
- F. The County shall store the medical records for all the Contractor's County funded clients when a Contract ends its designated term, a Contract is terminated, a Contractor relinquishes its contracts or if the Contractor ceases operations.
1. Contractor shall deliver to DBH all data, reports, records and other such information and materials (in electronic or hard copy format) pertaining to the medical records that may have been accumulated by Contractor or subcontractor

under this Contract, whether completed, partially completed or in progress within seven (7) calendar days of said termination/end date.

2. Contractor shall be responsible for the boxing, indexing and delivery of any and all records that will be stored by DBH Medical Records Unit. Contractor shall arrange for delivery of any and all records to DBH Medical Records Unit within seven (7) calendar days (this may be extended to thirty (30) calendar days with approval of DBH) of cessation of business operations.
3. Should the Contractor fail to relinquish the medical records to the County, the County shall report the Contractor and its qualified professional personnel to the applicable licensing or certifying board(s).
4. Contractor shall maintain responsibility for the medical records of non-county funded clients.

XXVI. Transfer of Care

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

XXVII. Quality Assurance/Utilization Review

- A. Contractor agrees to be in compliance with the Laws and Regulations Article of this Contract.
- B. County shall establish standards and implement processes for Contractor that will support understanding of, compliance with, documentation standards set forth by the State. The County has the right to monitor performance so that the documentation of care provided will satisfy the requirements set forth. The documentation standards for beneficiary care are minimum standards to support claims for the delivery of specialty mental health services. All documentation shall be addressed in the beneficiary record.
- C. Contractor agrees to implement a Quality Improvement Program as part of program operations. This program will be responsible for monitoring documentation, quality improvement and quality care issues. Contractor will work with DBH Quality Management Division on a regular basis, and provide any tools/documents used to evaluate Contractor's documentation, quality of care and the quality improvement process.
- D. When quality of care documentation or issues are found to exist by DBH, Contractor shall submit a plan of correction to be approved by DBH Quality Management.
- E. Contractor agrees to be part of the County Quality Improvement planning process through the annual submission of Quality Improvement Outcomes in County identified areas.

XXVIII. Independent Contractor Status

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

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

XXIX. Subcontractor Status

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

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

B. Any subcontracting agency must be approved in writing by DBH and shall be subject to all applicable provisions of this Contract. The Contractor will be fully responsible for the performance, duties and obligations of a subcontracting agency, including the determination of the subcontractor selected and the ability to comply with the requirements of this Contract. DBH will not reimburse subcontractor directly for any services rendered.

C. Ineligible Persons

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

XXX. Attorney Costs & Fees

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Article, Part A.

XXXI. Indemnification and Insurance

A. Indemnification

Contractor agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County and its authorized officers, employees, agents

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

B. Additional Insured

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

C. Waiver of Subrogation Rights

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

D. Policies Primary and Non-Contributory

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

E. Severability of Interests

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

F. Proof of Coverage

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

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

G. Acceptability of Insurance Carrier

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

H. Deductibles and Self-Insured Retention

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

I. Failure to Procure Coverage

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

J. Insurance Review

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

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

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

K. Insurance Specifications

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

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

1. Workers' Compensation/Employers Liability

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

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

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

2. Commercial/General Liability Insurance

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

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal Injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

3. Automobile Liability Insurance

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

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

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

4. Umbrella Liability Insurance

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

5. Cyber Liability Insurance

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

L. Professional Services Requirements

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

or

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

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

2. Abuse/Molestation Insurance – The Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation, and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
3. If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The "claims made" insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

XXXII. Nondiscrimination

A. General

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

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

B. Americans with Disabilities Act/Individuals with Disabilities

Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto. Contractor shall report to the applicable DBH Program Manager if its offices/facilities have accommodations for people with physical disabilities, including offices, exam rooms, and equipment.

C. Employment and Civil Rights

Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:

1. Equal Employment Opportunity Program

Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000); the California Fair Employment and Housing Act; and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

During the term of the Contract, Contractor shall not discriminate against any employee, applicant for employment, or service recipient on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, political affiliation or military and veteran status.

2. Civil Rights Compliance

a. Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. Consistent with the requirements of applicable Federal or State law, the Contractor shall not engage in any unlawful discriminatory practices in the

admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical disabilities. The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified individuals with disabilities in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of the United States Department of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977. The Contractor shall include the nondiscrimination and compliance provisions of this Contract in all subcontracts to perform work under this Contract. Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to Title 9, CCR, Section 1820.205, Section 1830.205 or Section 1830.210, prior to providing covered services to a beneficiary.

- b. Contractor shall prohibit discrimination on the basis of race, color, national origin, sex, gender identity, age, disability, or limited English proficiency (LEP) in accordance with Section 1557 of the Affordable Care Act (ACA), appropriate notices, publications, and DBH Non-Discrimination-Section 1557 of the Affordable Care Act Policy (COM0953).

D. Sexual Harassment

Contractor agrees that clients have the right to be free from sexual harassment and sexual contact by all staff members and other professional affiliates.

- E. Contractor shall not discriminate against beneficiaries on the basis of health status or need for health care services, pursuant to 42 C.F.R. Section 438.6(d)(3).
- F. Contractor shall not discriminate against Medi-Cal eligible individuals who require an assessment or meet medical necessity criteria for specialty mental health services on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability and will not use any policy or practice that has the effect of discriminating on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability [42 C.F.R. § 438.3(d)(4)].

G. Policy Prohibiting Discrimination, Harassment, and Retaliation

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

The County prohibits discrimination, harassment, and/or retaliation on the basis Race, Religion, Color, National Origin, Ancestry, Disability, Sex/Gender, Gender Identity/Gender Expression/Sex Stereotype/Transgender, Sexual Orientation,

Age, Military and Veteran Status. These classes and/or categories are Covered Classes covered under this policy; more information is available at www.dfeh.ca.gov/employment.

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

2. Contractor shall comply with 45 C.F.R. § 160.316 to refrain from intimidation or retaliation. Contractors may not threaten, intimidate, coerce, harass, discriminate against, or take any other retaliatory action against any individual or other person for:
 - a) Filing of a complaint
 - b) Testifying, assisting, or participating in an investigation, compliance review, proceeding, or hearing
 - c) Opposing any unlawful act of practice, provided the individual or person has a good faith belief that the practice opposed is unlawful, and the manner of opposition is reasonable and does not involve a disclosure of protected health information.

XXXIII. Contract Amendments

Contractor agrees 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.

XXXIV. Assignment

- A. This Agreement shall not be assigned by Contractor, either in whole or in part, without the prior written consent of the Director.
- B. This Contract and all terms, conditions and covenants hereto shall insure to the benefit of, and binding upon, the successors and assigns of the parties hereto.
- C. If the ownership of the Contractor changes, both the licensee and the applicant for the new license shall, prior to the change of ownership, provide the State and DBH with written documentation stating:
 1. That the new licensee shall have custody of the clients' records and that these records or copies shall be available to the former licensee, the new licensee and the County; or
 2. That arrangements have been made by the licensee for the safe preservation and the location of the clients' records, and that they are available to both the new and former licensees and the County; or
 3. The reason for the unavailability of such records.

XXXV. Severability

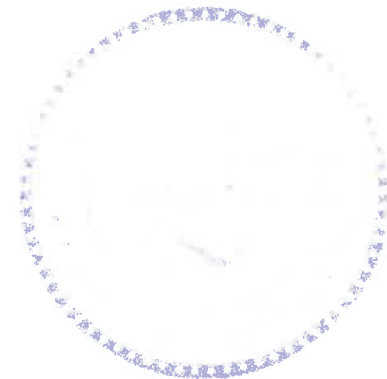
The provisions of this Contract are specifically made severable. If any clause, provision, right and/or remedy provided herein are unenforceable or inoperative, the remainder of this Contract shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

XXXVI. Improper Consideration

- A. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.
- B. The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.
- C. Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

XXXVII. Venue

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



XXXVIII. Conclusion

- A. This Agreement consisting of fifty-eight (58) pages, Schedules, Addendum, and Attachments inclusive is the full and complete document describing the services to be rendered by Contractor to the County, including all covenants, conditions and benefits.
- B. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this Agreement to be subscribed by the Clerk thereof, and Contractor has caused this Agreement to be subscribed on its behalf by its duly authorized officers, the day, month, and year first above written.

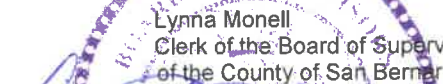
This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether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

COUNTY OF SAN BERNARDINO

► 
Curt Hagman, Chairman, Board of Supervisors

Dated: **JUN 08 2021**

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

By 
Lynn Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By 
Deputy

Tod Lipka

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

By



(Authorized signature - sign in blue ink)

Name

Tod Lipka

(Print or type name of person signing contract)

Title

CEO

(Print or Type)

Dated:

5/13/2021

Address

1328 2nd Street

Santa Monica CA 90401

FOR COUNTY USE ONLY

Approved as to Legal Form

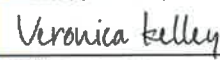
► 
Dawn Martin, Deputy County Counsel
Date 5/13/2021

Reviewed for Contract Compliance

DocuSigned by:

► 
Natalie Kesse, Contracts Manager
Date 5/13/2021

Reviewed/Approved by Department

► 
Veronica Kelley, Director
Date 5/24/2021

**SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH
STAFFING DETAIL**

Schedule B

July 1, 2021 - June 30, 2022
FY 2021 - 2022

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

CONTRACTOR NAME: Step Up on Second, Inc.

Name	Degree/ License	Position Title	Full Time Annual Salary 1,828	Full Time Travel Benefits* 0.31	Total Full Time Salary & Benefits	% Time Spent on Contract Services	Total Salaries and Benefits Charged to Contract	Budgeted Units of Contract Services	Total Salaries Charged to Contract Services	Total Benefits Charged to Contract Services
July 1, 2020 with COLA 1.5%										
Edie Erazo	BA	Vice President Sales Training Human Resources	145,000	44,960	189,960	33%	62,864		47,880	14,984
Brando Hernandez	LMFT	Director of Clinical Services	110,000	34,100	144,100	100%	144,100		110,000	34,100
C. Alvar, M. Zuniga, TED (3)	LMFT/LCSW	Program Managers	85,333	26,433	111,767	300%	335,300		268,000	79,300
V. Cruz, C. Doyle, vacant (3)	BA/LMFT/LCSW	Lead Service Coordinator	65,333	20,200	85,533	275%	235,303		178,867	55,097
Exciting and New Hires (19)	MD/FT/LCSW	Lead Service Coordinator	68,888	17,635	86,523	100%	1,341,407		1,023,976	317,432
April Ertner	LVN	Lead Nurse Services Coordinator II	67,959	21,007	88,966	100%	88,966		67,959	21,007
Exciting and New Hires (3)	LVN	Nurse Services Coordinator II	68,375	17,476	85,851	250%	104,628		140,938	43,097
Jorge Diaz	BA	Benefits Services Coordinator I	48,125	14,289	62,414	100%	62,414		48,125	14,289
Exciting and New Hires (19)	BA/AA	Service Coordinator I	47,072	14,778	61,850	1750%	1,092,881		834,200	258,681
Christopher Cabana	BA	Program Coordinator?	55,000	17,050	72,050	75%	54,038		41,250	12,788
Michelle Weldon	BA	Program Assistant	41,200	12,772	53,972	100%	53,972		41,200	12,772
Janette Herter	LVN	Director of Nursing Med Services	101,228	31,281	132,509	25%	33,162		25,307	7,845
Richard Erazo	LCSW	Director of Clinical Dev	108,000	33,480	141,480	25%	35,370		27,000	8,370
Shelly Levin	LCSW	Clinical Supervisor	93,618	28,322	121,940	40%	48,066		37,447	11,609
Cassia Capici	LCSW	Clinical Supervisor	96,000	28,350	124,350	100%	111,706		85,272	26,434
Trishia Amador	MSW/MSFT	Program Coordinator?	48,000	14,880	62,880	80%	50,304		38,268	12,036
Susan Beth Alden	LMFT	QA/QI Manager	97,375	30,168	127,543	30%	38,268		29,213	9,055
New Hire - Vacant	LMFT	Clinical QA Specialist	86,000	26,350	112,350	15%	16,703		12,750	3,953
David Tavlin	LMFT	Clinical QA Specialist	65,000	20,150	85,150	50%	42,576		32,500	10,075
Clinical Staff Productivity Expenses	LMFT	Chief Program Officer	105,000	80,450	185,450	25%	63,863		48,750	15,113
Professional Services - Outside										
(License Psychologists included)	MD/Clinical	MD Psych License (\$140 in a 24 hours x 26 weeks)	101,800	31,576	133,376	100%	133,376		101,800	31,576
Total FTE			288,000	0	288,000	100%	208,000		288,000	0
				54.53						
				TOTAL COST:			\$ 4,503,678		\$ 3,506,061	\$ 997,617

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

* = Sub-Contracted Person Listed on Schedule "A" Please use operating agreements, not salaries & benefits.

APPROVED: **David Tavlin,**
CPO

4/26/21

4/22/2021

René Keres, PsyD 4/23/2021

PROVIDER AUTHORIZED SIGNATURE	DATE	DBH FISCAL SERVICES	DATE	DBH PROGRAM MANAGER	DATE
David Tavlin, CPO		Kevin Bunch		René Keres, PsyD	
PROVIDER AUTHORIZED SIGNER (PRINT NAME)		DBH FISCAL SERVICES (PRINT NAME)		DBH PROGRAM MANAGER (PRINT NAME)	

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B**

July 1, 2021 - June 30, 2022

Prepared by: David Tavlin
Title: CPO

Contractor Name: Step Up on Second, Inc.
Provider # 36147
Contract/RFP#
Address: 1328 Second Street
Santa Monica, CA 90401
Date Form Completed: 4/21/2021

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

July 1, 2021 - June 30, 2022

ITEM (Step Up Chart of Accounts number)	TOTAL COST TO ORGANIZATION	% CHARGED TO OTHER FUNDING SOURCE	TOTAL COST TO OTHER FUNDING SOURCE	PERCENT CHARGED TO PROGRAM	TOTAL COST TO PROGRAM
Housing & Client Pmt Support Mode 60 (70-72) (8100)	\$043,800	0%	\$0	100%	\$043,800
MODE 60 above not included in Operating Costs total					
Rent (8220)	\$150,000	0%	\$0	100%	\$150,000
Utilities (8235,8240,8245)	\$7,200	0%	\$0	100%	\$7,200
Alarm (8205)	\$2,400	0%	\$0	100%	\$2,400
Repairs & Maintenance (8225)	\$0,000	0%	\$0	100%	\$0,000
Supplies and Equipment (8110)	\$48,000	0%	\$0	100%	\$48,000
Staff Training and Development (8540)	\$18,275	0%	\$0	100%	\$18,275
Travel & Meetings Expenses (8300) (8170)	\$190,920	0%	\$0	100%	\$190,920
Vehicle Insurance (8523)	\$28,080	0%	\$0	100%	\$28,080
Insurance - General, Umbrella, Directors (8520,8521,8523)	\$18,000	0%	\$0	100%	\$18,000
Telephone & Communications (8130)	\$60,600	0%	\$0	100%	\$60,600
Dues, Sub. Fees (8180)	\$4,800	0%	\$0	100%	\$4,800
Furniture, Fixed Equipment (8210)	\$28,500	0%	\$0	100%	\$28,500
Professional Contractor Services (7000) (Technical Services Only)	\$55,320	0%	\$0	100%	\$55,320
Postage/Shipping/Counter (8140)	\$0,000	0%	\$0	100%	\$0,000
Executive, Admin Support and GM Technical Staff	\$315,257	0%	\$0	100%	\$315,257
SUBTOTAL B:	\$940,952	0%	\$0	100%	\$940,952
GROSS COSTS TOTAL STAFFING AND OPERATING EXPENSES:					
7.00% Indirect (ASB) to direct %					
\$5,444,830					
<small>Does not include cost/ASA Mode 60 Fees funds</small>					

APPROVED: **David Tavlin, CPO** 4/26/21 DATE **4/22/2021** DATE **4/23/2021**
 PROVIDER AUTHORIZED SIGNATURE **David Tavlin, CPO** DBH FISCAL SERVICES **Kevin Blumch** DBH PROGRAM MANAGER **René Keres, Payo**
 PROVIDER AUTHORIZED SIGNER (PRINT NAME) DBH FISCAL SERVICES (PRINT NAME) DBH PROGRAM MANAGER (PRINT NAME)

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

Contractor Name: Step Up on Second, Inc.
Provider # 30067
Contract RFP#
Address: 1328 Second Street
Santa Monica, CA 90401
Date Form Completed: 4/21/2021

Prepared by: David Tavlin
Title: CPO

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

July 1, 2021 - June 30, 2022

ITEM	Justification of Cost
Housing & Client Res Support Mode 60 (70-72) (8100)	\$1400 per client x 444 clients Client Housing Support; Housing Operating Support; Client Family Caregiver Supports see M-HSA Expenditure Guide of allowable expenses.
Above Mode 60 not included in Operating Costs Total this page. See Schedule A	
Pest (8220)	6000 sq ft x \$1.50 per sq ft x 12 months includes staff parking spaces, facility maintenance. This includes cost for High Desert office at total approx of \$2,000 per mo
Utilities (8235,8240,8245)	\$300.00 per month x 12 months includes electricity, water, gas, etc.
Alarm (8205)	\$100.00 per month x 12 months
Repairs & Maintenance (8225)	\$416 per month x 12 months (Vehicles, Facilities, Misc.)
Supplies and Equipment (8110)	\$4,000 per month x 12 months (office supplies, equipment leases, PURE Water, misc.)
Staff Training and Development (8540)	\$300 per staff annually x 12 months (New staff orientation, HR admin & live scan services, employment advertisement, in-service trainings, other off site training)-
Travel & Meetings Expenses (8300) (8170)	(35 staff * \$250 x 12 mos) staff mileage, parking, fuel for company vehicles; 12 vehicle leases (\$360 per 6 vehicles x 12 months, \$450 per vehicle x 2 vehicles x 12 months); (Executive Travel \$200.00 month x 6 months-reimbursed at the IRS rate.
Vehicle Insurance (8623)	\$180 per vehicle per month x 8 x 12 months
Insurance - General, Umbrella, Off-Officers (8520,8621,8623)	\$1,205 per month x 12 Gen Liability, Umbrella and D&O Based on staff allocation
Telephone & Communications (8130)	50 staff x \$45 mo x 12 months - staff company plan cell phones (Verizon, AT&T); \$2,800 + \$300 new site per month - telephone network phones/internet (Windstream, Frontier & Spectrum)
Dues, Sub. Fees (8107)	\$300 per month x 12 months (such as ACEO Association Dues, other)
Furniture, Fixed Equipment (8210)	\$455 x 45 staff annual + \$4000 new site
Professional Contracted Services (7900) (Technical Services Only)	Welligent Electronic Health Record - \$40,000/pp/mo 12 mo x 45 staff ; ZAPTECH - IT consultant monthly \$1600 mo x12 ; Inland Accounting Software \$60 mo x 12 &
Postage/Shipping/Courier (8140)	\$600 x 12 months + 34 other
Executive, Admin Support and GM Technical Staff	Annual Salary and Benefits (FTE %): Dr HM (JL) 10% = \$15,000 EHR Tech (TH) 10% = \$240.00; Med Rec Anal (LC) 16% = \$10,073.85; Billing Anal (LW) 25% = \$10,113; Accounting & Support Admin Staff (OC,KG,AL, TM,VM,ES,AS,TW,RO) 100% = \$165,000; HR Asst (TP) 50% = \$32,750; Exec Team \$91,801. Indirect Admin. will not exceed 15% of direct costs

APPROVED: David Tavlin, CPO

Disapproved by: Rene Kures, PsyD

PROVIDER AUTHORIZED SIGNATURE	DATE	OSB FISCAL SERVICES	DATE	OSB PROGRAM MANAGER	DATE
David Tavlin, CPO	4/26/21	Kevin Burch	4/22/2021	Rene Kures, PsyD	4/23/2021
PROVIDER AUTHORIZED SIGNER (PRINT NAME)		OSB FISCAL SERVICES (PRINT NAME)		OSB PROGRAM MANAGER (PRINT NAME)	

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

Contractor Name: Step Up on Second, Inc.
Provider # 351077
Contract # 00000000000000000000
Address: 1308 Second Street
Santa Monica, CA 90401

Mode 15 only on this page
Net New Unduplicated Clients per month

0

Date Form Completed: 4/21/2021

		Client Service Projections for July 1, 2021 - June 30, 2022												Date Form Completed: 6/2/2022	
	JUL-21	AUG-21	SEP-21	OCT-21	NOV-21	DEC-21	JAN-22	FEB-22	MAR-22	APR-22	MAY-22	JUN-22	TOTAL		
Units of Service (Months)	108,984	108,984	108,984	108,984	108,984	108,984	108,984	108,984	108,984	108,984	108,984	108,984	2,027,813		
	Projected Cost per Unit														
Case Management (01-09)	\$22,888	\$22,888	\$22,888	\$22,888	\$22,888	\$22,888	\$22,888	\$22,888	\$22,888	\$22,888	\$22,888	\$22,888	\$272,232		
Mental Health Services (10-50)	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$4,145,897		
Medication Support (60)	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$653,356		
Crisis Intervention (70)	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$54,446		
Number of Unduplicated Clients Served	244.0	30.0	30.0	30.0	20.0	12.0	18.0	12.0	8.0	20.0	10.0	10.0	444		

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B

July 1, 2022 - June 30, 2023

Prepared by: David Tavlin
Title: CPO

Contractor Name: Step Up on Second, Inc.
Provider # 38167

Contract/RFP#
Address: 1328 Second Street
Santa Monica, CA 90401

Date Form Completed: 4/21/2021

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

July 1, 2022 - June 30, 2023

ITEM (Step Up Chart of Accounts number)	TOTAL COST TO ORGANIZATION	% CHARGED TO OTHER FUNDING SOURCE	TOTAL COST TO OTHER FUNDING SOURCE	PERCENT CHARGED TO PROGRAM	TOTAL COST TO PROGRAM
Housing & Client Flex Support - Monks 60 (70-72) (8100)	\$643,800	0%	\$0	100%	\$643,800
NOTE: 60 above not included in Operating Costs total					
Rent (8220)	\$150,000	0%	\$0	100%	\$150,000
Utilities (8235, 8240, 8245)	\$7,200	0%	\$0	100%	\$7,200
Alarm (8305)	\$2,400	0%	\$0	100%	\$2,400
Repairs & Maintenance (8225)	\$6,000	0%	\$0	100%	\$6,000
Supplies and Equipment (8110)	\$48,000	0%	\$0	100%	\$48,000
Staff Training and Development (8640)	\$16,275	0%	\$0	100%	\$16,275
Travel & Meetings Expenses (8300) (8170)	\$160,820	0%	\$0	100%	\$160,820
Vehicle Insurance (8923)	\$28,080	0%	\$0	100%	\$28,080
Insurance - General, Umbrella, Directors (8520, 8521, 8532)	\$18,000	0%	\$0	100%	\$18,000
Telephone & Communications (8130)	\$60,000	0%	\$0	100%	\$60,000
Clean, Sub, Fees (8180)	\$4,800	0%	\$0	100%	\$4,800
Furniture, Fixed Equipment (8210)	\$28,500	0%	\$0	100%	\$28,500
Professional Contracted Services (7900) (Technical Services Only)	\$55,320	0%	\$0	100%	\$55,320
Postage/Shipping/Courier (8140)	\$9,000	0%	\$0	100%	\$9,000
Executive, Admin Support and GM Technical Staff	\$315,257	0%	\$0	100%	\$315,257
SUBTOTAL B:	\$640,952	0%	\$0	100%	\$640,952
GROSS COSTS TOTAL STAFFING AND OPERATING EXPENSES:					\$5,444,830

2/0% reflect (A37) to direct %

Signature of David Tavlin, CPO
David Tavlin, CPO
Title: Chief Financial Officer
Date: 4/26/21

APPROVED: David Tavlin, CPO

DATE: 4/26/21

DATE: 4/22/2021

DATE: 4/23/2021

Not signed by: René Keres, PsyD

DBH PROGRAM MANAGER

DATE: 4/23/2021

PROVIDER AUTHORIZED SIGNATURE

DATE: 4/26/21

DATE: 4/22/2021

DATE: 4/23/2021

David Tavlin, CPO

PROVIDER AUTHORIZED SIGNER (PRINT NAME)

Kevin Blunch

DBH FISCAL SERVICES (PRINT NAME)

René Keres, PsyD

DBH PROGRAM MANAGER (PRINT NAME)

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

Contractor Name: Step Up on Second, Inc.
Provider # 35667
Contract/RF#
Address: 1328 Second Street
Santa Monica, CA 90401
Date Form Completed: 4/21/2021

Prepared by: David Tavlin
Title: CPO

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

July 1, 2022 - June 30, 2023

ITEM	Justification of Cost
Housing & Client Flex Support (8100) Mode 80 (70-72)	\$1450 per client x 444 clients Client Housing Supports; Housing Operating Support; Client Family Caregiver Supports see MHSA Expenditure Guide of allowable expenses.
Above Mode 80 not included in Operating Costs. Total this page. See Schedule A	
Rent (8202)	\$1000 sq ft x \$1.50 per sq ft x 12 months includes staff parking spaces, facility maintenance. This includes cost for High Desert office at total approx of \$2,000 per mo
Utilities (8205, 8240, 8245)	\$300.00 per month x 12 months includes electricity, water, gas, etc.
Alarm (8205)	\$80.00 per month x 12 months
Repairs & Maintenance (8205)	\$418 per month x 12 months (Vehicles, Facilities, Misc.)
Supplies and Equipment (8110)	\$4000 per month x 12 months (office supplies, equipment leases, PURE Water, misc.)
Staff Training and Development (8640)	\$300 per staff annually x 12 months (New staff orientation, HR admin & live scan services, employment advertisement, in-service trainings, other off site training)-
Travel & Meetings Expenses (8300) (8170)	(35 staff x \$250 x 12 mos) staff mileage, parking, fuel for company vehicles; 12 vehicle leases (\$380 per 6 vehicles x 12 months, \$450 per vehicle x 2 vehicles x 12 months) (Executive Travel \$200.00 month x 6 months-reimbursed at the IRS rate.
Vehicle Insurance (8523)	\$195 per vehicle per month x 8 x 12 months
Insurance - General, Umbrella, Directors (8520, 8521, 8523)	\$1,205 per month x 12 Gen Liability, Umbrella and D&O Based on staff allocation
Telephone & Communications (8130)	50 staff x \$45 mo x 12 months - staff company plan cell phones (Verizon, AT&T); \$2,500 + \$300 new site per month - telephone network phones/internet (Windstream, Frontier & Spectrum)
Dues, Sub. Fees (8100)	\$300 per month x 12 months (such as ACBO Association Dues, other)
Furniture, Fixed Equipment (8100)	\$455 x 45 staff annual + \$4500 new site
Professional Contracted Services (7500) (Technical Services Only)	Welligent Electronic Health Record - \$40.00/pp/month x 45 staff ; ZAPTECH - IT consultant monthly \$1500 mo x 12 ; Inlact Accounting Software \$800 mo x 12 &
Postage/Shipping/Courier (8140)	\$600 x 12 months + 24 other
Executive, Admin Support and QM Technical Staff	Annual Salary and Benefits (FTE %): Dr HIM (JL) 10%=\$15,000; EHR Tech (TH) 10%=\$240.00; Med Rec Anal (LC) 15%=\$10,073.55; Billing Anal (LW) 25%=\$10,113; Accounting & Support Admin Staff (DC,KG,AL, TM,VME,AS,TW,PD) 100%=\$185,000; HR Asst (TP) 50% = \$32,750; Exec Team \$81,684. Indirect Admin. will not exceed 10% of direct costs

APPROVED: David Tavlin,
CPO

PROVIDER AUTHORIZED SIGNATURE

DATE: 4/26/21

DATE: 4/22/2021

DATE: 4/23/2021

DBH FISCAL SERVICES

DBH FISCAL SERVICES

DBH FISCAL SERVICES

DBH PROGRAM MANAGER/FAIR

Invoiced by: René Keres, PsyD

René Keres, PsyD

DBH PROGRAM MANAGER (PRINT NAME)

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

Contractor Name: Step Up on Second, Inc.
Provider # 351477
Contract# 1326
Address: 1326 Second Street
Santa Monica, CA 90401
Date Form Completed: 4/21/2021

Mode 15 only on this page

Net New Unduplicated Clients per month

Client Service Projections for July 1, 2022 - June 30, 2023													
	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	TOTAL
Units of Service (subtotal)	168,984	168,984	168,984	168,984	168,984	168,984	168,984	168,984	168,984	168,984	168,984	168,984	2,027,813
	Projected Cost per Unit												
Case Management (01-06)	\$22,686	\$22,686	\$22,686	\$22,686	\$22,686	\$22,686	\$22,686	\$22,686	\$22,686	\$22,686	\$22,686	\$22,686	\$272,232
Mental Health Services (10-20)	\$348,475	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$4,145,897
Medication Support (60)	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$653,356
Crisis Intervention (70)	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$54,446
Number of Unduplicated Clients Served	244.0	30.0	30.0	30.0	30.0	12.0	18.0	12.0	8.0	20.0	10.0	10.0	444.0

SCHEDULE A - Planning Estimates

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH

Homeless & Housed Intensive Case Management and
Outreach Services Program - Full Service Partnership

Contractor Name: Step Up on Second, Inc.

Provider # 38K57

Contract/REFW

Address: 1328 Second Street
Santa Monica, CA 90401

Prepared by: David Tavlin
Title: CFO

FY 2023 - 2024

July 1, 2023 - June 30, 2024

CONSOLIDATION (All Star Item Included)

Date Form Completed: 4/21/2021

Date Form Revised:

LINE	Distribution %	15-Outpatient (01-45)	75-100% (15-45)	15-Outpatient (46-50)	15-Outpatient (51-55)	15-Outpatient (56-60)	15-Outpatient (61-65)	15-Outpatient (66-70)	45-Outreach (71-75)	45-Outreach (76-80)	45-Outreach (81-85)	45-Outreach (86-90)	60-Support (91-95)	60-Support (96-100)	TOTAL
#															
1	EXPENSES														
2	SALARIES	175,303	2,052,915	420,727	35,091	0	30,052	0	175,303	3,506,061					
3	BENEFITS	49,881	759,814	119,714	9,076	0	8,561	0	49,881	947,817					
4	(1+2 must equal total staffing costs)	225,184	3,429,230	540,441	44,067	0	38,613	0	225,184	4,503,878					
5	OPERATING EXPENSES	47,048	716,468	112,814	9,410	0	8,055	0	47,048	940,852					
6	CLIENT FLEXIBLE SUPPORT (72)														
7	OTHER NON-MEDICAL CLIENT SUPPORT (78)														
8	TOTAL EXPENSES (1+2+3+4+5)	272,232	4,145,697	653,255	54,446	0	46,668	0	272,232	6,088,430					
9	AGENCY REVENUES														
10	PATIENT FEES														
11	PATIENT INSURANCE														
12	MED-CARE														
13	GRANTS/OTHER														
14	TOTAL AGENCY REVENUES (7+8+9+10)	0	0	0	0	0	0	0	0	0					
15	CONTRACT AMOUNT (6-11)	272,232	4,145,697	653,255	54,446	0	46,668	0	272,232	6,088,430					
16	FUNDING														
17	MEDICAL (FFP)	117,019	1,782,028	280,845	23,404	0	0	0	117,019	2,203,268					
18	EPSON (2011 REALIGNMENT)	0	0	0	0	0	0	0	0	0					
19	MHSA MATCH	117,019	1,782,028	280,845	23,404	0	0	0	117,019	2,203,268					
20	MHSA (NON-MEDICAL)	38,184	581,241	87,600	7,638	0	0	0	38,184	769,663					
21	FUNDING TOTAL	272,232	4,145,697	653,255	54,446	0	46,668	0	272,232	6,088,430					
22	NET COUNTY FUNDS (Local Cost) MUST = ZERO	0	0	0	0	0	0	0	0	0					
23	STATE FUNDING (Including Reassignment)	155,213	2,383,659	372,511	31,042	0	0	0	155,213	3,885,134					
24	FEDERAL FUNDING	117,019	1,782,028	280,845	23,404	0	0	0	117,019	2,203,268					
25	TOTAL FUNDING	272,232	4,145,697	653,255	54,446	0	46,668	0	272,232	6,088,430					
26	SCHEDULE OF MAXIMUM ALLOWANCES	2,20	2,99	5,56	4,20										
27	TARGET COST PER UNIT OF SERVICE	1,97	2,41	4,45	3,58										
28	UNITS OF TIME (Minutes)	145,678	1,720,208	146,821	15,208										

APPROVED: David Tavlin, CFO

Digitally signed by David Tavlin, CFO
DN: cn=David Tavlin, c=US, o=San Bernardino County, ou=County of San Bernardino, email=David.Tavlin@sbcounty.net

4/26/21

DBH FISCAL SERVICES

4/22/2021

DBH PROGRAM MANAGER

4/23/2021

David Tavlin, CFO

PROVIDER AUTHORIZED SIGNER (PRINT NAME)

Kevin Bunch

DBH FISCAL SERVICES (PRINT NAME)

René Keres, PsyD

DBH PROGRAM MANAGER (PRINT NAME)

SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH
STAFFING DETAIL

Schedule B

FY 2023 - 2024

July 1, 2023 - June 30, 2024

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

CONTRACTOR NAME: Step Up on Second, Inc.

Name	Degree/ License	Positions Title	Full Time Annual Salary* 1.975	Full Time Fringe Benefits* 0.31	Total FTE Salaries & Benefits* 2.285	% Time Spent on Contract Services	Total Salaries and Benefits Charged to Contract	Budgeted Units of Contract Services	Total Salaries Charged to Contract Services	Total Benefits Charged to Contract Services
July 1, 2020 with COLA 2.5%										
Erin Berrada	BA	Vice President Island Empire Recreation Program	145,000	44,000	189,000	33%	62,884		47,880	14,894
Brenda Hazzanoto	LMFT	Director of Clinical Services	110,000	34,100	144,100	100%	144,100		110,000	34,100
C. Alves, M. Zuniga, TED (3)	LMFT/LCSW	Program Managers	65,333	26,453	91,787	300%	335,360		250,000	79,360
V. Craig, C. Doyle, vacant (3)	BA/LMFT/LCSW	Lead Service Coordinator	65,333	20,263	85,597	275%	235,363		178,067	55,067
Burns and New Rivers (19)	MD/FT/LCSW	Service Coordinator II	64,888	17,635	82,523	1800%	1,341,407		1,023,975	317,432
April Driver	LVN	Lead Nurse Service Coordinator II	87,809	21,067	108,876	100%	80,024		67,808	21,067
Erasmus and New Rivers (3)	LVN	Nurse Service Coordinator II	56,375	17,470	73,845	250%	184,628		140,838	43,691
Jorge Diaz	BA	Benefits Service Coordinator I	46,125	14,299	60,424	100%	60,424		48,125	14,299
Erasmus and New Rivers (19)	BA/AA	Service Coordinator I	47,672	14,778	62,450	1750%	1,092,881		894,200	268,681
Christopher Cabala	BA	Program Coordinator	65,000	17,040	82,040	75%	54,038		41,250	12,788
Michelle Webber	BA	Program Assistant	41,200	12,772	53,972	100%	53,972		41,200	12,772
Azaretta Bente	LVN	Director of Nursing/Med Services	101,228	31,391	132,619	25%	33,152		25,307	7,845
Beckard Pardo	LCSW	Director of Clinical Dev	106,000	33,480	141,480	25%	35,370		27,000	8,370
Shelly Lewis	LCSW	Clinical Supervisor	93,618	28,022	121,640	40%	49,056		37,447	11,609
Camille Chade	LCSW	Clinical Supervisor	85,000	20,350	105,350	100%	111,706		85,272	26,434
Isabella Capaci	MSW/MTI	Program Coordinator?	48,000	14,880	62,880	80%	37,728		28,800	8,928
Misty Arnold	LMFT	QA/QI Manager	97,375	30,189	127,564	30%	38,268		29,213	9,055
Sean Barb Africa	LMFT	Clinical QA Specialist	65,000	20,350	85,350	15%	16,703		12,750	3,953
New River - Vacant	LMFT	Clinical QA Specialist	65,000	20,180	85,180	50%	42,575		32,500	10,075
David Tavlin	LMFT	Chief Program Officer	195,000	60,460	255,460	25%	63,863		48,750	15,113
Clinical Staff Productivity Programs			101,800	31,979	133,779	100%	133,376		101,800	31,576
Professional Services - Outside (License Professionals included)	MD/Clinical	MD Psych Locum (240 hr x 24 hours x 50 weeks)	288,000	0	288,000	100%	288,000		288,000	0
Total FTE						54.53				
						TOTAL COST:	\$ 4,503,678		\$ 3,506,061	\$ 997,617

Detail of Fringe Benefits: Employer FICA/Medicare, Workers Compensation,

Unemployment, Vacation Pay, Sick Pay, Pension and Health Benefits

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

APPROVED: David Tavlin,
CPO

Digitally signed by David Tavlin, CPO
DN: cn=David Tavlin, c=US, o=Step Up
on Second, email=dtavlin@stepupons.com
Date: 2023.04.27 15:54:17 -0700

Locally Signed by:

Rene Kurns, PsyD

4/23/2021

PROVIDER AUTHORIZED SIGNATURE DATE DBH FISCAL SERVICES DATE DBH PROGRAM MANAGER DATE

David Tavlin, CPO 4/26/21 Kevin Bunch 4/22/2021 Rene Kurns, PsyD 4/23/2021

PROVIDER AUTHORIZED SIGNER (PRINT NAME) DBH FISCAL SERVICES (PRINT NAME) DBH PROGRAM MANAGER (PRINT NAME)

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B

July 1, 2023 - June 30, 2024

Contractor Name: Step Up on Second, Inc.

Provider #: 380KF7

Contractor POC:

Address: 1328 Second Street

Santa Monica, CA 90401

Date Form Completed: 4/21/2021

Prepared by: David Tavlin

Title: CPO

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

July 1, 2023 - June 30, 2024

ITEM (Step Up Chart of Accounts number)	TOTAL COST TO ORGANIZATION	% CHARGED TO OTHER FUNDING SOURCE	TOTAL COST TO OTHER FUNDING SOURCE	PERCENT CHARGED TO PROGRAM	TOTAL COST TO PROGRAM
Housing & Client Flex Support Mode 60 (70-72) (\$100)	\$643,600	0%	\$0	100%	\$643,600
MODE 60 above not included in Operating Costs total					
Rent (8220)	\$150,000	0%	\$0	100%	\$150,000
Utilities (8225, 8240, 8245)	\$7,200	0%	\$0	100%	\$7,200
Alarm (8216)	\$2,400	0%	\$0	100%	\$2,400
Repairs & Maintenance (8225)	\$6,000	0%	\$0	100%	\$6,000
Supplies and Equipment (8110)	\$48,000	0%	\$0	100%	\$48,000
Staff Training and Development (8040)	\$16,275	0%	\$0	100%	\$16,275
Travel & Meetings Expenses (8300) (8170)	\$190,920	0%	\$0	100%	\$190,920
Vehicle Insurance (8523)	\$28,080	0%	\$0	100%	\$28,080
Insurance - General, Umbrella, Directors (8520, 8521, 8523)	\$18,000	0%	\$0	100%	\$18,000
Telephone & Communications (8120)	\$60,600	0%	\$0	100%	\$60,600
Dues, Sub. Fees (8180)	\$4,800	0%	\$0	100%	\$4,800
Furniture, Fixed Equipment (8210)	\$28,500	0%	\$0	100%	\$28,500
Professional Contracted Services (7500) (Technical Services Only)	\$55,320	0%	\$0	100%	\$55,320
Postage/Shipping/Courier (8140)	\$9,600	0%	\$0	100%	\$9,600
Executive, Admin Support and QM Technical Staff	\$315,257	0%	\$0	100%	\$315,257
SUBTOTAL B:	\$640,952	0%	\$0	100%	\$940,952
GROSS COSTS TOTAL STAFFING AND OPERATING EXPENSES:					
7.00% indirect (AS1) to direct %					\$5,444,630
does not include our A14 Mode 60 Flex funds					

APPROVED: David Tavlin, CPO

DocuSigned by: René Keres, PsyD

PROVIDER AUTHORIZED SIGNATURE DATE 4/26/21 DATE 4/22/2021

PROVIDER AUTHORIZED SIGNER (PRINT NAME) DATE 4/22/2021

PROVIDER AUTHORIZED SIGNER (PRINT NAME) DATE 4/22/2021

PROVIDER AUTHORIZED SIGNER (PRINT NAME) DATE 4/22/2021

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

Contractor Name: Step Up on Second, Inc.
Provider # 388F7
Contract/FY#
Address: 1128 Second Street
Santa Monica, CA 90401
Date Form Completed: 4/21/2021

Prepared by: David Tavlin
Title: CPO

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

July 1, 2023 - June 30, 2024

ITEM	Justification of Cost
Housing & Client Plan Support (8100)	\$1450 per client x 443 clients Client Housing Support; Housing Operating Support; Client Family Caregiver Supports see MHSA Expenditure Guide of allowable expenses.
Above Made 80 not included in Operating Costs Total this page. See Schedule A	
Rent (8220)	6000 sq ft x \$1.50 per sq ft x 12 months includes staff parking spaces, facility maintenance. This includes cost for High Desert office at total approx of \$2,000 per mo
Utilities (8204, 8204, 8204)	\$300.00 per month x 12 months includes electricity, water, gas, etc.
Alarm (8205)	\$50.00 per month x 12 months
Repairs & Maintenance (8225)	\$416 per month x 12 months (Vehicles, Facilities, Misc.)
Supplies and Equipment (8110)	\$4000 per month x 12 months (office supplies, equipment leases, PURE Water, misc.)
Staff Training and Development (8540)	\$300 per staff annually x 12 months (New staff orientation, HR admin & live scan services, employment advertisement, in-service training, other off site training).
Travel & Meetings Expenses (8300) (8170)	(35 staff x \$250 x 12 mos) staff mileage, parking, fuel for company vehicles; 12 vehicle leases (\$380 per 6 vehicles x 12 months, \$450 per vehicle x 2 vehicles x 12 months); (Executive Travel \$200.00 month x 6 months-reimbursed at the IRS rate.
Vehicle Insurance (8323)	\$195 per vehicle per month x 8 x 12 months
Insurance - General, Umbrella, Dir Officers (8520, 8521, 8523)	\$1,265 per month x 12 Gen Liability, Umbrella and D&O Based on staff allocation
Telephone & Communications (8130)	50 staff x \$45 mo x 12 months -staff company plan cell phones (Verizon, AT&T); \$2,500 + \$300 new site per month - telephone network (phones/internet (Windstream, Frontier & Spectrum))
Dues, Sub, Fees (8130)	\$300 per month x 12 months (such as ACBO Association Dues, other)
Furniture, Fixed Equipment (8210)	\$455 x 45 staff annual + \$4900 new site
Professional Contracted Services (7500) (Technical Services Only)	Welligent Electronic Health Record - \$40,000/yr/mo x 12 mo x 45 staff; ZAPTECH - IT consultant monthly \$1500 mo x 12; Intact Accounting Software \$50 mo x 12 &
Postage/Shipping/Courier (8140)	\$600 x 12 months + 34 other
Executive, Admin Support and QM Technical Staff	Annual Salary and Benefits (FTE %): Dr HIM (LJ) 10% = \$15,000 EHR Tech (TH) 10% = \$240,000 Med Rec Anal (LC) 10% = \$10,073.86; Billing Anal (LW) 25% = \$16,113; Accounting & Support Admin Staff (DC/KG/L/T/M/V/M/S/AS/TW/RD) 100% = \$166,000; HR Asst (TP) 50% = \$32,750; Esao Team \$81,001. Indirect Admin. will not exceed 10% of direct costs

APPROVED: David Tavlin, CPO
PROVIDER AUTHORIZED SIGNATURE
DATE 4/26/21
DBH FISCAL SERVICES
DATE 4/22/2021
DBH PROGRAM MANAGER/ F. A. B.
DATE 4/28/2021
DocuSigned by: René Keres, PsyD
RENE KERES, PSYD
DATE 4/28/2021
PROVIDER AUTHORIZED SIGNATURE
DATE 4/26/21
DBH FISCAL SERVICES
DATE 4/22/2021
DBH PROGRAM MANAGER/ F. A. B.
DATE 4/28/2021
DocuSigned by: René Keres, PsyD
RENE KERES, PSYD
DATE 4/28/2021

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

Contractor Name: Step Up on Second, Inc.
Provider # 361KF7
Contract/RFP#
Address: 1328 Second Street
Santa Monica, CA 90401

Mode 15 only on this page
Net New Unduplicated Clients per month

Client Service Projections for July 1, 2023 - June 30, 2024													
	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	TOTAL
Units of Service (Minibus)	108,084	108,084	108,084	108,084	108,084	108,084	108,084	108,084	108,084	108,084	108,084	108,084	2,027,813
Projected Cost per Unit													
Case Management (01-09)	\$22,686	\$22,686	\$22,686	\$22,686	\$22,686	\$22,686	\$22,686	\$22,686	\$22,686	\$22,686	\$22,686	\$22,686	\$272,232
Mental Health Services (10-50)	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$4,145,897
Medication Support (60)	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$653,356
Crisis Intervention (70)	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$54,446
Number of Unduplicated Clients Served	244.0	30.0	30.0	30.0	20.0	12.0	18.0	12.0	8.0	20.0	10.0	10.0	444

DEB PROGRAM MANAGER (PRINT NAME)

SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH
STAFFING DETAIL

Schedule B

FY 2024 - 2025

July 1, 2024 - June 30, 2025

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

CONTRACTOR NAME: Step Up on Second, Inc.

Name	Degree/ License	Position Title	Full Time Annual Salary* 1.075	Full Time Fringe Benefits* 0.31	Total Full Time Salaries & Benefits*	% Time Spent on Contract Services	Total Salaries and Benefits Charged to Contract	Budgeted Units of Contract Services	Total Salaries Charged to Contract Services	Total Benefits Charged to Contract Services
John J. 2020 with COLA 2.5%										
Eddie Estrada	BA	Vice President Island Employee Housing First Programs	145,000	44,850	189,850	33%	62,064		47,550	14,504
Brenda Hozomont	LMFT	Director of Clinical Services	110,000	34,100	144,100	100%	144,100		110,000	34,100
C. Alvez, M. Zuniga, TBD (3)	LMFT/LCSW	Program Managers	45,333	26,453	111,787	300%	335,360		258,000	79,360
V. Craig, C. Davis, vacant (3)	BA/LMFT/LCSW	Lead Service Coordinator	45,333	20,253	85,587	275%	235,363		178,557	55,807
Existing and New Hires (19)	MDFT/ACSW	Service Coordinator II	50,868	17,835	74,923	1800%	1,341,407		1,023,875	317,432
April Driver	LVN	Lead Nurse Service Coordinator II	67,558	21,857	89,024	100%	89,024		87,558	21,067
Existing and New Hires (3)	LVN	Nurse Service Coordinator II	55,375	17,475	72,851	250%	184,628		140,698	43,861
Jorge Diaz	BA	Benefits Service Coordinator I	45,125	14,250	60,424	100%	60,424		45,125	14,299
Existing and New Hires (19)	BA/AA	Service Coordinator I	47,572	14,778	62,850	1750%	1,092,881		834,250	258,631
Christopher Cabeto	BA	Program Coordinator?	56,000	17,050	72,050	75%	54,038		41,250	12,788
Michelle Wedlow	BA	Program Assistant	41,300	12,772	53,972	100%	53,972		41,200	12,772
Azucena Herrer	LVN	Director of Nursing/Med Services	101,250	31,351	132,601	25%	33,152		25,307	7,845
Rachael Radin	LCSW	Director of Clinical Day	108,000	33,450	141,450	25%	35,370		27,000	8,370
Shelly Levin	LCSW	Clinical Supervisor	53,616	29,022	122,940	40%	49,056		37,447	11,609
Carmel Challa	LCSW	Clinical Supervisor	55,000	20,350	111,350	100%	111,700		85,272	26,428
Isabella Capaci	MSW/MFT I	Program Coordinator?	48,000	14,800	62,800	90%	37,728		28,800	8,928
Mary Annand	LMFT	QA/QI Manager	97,375	30,189	127,561	30%	38,268		29,219	9,050
Susan Beth Adkin	LMFT	Clinical QA Specialist	85,000	26,350	111,350	15%	16,703		12,760	3,943
New Hire - Vacant	LMFT	Clinical QA Specialist	85,000	20,150	85,150	50%	42,575		32,500	10,075
David Tavlin	LMFT	Chief Program Officer	185,000	60,450	255,450	25%	63,863		48,760	15,103
Clinical Staff Productivity Bonus			101,800	31,576	133,376	100%	133,376		101,800	31,576
Professional Services - Outside (Locum Psychiatrists included)	MD-Clinical	MD Payroll Locum (340 hr x 24 hours x 50 weeks)	288,000	0	288,000	100%	288,000		288,000	0
Total FTE					54.53	TOTAL COST: \$ 4,503,678				
						\$ 3,506,061 \$ 997,617				

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

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

APPROVED: David Tavlin, CPO
Signature:  Date: 4/26/21

UCC Signed by: René Keres, PsyD
Signature:  Date: 4/23/2021

PROVIDER AUTHORIZED SIGNATURE	DATE	DBH FISCAL SERVICES	DATE	DBH PROGRAM MANAGER	DATE
David Tavlin, CPO	4/26/21	Kevin Bunch	4/22/2021	René Keres, PsyD	
PROVIDER AUTHORIZED SIGNER (PRINT NAME)		DBH FISCAL SERVICES (PRINT NAME)		DBH PROGRAM MANAGER (PRINT NAME)	

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B**

Contractor Name: Step Up on Second, Inc.
 Provider # 386KF7
 Contract/RFP# _____
 Address: 1328 Second Street
Santa Monica, CA 90401
 Date Form Completed: 4/21/2021

July 1, 2024 - June 30, 2025

Prepared by: David Tavlin
 Title: CPO

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

July 1, 2024 - June 30, 2025

ITEM (Step Up Chart of Accounts number)	TOTAL COST TO ORGANIZATION	% CHARGED TO OTHER FUNDING SOURCE	TOTAL COST TO OTHER FUNDING SOURCE	PERCENT CHARGED TO PROGRAM	TOTAL COST TO PROGRAM
Housing & Client Flex Support Mode 00 (70 - 72) (8100)	\$643,800	0%	\$0	100%	\$643,800
MODE 60 above not included in Operating Costs total					
Rent (8220)	\$150,000	0%	\$0	100%	\$150,000
Utilities (8235,8240,8246)	\$7,200	0%	\$0	100%	\$7,200
Alarm (8203)	\$2,400	0%	\$0	100%	\$2,400
Repairs & Maintenance (8226)	\$6,000	0%	\$0	100%	\$6,000
Supplies and Equipment (8110)	\$48,000	0%	\$0	100%	\$48,000
Staff Training and Development (8540)	\$16,275	0%	\$0	100%	\$16,275
Travel & Meetings Expenses (8300) (8170)	\$190,920	0%	\$0	100%	\$190,920
Vehicle Insurance (8523)	\$28,080	0%	\$0	100%	\$28,080
Insurance - General, Umbrella, Dir/Officers (8520,8521,8523)	\$18,000	0%	\$0	100%	\$18,000
Telephone & Communications (8130)	\$60,800	0%	\$0	100%	\$60,800
Dues, Sub, Fees (8180)	\$4,800	0%	\$0	100%	\$4,800
Furniture, Fixed Equipment (8210)	\$28,500	0%	\$0	100%	\$28,500
Professional Contracted Services (7000) (Technical Services Only)	\$55,320	0%	\$0	100%	\$55,320
Postage/Shipping/Courier (8140)	\$9,600	0%	\$0	100%	\$9,600
Executive, Admin Support and QM Technical Staff	\$315,257	0%	\$0	100%	\$315,257
SUBTOTAL B:	\$940,952	0%	\$0	100%	\$940,952
GROSS COSTS TOTAL STAFFING AND OPERATING EXPENSES:					
					\$5,444,830

7.00% indirect (A11) to direct %

Digitally signed by David Tavlin, CPO
 DN: cn=David Tavlin, c=CPO, o=Step Up on Second, Inc., ou=Step Up on Second, Inc., email=David.Tavlin@stepuponsecond.com

APPROVED: **David Tavlin, CPO**

4/26/21

4/22/2021

DATE

PROVIDER AUTHORIZED SIGNATURE

David Tavlin, CPO

4/23/2021

4/22/2021

DATE

PROVIDER AUTHORIZED SIGNATURE

René Keres, PsyD

4/23/2021

4/22/2021

DATE

PROVIDER AUTHORIZED SIGNATURE

René Keres, PsyD

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

Contractor Name: Step Up on Second, Inc.

Provider # 361K7

Contract/RFP#

Address: 1328 Second Street

Santa Monica, CA 90401

Date Form Completed: 4/21/2021

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

July 1, 2024 - June 30, 2025

Prepared by: David Tavlin
Title: CPO

ITEM	Justification of Cost
Housing & Client Flex Support Mode 60 (70 -72) (8100)	\$1450 per client x 444 clients Client Housing Supports; Housing Operating Support; Client Family Caregiver Supports see MHSA Expenditure Guide of allowable expenses.
Above Mode 60 not included in Operating Costs Total this page. See Schedule A	
Rent (8220)	6000 sq ft x \$1.50 per sq ft x 12 months includes staff parking spaces, facility maintenance. This includes cost for High Desert office at total approx of \$2,000 per mo
Utilities (8235,8240,8246)	\$300.00 per month x 12 months includes electricity, water, gas, etc.
Alarm (8235)	\$60.00 per month x 12 months
Repairs & Maintenance (8225)	\$416 per month x 12 months (Vehicles, Facilities, Misc.)
Supplies and Equipment (8110)	\$4000 per month x 12 months (office supplies, equipment leases, PURE Water, misc.)
Staff Training and Development (8540)	\$300 per staff annually x 12 months (New staff orientation, HR admin & live scan services, employment advertisement, in-service trainings, other off site training)-
Travel & Meetings Expenses (8300) (8170)	(35 staff x \$250 x 12 mo) staff mileage, parking, fuel for company vehicles; 12 vehicle leases (\$360 per 6 vehicles x 12 months, \$450 per vehicle x 2 vehicles x 12 months) (Executive Travel \$200.00 month x 6 months-reimbursed at the IRS rate.
Vehicle Insurance (8523)	\$195 per vehicle per month x 8 x 12 months
Insurance - General, Umbrella, Directors (8520,8521,8523)	\$1,285 per month x 12 Gen Liability, Umbrella and D&O Based on staff allocation
Telephone & Communications (8120)	50 staff x \$45 mo x 12 months - staff company plan cell phones (Verizon, AT&T); \$2,500 + \$300 new site per month - telephone network phones/Internet (Windstream, Frontier & Spectrum)
Dues, Sub. Fees (8160)	\$300 per month x 12 months (such as ACSO Association Dues, other)
Furniture, Fixed Equipment (8210)	\$455 x 45 staff annual + \$4800 new site
Professional Contracted Services (7500) (Technical Services Only)	Welligent Electronic Health Record - \$40,000/ppmo x 12 mo x 45 staff; ZAPTECH - IT consultant monthly \$1500 mo x 12; Inland Accounting Software \$60 mo x 12 &
Postage/Shipping/Counter (8140)	\$600 x 12 months + 34 other
Executive, Admin Support and QM Technical Staff	Annual Salary and Benefits (FTE %): Dir HM (JL) 10% = \$45,000 EHR Tech (TH) 10% = \$240,000 Med Res Anal (LC) 15% = \$10,073.85; Billing Anal (LW) 25% = \$16,113; Accounting & Support Admin Staff (DC,KG,LL,TM,VM,ES,AS,TW,RD) 100% = \$165,000; HR Asst (TF) 50% = \$32,750; Exec Team \$91,881. Indirect Admin. will not exceed 15% of direct costs

APPROVED: David Tavlin, CPO
CPO

Double signed by: René Keres, PsyD 4/23/2021
DATE

PROVIDER AUTHORIZED SIGNATURE DATE 4/26/21 DBH FISCAL SERVICES DATE 4/22/2021 DBH PROGRAM MANAGER DATE 4/23/2021

PROVIDER AUTHORIZED SIGNER (PRINT NAME) David Tavlin, CPO DBH FISCAL SERVICES (PRINT NAME) Kevin Bunch DBH PROGRAM MANAGER (PRINT NAME) René Keres, PsyD

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

Contractor Name: Step Up on Second, Inc.
Provider # 36KGT
Contract/FP#
Address: 1328 Second Street
Santa Monica, CA 90401

Mode 15 only on this page
Net New Unduplicated Clients per month

0
Date Form Completed: 4/21/2021

		Client Service Projections for July 1, 2024 - June 30, 2025												TOTAL
	Units of Service (Minuties)	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	
		108,084	108,084	108,084	108,084	108,084	108,084	108,084	108,084	108,084	108,084	108,084	108,084	2,027,813
Projected Cost per Unit														
Case Management (01-00)		\$22,886	\$22,886	\$22,886	\$22,886	\$22,886	\$22,886	\$22,886	\$22,886	\$22,886	\$22,886	\$22,886	\$22,886	\$272,232
Mental Health Services (10-50)		\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$4,145,807
Medication Support (60)		\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$653,356
Crisis Intervention (70)		\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$54,446
Number of Unduplicated Clients Served		244.0	30.0	30.0	30.0	20.0	12.0	18.0	13.0	8.0	20.0	10.0	10.0	444

CONSOLIDATION (All Star Inn included)

CONSOLIDATION (All Star Inn included)

René Keres, PsyD

SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH
STAFFING DETAIL

Schedule B

FY 2025 - 2026
July 1, 2025 - June 30, 2026

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

CONTRACTOR NAME: Step Up on Second, Inc.

Name	Degree/ License	Position Title	Full Time Annual Salary*	Full Time Fringe Benefits*	Total Full Time Salaries & Benefits*	% Time Spent on Contract Services	Total Salaries and Benefits Charged to Contract Services	Total Salaries Charged to Contract Services	Total Benefits Charged to Contract Services
July 1, 2020 with COLA 2.5%									
Eddie Bonada	BA	Vice President Island Engines Housing First Program	145,000	44,950	189,950	33%	82,684	47,850	14,834
Brenda Hernandez	LMFT	Director of Clinical Services	110,000	34,100	144,100	100%	144,100	110,000	34,100
C. Alves, M. Zuniga, TRD (3)	LMFT/LCSW	Program Manager	86,333	23,453	111,787	300%	335,360	258,000	76,360
V. Craig, C. Doyle, vacant (3)	BA/LMFT/LCSW	Lead Service Coordinator	65,533	20,253	85,587	275%	235,363	179,087	55,607
Existing and New Hires (19)	MDFT/ACSW	Service Coordinator II	56,888	17,635	74,523	1800%	1,341,407	1,023,975	317,432
April Driver	LVTN	Lead Nurse Service Coordinator II	67,658	21,067	88,724	100%	88,724	67,658	21,067
Existing and New Hires (3)	LVTN	Nurse Service Coordinator II	56,376	14,209	70,585	250%	184,028	140,938	43,091
Jerpe Diaz	BA	Benefits Service Coordinator I	46,125	14,209	60,334	100%	60,334	46,125	14,209
Existing and New Hires (10)	BA/AA	Service Coordinator I	47,672	14,778	62,450	1750%	1,092,681	834,260	258,021
Christopher Cobain	BA	Program Coordinator?	55,000	17,050	72,050	75%	54,038	41,280	12,758
Michelle Weller	BA	Program Assistant	41,200	12,772	53,972	100%	53,972	41,200	12,772
Amanda Reiter	LVTN	Director of Nursing Med Services	101,228	31,381	132,609	20%	33,152	26,307	7,845
Richard Radin	LCSW	Director of Clinical Day	106,000	33,480	141,480	25%	35,370	27,000	8,370
Shelly Levin	LCSW	Clinical Supervisor	93,618	20,022	113,640	40%	45,056	37,447	11,609
Carrolla Chiles	LCSW	Clinical Supervisor	85,000	26,350	111,350	100%	111,350	85,272	26,434
Isabella Caspi	MSW/MFT	Program Coordinator?	48,000	14,880	62,880	60%	37,728	28,800	8,928
Mary Alonzo	LMFT	QA/QI Manager	97,375	33,188	127,563	30%	38,268	29,212	9,056
Suzana Berli Adin	LMFT	Clinical QA Specialist	55,000	26,350	81,350	15%	16,703	12,780	3,923
New Hire - Vacant	LMFT	Clinical QA Specialist	65,000	20,150	85,150	60%	42,675	32,500	10,075
David Tavlin	LMFT	Chief Program Officer	195,000	60,450	255,450	25%	63,863	48,760	15,113
Clinical Staff Productivity Bonuses			101,800	31,576	133,376	100%	133,376	101,800	31,576
Professional Services - Onsite (Locum Psychiatrists included)	MD/Clinical	MD Psych Laura (3240 hr x 24 hours x 50 weeks)	288,000	0	288,000	100%	288,000	288,000	0
Total FTE						54.53			
						TOTAL Cost:	\$ 4,503,678	\$ 3,506,061	\$ 997,617

Detail of Fringe Benefits: Employer FICA/Medicare, Workers Compensation,

Unemployment, Vacation Pay, Sick Pay, Pension and Health Benefits

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

APPROVED: David Tavlin,
CPO

Signature of David Tavlin, CPO
Date: 2025/04/27 14:33:47 PST

4/26/21

DATE DBH FISCAL SERVICES

4/22/2021

DATE DBH PROGRAM MANAGER

4/23/2021

DATE

PROVIDER AUTHORIZED SIGNATURE

David Tavlin, CPO

PROVIDER AUTHORIZED SIGNER (PRINT NAME)

Kevin Bunch

DATE DBH FISCAL SERVICES

DATE DBH PROGRAM MANAGER

René Keres, PsyD

DBH PROGRAM MANAGER (PRINT NAME)

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B

Contractor Name: Step Up on Second, Inc.
Provider # 36KPF7
Contract/RFP#
Address: 1328 Second Street
Santa Monica, CA 90401
Date Form Completed: 4/21/2021

July 1, 2025 - June 30, 2026

Prepared by: David Tavlin
Title: CFO

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

July 1, 2025 - June 30, 2026

ITEM (Step Up Chart of Accounts number)	TOTAL COST TO ORGANIZATION	% CHARGED TO OTHER FUNDING SOURCE	TOTAL COST TO OTHER FUNDING SOURCE	PERCENT CHARGED TO PROGRAM	TOTAL COST TO PROGRAM
Housing & Client Flex Support Mode 60 (70-72) (8100)	\$0-43,800	0%	\$0	100%	\$643,800
MODE 60 above not included in Operating Costs total					
Rent (8220)	\$150,000	0%	\$0	100%	\$150,000
Utilities (8235, 8240, 8245)	\$7,200	0%	\$0	100%	\$7,200
Alarm (8235)	\$2,400	0%	\$0	100%	\$2,400
Repairs & Maintenance (8225)	\$8,000	0%	\$0	100%	\$8,000
Supplies and Equipment (8110)	\$48,000	0%	\$0	100%	\$48,000
Staff Training and Development (8540)	\$16,275	0%	\$0	100%	\$16,275
Travel & Meetings Expenses (8300) (8170)	\$190,920	0%	\$0	100%	\$190,920
Vehide Insurance (8523)	\$28,080	0%	\$0	100%	\$28,080
Insurance - General, Umbrella, Dir/Officers (8520, 8521, 8523)	\$18,000	0%	\$0	100%	\$18,000
Telephone & Communications (8130)	\$60,600	0%	\$0	100%	\$60,600
Dues, Sub. Fees (8180)	\$4,800	0%	\$0	100%	\$4,800
Furniture, Fixed Equipment (8210)	\$28,500	0%	\$0	100%	\$28,500
Professional Contracted Services (7500) (Technical Services Only)	\$55,320	0%	\$0	100%	\$55,320
Postage/Shipping/Courier (8140)	\$8,600	0%	\$0	100%	\$8,600
Executive, Admin Support and QM Technical Staff	\$315,257	0%	\$0	100%	\$315,257
SUBTOTAL B:	\$940,952	0%	\$0	100%	\$940,952
GROSS COSTS TOTAL STAFFING AND OPERATING EXPENSES:					\$5,444,830

7.00% Interest (AS) to direct %

DOES NOT INCLUDE C&I A14 MODE 60
Flex Rates

APPROVED: David
Tavlin, CFO

Signature Agency David Tavlin,
CFO
Official David Tavlin, CFO, using
DocuSign Envelope ID:
6C0EFA17-0ECC-4C69-87FF-E418AAF2DC3C

Localsigned by:
René Keres, PsyD

4/23/2021

PROVIDER AUTHORIZED SIGNATURE

DATE

DBH FISCAL SERVICES

DATE

DBH PROGRAM MANAGER

DATE

David Tavlin, CFO

PROVIDER AUTHORIZED SIGNER (PRINT NAME)

Kevin Bunch

DBH FISCAL SERVICES (PRINT NAME)

René Keres, PsyD

DBH PROGRAM MANAGER (PRINT NAME)

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
BUDGET NARRATIVE
FY 2025 - 2026

Contractor Name: Shop Up on Second, Inc.
Provider # 36NKF7

Contract/RFPI # _____
Address: 1328 Second Street
Santa Monica, CA 90401

Date Form Completed: 4/21/2021

Prepared by: David Tavlin
Title: CPO

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

July 1, 2025 - June 30, 2026

ITEM	Justification of Cost
Housing & Client Plan Support (8100)	\$1450 per client x 444 clients Client Housing Support; Housing Operating Support; Client Family Caregiver Supports see MHSA Expenditure (8100)
Above Made 80 not included in Operating Costs. Total this page. See Schedule A	
Rent (8220)	6000 sq ft x \$1.50 per sq ft x 12 months includes staff parking spaces, facility maintenance. This includes cost for High Desert office at total approx of \$2,000 per mo
Utilities (8235, 8240, 8246)	\$300.00 per month x 12 months includes electricity, water, gas, etc.
Alarm (8205)	\$60.00 per month x 12 months
Repairs & Maintenance (8225)	\$416 per month x 12 months (Vehicles, Facilities, Misc.)
Supplies and Equipment (8110)	\$4000 per month x 12 months (office supplies, equipment leases, PURE Water, misc.)
Staff Training and Development (8540)	\$3000 per staff annually x 12 months (New staff orientation, HR admin & live scan services, employment advertisement, in-service training, other off site training)
Travel & Meetings Expenses (8300) (8170)	(25 staff x \$250 x 12 mos) staff mileage, parking, fuel for company vehicles; 12 vehicle leases (\$380 per 6 vehicles x 12 months, \$450 per vehicle x 2 vehicles x 12 months); (Executive Travel \$200.00 month x 6 months-reimbursed at the IRS rate.
Vehicle Insurance (8823)	\$185 per vehicle per month x 6 x 12 months
Insurance - General, Umbrella, Dir/Officers (8500, 8501, 8523)	\$1,265 per month x 12 Gen Liability, Umbrella and D&O Based on staff allocation
Telephone & Communications (8130)	50 staff x \$45 mo x 12 months - staff company plan cell phones (Verizon, AT&T); \$2,500 + \$300 new site per month - telephone network phone/internet (Windstream, Frontier & Spectrum)]
Dues, Sub. Fees (8160)	\$300 per month x 12 months (such as ACSO Association Dues, other)
Furniture, Fixed Equipment (8210)	\$455 x 45 staff annual + \$4900 new site
Professional Contracted Services (7900) (Technical Services Only)	Welligent Electronic Health Record - \$40,000/pp/mo x 12 mo x 45 staff; ZAPTECH - IT consultant monthly \$1500 mo x 12; Intact Accounting Software \$60 mo x 12 &
Package Shipping/Courier (8140)	\$600 x 12 months + 34 other
Executive, Admin Support and QM Technical Staff	Annual Salary and Benefits (FTE %): Dir HEM (AL) 10% = \$10,000 EHR Tech (TH) 10% = \$240,000 Mad Rao Anal (LC) 15% = \$10,073.80; Billing Anal (LW) 20% = \$16,113; Accounting & Support Admin Staff (DC, KG, JL, TM, VM, ES, AS, TW, RD) 100% = \$105,000; HR Asst (TP) 50% = \$32,750; Exec Team \$91,091. Indirect Admin. will not exceed 15% of direct costs

APPROVED: David Tavlin, CPO 4/26/21 DATE 4/22/2021 DATE 4/23/2021

PROVIDER AUTHORIZED SIGNATURE David Tavlin, CPO DBH FISCAL SERVICES (PRINT NAME) Kevin Blum DBH PROGRAM MANAGER (PRINT NAME) René Keres, Psycho

DocuSigned by: René Keres, Psycho 4/23/2021

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
FY 2025 - 2026

Mode 15 only on this page

Net New Unduplicated Clients per month

Contractor Name: Sites Up on Second, Inc.
Provider # 34467
Contract # FFA
Address: 1126 Second Street
Santa Monica, CA 90401

Date Form Completed: 4/21/2021

Client Service Projections for July 1, 2025 - June 30, 2026													
	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	TOTAL
Units of Service (minutes)	168,864	168,864	168,864	168,864	168,864	168,864	168,864	168,864	168,864	168,864	168,864	168,864	2,027,813
Projected Cost per Unit													
Case Management (01-02)	\$22,686	\$22,686	\$22,686	\$22,686	\$22,686	\$22,686	\$22,686	\$22,686	\$22,686	\$22,686	\$22,686	\$22,686	\$272,232
Mental Health Services (10-50)	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$345,475	\$4,145,697
Medication Support (60)	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$54,446	\$653,356
Crisis Intervention (70)	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$4,537	\$54,446
Number of Unduplicated Clients Served	244.0	30.0	30.0	30.0	20.0	12.0	18.0	12.0	8.0	20.0	10.0	10.0	444

HOUSING FIRST – PERMANENT HOUSING FULL SERVICE PARTNERSHIP PROGRAM

**STEP UP ON SECOND, INC.
1328 SECOND STREET
SANTA MONICA, CA 90401**

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

- A. Mental Health Recovery, Wellness, and Resilience (RWR) is an approach to helping the individual to live a healthy, satisfying, and hopeful life according to his or her own values and cultural framework despite limitations and/or continuing effects caused by his or her mental illness. RWR focuses on client strengths, skills and possibilities, rather than on illness, deficits, and limitations, in order to encourage hope (in staff and clients) and progress toward the life the client desires. RWR involves collaboration with clients and their families, support systems and involved others to help take control of major life decisions and client care. RWR encourages involvement or re-involvement of clients in family, social, and community roles that are consistent with their values, culture, and preferred language; it facilitates hope and empowerment with the goal of counteracting internal and external “stigma”; it improves self-esteem; it encourages client self-management of his/her life and the making of his/her own choices and decisions, it re-integrates the client back into his/her community as a contributing member; and it achieves a satisfying and fulfilling life for the individual. It is believed that all clients can recover, even if that recovery is not complete. This may at times involve risks as clients move to new levels of functioning. The individual is ultimately responsible for his or her own recovery choices.

“Rehabilitation” is a strength-based approach to skills development that focuses on maximizing an individual’s functioning. Services will support the individual in accomplishing his/her desired results. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual’s needs and desires, and in facilitating the individual’s choices and responsibilities.

- B. All outpatient contract agencies are required to provide services under Title 9, Chapter 11, Section 1810.249, which superseded the rehabilitation option and targeted case management guidelines of July 1, 1993, and more recent guidelines as may be incorporated or referenced herein by attachment. Minimum guidelines are detailed in “DESCRIPTION OF SPECIFIC SERVICES TO BE PROVIDED” in this Addendum.

II. DEFINITIONS

- A. Alcohol and Other Drug (AOD) refers to a continuum of alcohol and other drug services.
- B. Behavioral Health refers to mental health and mental plus co-occurring disorder services.
- C. Community Collaboration a process by which clients and/or families receiving services, other community members, agencies, organizations, and businesses work together to share information, and resources in order to fulfill a shared vision and goals.
- D. Co-Occurring Disorder (COD) refers to the simultaneous existence of substance use and mental disorders. Individuals with COD have one or more disorders relating to the use of alcohol and/or other drugs of abuse as well as one or more mental disorders. A diagnosis of COD occurs when an

ADDENDUM I

individual has both mental illness and a substance use disorder. From a treatment perspective, both disorders are primary. Although the disorders may impact each other, neither is merely a symptom of the other.

- E. Full Spectrum of Community Services is the behavioral health and non-behavioral health services and supports necessary to address the needs of the client, and when appropriate the client's family, in order to advance the client's goals and achieve outcomes that support the client's recovery, wellness and resilience.
- F. Housing First is an evidenced based approach to ending homelessness that centers providing homeless people with housing quickly and then providing services as needed. Housing First does not require persons to "earn" their housing, or demand sobriety or health/mental health treatment as a condition for access to housing. Housing First utilizes these critical elements:
 - A focus on helping individuals and families access and sustain permanent rental housing as quickly as possible
 - A variety of services are delivered primarily following housing placements to promote housing stability and individual well-being
 - Services are time-limited or long-term depending upon individual need
 - Housing is not contingent on compliance with services. Instead, participants must comply with a standard lease agreement, and are provided with the services and supports necessary to help them do so successfully.
- G. Individual Services and Supports Plan (ISSP) is the plan developed by the client and, when appropriate the consumer's family, with the Case Manager to identify the client's goals and describe the array of services and supports necessary to advance these goals based on the client's needs and preferences and, when appropriate, the needs and preferences of the client's family to support the client's recovery, wellness and resilience.
- H. Underserved are consumers who have been diagnosed with a serious mental illness and are receiving some services, but are not provided the necessary or appropriate opportunities to support their recovery, wellness, and/or resilience. These clients include, but are not limited to, those who are so poorly served that they are risk of homelessness, institutionalization, incarceration, or other serious consequences; members of ethnic/racial, cultural, and linguistic populations that do not have access to mental health programs due to barriers such as poor identification of their mental health needs, poor engagement and outreach, limited language access, and lack of culturally competent services; and those in rural areas, Native American rancherias and/or reservations who are not receiving sufficient services.
- I. Unserved are those individuals who may have serious mental illness and are not receiving mental health services. Individuals who may have had only emergency or crisis-oriented contact with and/or services from the County may be considered unserved.

III. PERSONS TO BE SERVED

- A. The target population is unserved or underserved, high risk adults who are at imminent risk of hospitalization, incarceration, homelessness and/or are frequent users of emergency psychiatric services with particular emphasis on individuals who are chronically homeless and have mental illness within the following age groups at the time of enrollment: Transitional Age Youth (TAY) (age

ADDENDUM I

18-25) and adults (age 26-59). For individuals age 60 and older, a transition plan to a DBH Older Adult Program will be developed to ensure the most appropriate services are provided.

- B. Under Continuum of Care Grant awarded to Contractor, Contractor will provide Permanent Supportive Housing services to 444 DBH consumers residing in San Bernardino County deemed eligible for FSP program services. This contract governs the FSP programming offered to these consumers, which will be funded by the Community Services and Support component of the Mental Health Services Act (MHSA) with leveraged Medi-Cal billing, when possible.

C. **Provider Adequacy**

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

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

IV. DESCRIPTION OF SPECIFIC SERVICES TO BE PROVIDED

- A. Contractor shall provide FSP program services in coordination with the Contractor's Housing First Model, as funded through the Continuum of Care Grant awarded to Contractor. The FSP program services will be funded by the Community Services and Support component of the Mental Health Services Act (MHSA) and Medi-Cal.
- B. Contractor shall work with Individuals experiencing homelessness or chronic homelessness, or who are at risk of experiencing homelessness with complex behavioral health needs, for whom coordination of services would likely result in improved health outcomes and decreased utilization of high-cost services.
- C. Mental health services shall be offered to consumers housed at housing sites or in Contractor's office. In order to be eligible for housing, these individuals have been determined to be eligible for FSP, although enrollment in a FSP is not a requirement for housing, per the Housing First Model.

Contractor will offer FSP program services with 24/7 availability to 444 consumers annually, age eighteen (18) and older, residing in Permanent Supportive Housing (PSH). Although consumers in PSH may decline FSP services, contractor will continue to actively work to engage the consumers into appropriate behavioral health care using an evidence-based model, such as Listen-Empathize-Agree-Partner (LEAP). This FSP team is highly mobile, community-based, and multicultural, generally providing care in the field. Services should frequently be provided in the consumer's

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residence, when possible and appropriate, to enhance consumer engagement and relationship-building, with a long-term goal of activating consumers into the health care system.

FSP services are the collaborative relationship between the Contractor and the consumer, and when appropriate, the consumer's family, through which the Contractor plans for and provides the full spectrum of community services, including mental and non-mental health services, so that the consumer can achieve his or her identified goals.

FSPs operate under a "whatever it takes" mandate in providing the full spectrum of community services to assist consumers in achieving the goals identified in the Individual Service and Supports Plan (ISSP) to foster resiliency and recovery. Consumers in a FSP have access to an interdisciplinary team of behavioral health professional staff and peer advocates to provide assistance 24 hours a day, seven days a week. Staff work schedules shall be responsive to consumer needs and shall permit staff to work evenings and weekends. During after-hours periods, Contractor shall maintain on-call coverage on a rotating basis and shall be available to respond immediately to program participants by telephone or in-person, as dictated by consumer needs. Psychiatric support shall be available during after-hours periods.

Contractor will facilitate easy access to all needed services from community collaboration to include Medi-Cal managed care plans, including Inland Empire Health Plan (IEHP) and Molina Healthcare, housing support, vocational/educational training, job search and coaching, skill building necessary for community independence, recovery and co-occurring specialized programs, recreation activities, internet access and any other necessary referrals for community integration.

Individuals selected for participation in the FSP Service Category must meet the eligibility criteria in the following (California Code of Regulations (CCR, Section 3620.05) requirements:

1. Transitional age youth
 - a. Homeless or at risk of being homeless
 - b. Aging out of the child and youth mental health system
 - c. Aging out of the child welfare system
 - d. Aging out of the juvenile justice system
 - e. Involved in the criminal justice system
 - f. At risk of involuntary hospitalization or institutionalization
 - g. Have experienced a first episode of serious mental illness
2. Adults
 - a. They are unserved and one of the following:
 - i. Homeless or at risk of becoming homeless
 - ii. Involved in the criminal justice system
 - iii. Frequent users of hospital and/or emergency room services as the primary resource for mental health treatment
 - b. They are underserved and at risk of one of the following:

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- i. Homelessness
 - ii. Involvement in the criminal justice system
 - iii. Institutionalization
- 3. Older adults must meet the following criteria:
 - a. They are unserved and one of the following:
 - i. Experiencing a reduction in personal and/or community functioning
 - ii. Homeless
 - iii. At risk of becoming homeless
 - iv. At risk of becoming institutionalized
 - v. At risk of out-of-home care
 - vi. At risk of out becoming frequent users of hospital and/or emergency room services as the primary resource for mental health treatment
 - b. They are underserved and at risk of one of the following:
 - i. Homeless
 - ii. Institutionalization
 - iii. Nursing home or out-of-home care
 - iv. Frequent users of hospital and/or emergency room services as the primary resource for mental health treatment
 - v. Involvement in the criminal justice system
 - c. A referral and transition plan to an appropriate DBH Older Adult program will be developed for each older adult determined to benefit from this level of care.

Medi-Cal billable services must be provided in accordance with eligibility criteria in Welfare and Institutions Code (WIC) Section 5600.3(a) for children and transition aged youth, WIC Section 5600.3(b) for adults and older adults or WIC Section 5600.3(c) for adults and older adults.

- D. Services will include intensive treatment and rehabilitation to promote adaptive functioning in the community, to maintain housing, and to prevent unnecessary re-admissions to acute psychiatric hospitals and re-incarceration. Some of the services that will be provided to meet individual needs include, but are not limited to, the following:
 - 1. Provide treatment, rehabilitation and support 24/7 throughout the entire year
 - a. Staff work schedules shall be responsive to consumer needs and shall permit staff to work evenings and weekends.
 - b. During after-hours periods, staff shall maintain on-call coverage on a rotating basis and shall be available to respond immediately to program participants by telephone or in person, as dictated by consumer needs. Psychiatric support shall be available during after-hours periods.
 - 2. Deliver services in a multidisciplinary unified team approach

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A critical feature of the team service delivery shall be the unified team approach, in which multiple staff members with a diversity of skills address each consumer's mental health and community life support needs in a comprehensive manner. The intensity of services provided will be determined by the consumer's need.

3. Provide as many consumer contacts as needed with regular contact with members to ensure there are not gaps, swiftly addressing those gaps to ensure progress towards regaining health and function continues.
4. Maintain flexibility to increase service intensity in response to consumer need.
5. Staff time should have direct, face to face contact.

The team's highest priority shall be outreach to FSP participants and the provision of services according to individual consumer needs and desires, with the majority of clinical contacts occurring in settings outside the offices of the FSP.

6. Have access to consumers in psychiatric in-patient facilities and participate in consumer case conference and treatment planning.
7. Meet with assigned DBH staff to provide treatment planning for consumers.
8. Provide symptom assessment, case management and supportive counseling.
9. Provide ongoing assessment of consumer needs to include vocational and educational needs.
10. Coordinating and collaborating with various health and social services providers, including sharing data (as appropriate) to facilitate better-coordinated whole person care.
11. Provide appropriate psychoeducation regarding consumer mental illness and medication management.
12. Have rapid and flexible response to consumer crisis.
13. Coordinating short-term post-hospitalization housing and recuperative care services as appropriate. Provide support to the maximum extent possible for consumer needing screening, extended crisis evaluation bed, crisis housing, short-term care and inpatient treatment.
14. Provide services in the areas of medication prescription, administration monitoring and documentation.
15. Supporting member treatment adherence including: scheduling appointments, appointment reminders, coordinating transportation, ensuring connection to public benefits, identifying barriers to adherence, and accompanying members to appointments as needed.
16. Team psychiatrist will assess all consumers, prescribe medication, regularly review consumers' progress and monitor, treat and document any medication side effects.
17. The team will ensure that the consumer obtains and maintains the basic necessities of life, including but not limited to safe, clean, and affordable housing, food and clothing, medical and dental services, appropriate financial support in consumer access to their entitlements, social services, transportation and legal advocacy and representation.

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18. The team will develop and support consumer participation in recreational and social activities and relationships.

The highest priority shall be given to supporting and helping individual consumers to obtain and maintain permanent supportive housing and to establish positive social relationships and activities in normative community settings. Such services shall include, but not be limited to assisting consumers in:

- a. Developing social skills and, where needed, the skills to develop meaningful personal relationships;
- b. Planning appropriate and productive use of leisure time including familiarizing consumers with available social and recreational opportunities and increasing their use of these activities;
- c. Interacting with landlords, property management personnel, neighbors and others effectively and appropriately;
- d. Developing assertiveness and self-esteem;
- e. Using existing self-help centers, self-help groups and other social, church and recreational groups to combat isolation and withdrawal experienced by many persons coping with severe and persistent mental illness.

- E. Mental health services: Mental health services are interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development, independent living and enhanced self-sufficiency. This includes services for mental health and co-occurring disorders. Service shall be directed toward achieving the individual's goals/desired results/personal milestones, and minimum guidelines for the provision of coordinated services under the rehabilitation and targeted case management options are set forth below. Not all of the activities need to be provided for a service to be billable:

1. Assessment is a clinical analysis of the history and current status of the individual's mental, emotional, or behavioral disorder. Relevant cultural factors and history may be included where appropriate. Assessment may include diagnosis and the use of testing procedures. The initial clinical assessment will be completed prior to enrollment in the permanent supportive housing project to ensure the consumer meets FSP eligibility criteria.
2. Evaluation / Plan Development (if applicable, define required treatment schedules and timelines) is an appraisal of the individual's community functioning in several areas including living situation, daily activities, social support systems, and health status. Cultural issues may be addressed where appropriate.
3. Therapy is a service activity that may be delivered to an individual or group of individuals, and may include family therapy (when the individual is present). Therapeutic interventions are consistent with the individual's goals/desired results/personal milestones which focus primarily on symptom reduction as a means to improve functional impairments. Therapy should also be provided in a culturally relevant manner taking into consideration the individual's or group's cultural practices and beliefs.
4. Rehabilitation is a service that may include any or all of the following:

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- a. Assistance in restoring or maintaining an individual's or group of individual's functional skills, daily living skills, social skills, grooming, personal hygiene skills, meal preparation skills, medication compliance, and support resources. Areas of improvement must align with functional impairments which are directly related to the mental health diagnosis of the individual;
 - b. Counseling of the individual and/or family;
 - c. Training in leisure activities needed to achieve the individual's goals/desired results/personal milestones;
 - d. Medication education.
 - e. Assessment of job-related interests and abilities based on a complete education and work history. This assessment shall consider the effects of the consumer's mental illness on employment, with identification of specific behaviors that interfere with the consumer's work performance and development of interventions to reduce or eliminate the behaviors;
 - f. Assistance with each consumer's individual needs for job development, job-seeking skills, and on-the-job assessment, referral to training, and support so that consumers will acquire and maintain appropriate job and social skills necessary to get and keep employment;
 - g. Individual supportive counseling to assist the consumer to identify and cope with the symptoms of mental illness that may interfere with his/her work performance;
 - h. On-the-job or work-related crisis intervention;
 - i. Work-related supportive services, such as assistance with grooming and personal hygiene, securing appropriate clothing, wake-up calls, and transportation.
5. Collateral is contact with one or more significant support person in the life of the individual which may include consultation and training to assist in better utilization of services and understanding of mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the individual's condition and involving them in service planning and implementation of service plan(s).
6. Crisis Intervention is a quick emergency response service enabling the individual to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible. A crisis is an unplanned event that results in the individual's need for immediate service intervention. The response modality must allow for the resolution of the consumer's crisis. Crisis Intervention services are limited to stabilization of the presenting emergency. This service does not include Crisis Stabilization, which is provided in a 24-hour health care family or hospital outpatient program. Service activities include but are not limited to Assessment, Evaluation, Collateral, and Therapy (all billed as crisis intervention).
7. Medication Support Services include the prescribing, administering, dispensing and monitoring of psychiatric medications necessary to alleviate the symptoms of mental illness which are provided by a staff person, within the scope of his/her profession. This service includes:
- a. Evaluation of the need for medication;

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- b. Evaluation of the clinical effectiveness and side effects of medication;
 - c. Obtaining informed consent or court order;
 - d. Medication education including discussing risks, benefits, and alternatives with the individual or significant support persons, and plan development related to the delivery of these services.
- 8. Case Management includes services that assist a beneficiary to access needed medical, educational, social, prevocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; and plan development. Case Management may be either face-to-face or by telephone with the adult or significant support persons and may be provided anywhere in the home or community.
- F. Mental health services and supports include, but are not limited to:
 - 1. Mental health treatment, including alternative and culturally specific treatments;
 - 2. Peer supports;
 - 3. Supportive services to assist the consumer, and when appropriate the consumers' family, in obtaining and maintaining employment, housing, and/or education;
 - 4. Wellness Centers;
 - 5. Alternative treatment and culturally specific treatment approaches;
 - 6. Personal service coordination/case management to assist the consumers, and when appropriate the consumer's family, to access medical, educational, social, vocational and/or other community services;
 - 7. Needs assessment;
 - 8. ISSP development;
 - 9. Crisis intervention/stabilization services;
 - 10. Family education services;
- G. Non-mental health services and supports include, but are not limited to:
 - 1. Food;
 - 2. Clothing;
 - 4. Cost of health care treatment;
 - 5. Cost of treatment of co-occurring conditions, such as substance abuse;
 - 6. Housing costs not covered by other funding that can include but is not limited to rent subsidies, housing vouchers, utilities, repairs, and temporary housing;
 - 7. Transportation – Provide access to transportation as dictated by consumer needs;
 - 8. Contractor must provide evidence-based strategies for adult FSP consumers.
- H. Co-occurring Substance Abuse and Mental Health Disorders Modality

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These services shall include treatment programs that have the capacity to treat both the alcohol and drug and mental health conditions in an integrated fashion and staff trained in the treatment of co-occurring disorders.

Contractors must provide:

1. Access to comprehensive integrated treatment (psychological/alcohol and drugs) at the provider and community level.
 - a. Treatment services that promote the integration of mental health and substance abuse services that are specifically responsive to the needs of persons with co-occurring disorders.
 - b. A longitudinal perspective that recognizes and works with consumers across stages of treatment, relapse, and recovery. This must include recognition that treatment and recovery are not linear, that relapse is an inherent characteristic of chronic, episodic disorders, and is an expected feature in recovery from serious mental illnesses and substance use disorders. This service must also include individual and group counseling, case management, treatment planning, crisis intervention, discharge planning, collateral and related services as required by State and County standards.
 - c. Treatment services that are relevant and sensitive across culture, ethnicity, and gender.
 - d. The development and use of the therapeutic alliance to foster consumer engagement in the treatment process, consumer consistency in treatment, and positive outcomes.
- I. MHSA strongly supports the integration of family into consumer care. Consequently, the Contractor shall provide support to the consumer's family and other members of the consumer's social network to help them manage the symptoms and illness of the consumer and reduce the level of family and social stress associated with the illness. Staff shall assist them and the consumer to relate in a positive and supportive manner through such means as:
 1. Education about the consumer's illness and their role in the therapeutic process;
 2. Supportive counseling;
 3. Intervention to resolve conflict;
 4. Referral, as appropriate, of the family to therapy, self-help and other family support services; and
 5. Provision, as appropriate, of the consumer's other support systems with education and information about serious mental illnesses and treatment.
 6. The Contractor shall coordinate services with other community mental health and non-mental health providers, as well as other medical professionals, and shall provide the following functions for all consumers served:
 - a. Development of formal and informal affiliations with appropriate mental health, health care, addictions, and other human service providers, and inpatient units;
 - b. Involvement of other pertinent agencies, the consumer's family, and members of the consumer's social network in the coordination of the assessment, and in the development, implementation and revision of service plans.

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- c. Advocacy for and assistance to consumers to obtain needed benefits and services such as supplemental security income, housing subsidies, food stamps, medical assistance, and legal services;
- d. Coordination of meetings of the consumer's service providers in the community;
- e. Maintenance of ongoing communication with all other agencies serving the consumer including hospitals, rehabilitation services and housing providers as required.
- f. Maintain working relationships with other community services, such as education, law enforcement and social services;
- g. Coordination with existing community agencies to develop needed community support resources including housing, employment options and income assistance; and
- h. Maintenance of a clinical treatment relationship with the consumer on a continuing basis whether the consumer is in the hospital, in the community, involved with other agencies or the criminal justice system.
- i. Methods for service coordination and communication between contractor and other service providers serving the same consumers shall be developed and implemented consistent with County of San Bernardino and HIPAA confidentiality rules.

J. Coordination of Care

Contractor shall deliver care to and coordinate services for all of its beneficiaries by doing the following [42 C.F.R. § 438.208(b)]:

- 1. Ensure that each beneficiary has an ongoing source of care appropriate to his or her needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the beneficiary. The beneficiary shall be provided information on how to contact their designated person or entity [42 C.F.R. § 438.208(b)(1)].
- 2. Coordinate the services Contractor furnishes to the beneficiary between settings of care, including appropriate discharge planning for short term and long-term hospital and institutional stays. Coordinate the services Contractor furnishes to the beneficiary with the services the beneficiary receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its beneficiaries [(42 C.F.R. § 438.208(b)(2)(i)-(iv), CCR, title 9 § 1810.415.]

V. BILLING UNIT

While MHSA funding may be primary for services, leveraging Medi-Cal funding, where possible, will help maximize the services and funding available to consumers. The following describes requirements for Medi-Cal billable services.

- A. The billing unit for mental health services, rehabilitation support services, Crisis intervention and case management/brokerage is staff time, based on minutes of time.
- B. The exact number of minutes used by staff providing a reimbursable service shall be reported and billed. In no case shall more than sixty units of time be reported or claimed for any one staff person

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during a one-hour period. Also, in no case shall the units of time reported or claimed for any one staff member exceed the hours worked.

- C. When a staff member provides service to or on behalf of more than one individual at the same time, the staff member's time must be pro-rated to each individual. When more than one staff person provides a service, the time utilized by involved staff members shall be added together to yield the total billable time. The total time claimed shall not exceed the actual staff time utilized for billable service.
- D. The time required for documentation and travel shall be linked to the delivery of the reimbursable service and shall not be separately billed.
- E. The Contractor shall comply with all requirements of the State to maintain Medi-Cal Certification and obtain necessary fire clearances. Short-Doyle/Medi-Cal Contractors must notify DBH at least sixty days prior to a change of ownership or a change of address. DBH will request a new provider number from the State.
- F. The Contractor shall provide adequate furnishings and clinical supplies to do outpatient therapy and in-home services in a clinically effective manner.
- G. The Contractor shall maintain the facility exterior and interior appearances in a safe, clean, and attractive manner.
- H. The Contractor shall have adequate fire extinguishers and smoke alarms, as well as a fire safety plan.
- I. The Contractor shall have an exterior sign clearly indicating the location and name of the clinic.

VI. STAFFING

- A. The team will consist of an interdisciplinary team of service providers, including a minimum of the following staff members:
 - 1. Licensed Clinical Therapist/Clinical Director

This position will serve as the Clinic Supervisor and will have at least a Master's degree, be licensed (e.g., MFCC, LCSW, LPCC, PsyD, PhD) with at least two years of experience in the Mental Health field working with individuals with serious and persistent mental illness.
 - 2. Program Administrator

Responsible for the coordination of services, serve as a liaison to other agencies, and track data/outcomes. Additional staff members, including data entry staff, responsible for closely tracking outcomes and ensuring data quality is permissible, as indicated in the Schedule A and staffing patterns, with approval from DBH.
 - 3. Case Managers
 - a. Must have a minimum of 30 semester units (45 quarter units) of completed college coursework in behavioral or social science; or 60 semester units (90 quarter units) of completed college coursework, which includes 15 semester units (23 quarter units) in behavioral science. Psychiatric Technician courses and Alcohol and Drug Certificate courses are acceptable.

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- b. Must have a minimum of one year of experience in a behavioral health department which involved direct consumer contact, or have completed a bachelor's degree in behavioral science and have six months of experience providing mental health services including interviewing and referring consumers and performing crisis intervention.
 - 4. Psychiatrist
 - a. Must be licensed or board-certified and provide a minimum of four (4) hours of face-to-face time each week with consumers and/or team members.
 - b. Responsible for assessing all consumers, prescribing medication, regularly reviewing consumer progress and monitoring, treating and documenting any medication side effects. If consumer resides in a board and care facility, the team will work collaboratively in ensuring that consumers are following their prescribed medication regimen.
 - 5. Peer & Family Advocates
 - 6. One of the staff must be designated as the consumer's Personal Service Coordinator (PSC), serving as the primary contact and coordinator for the consumer and, when appropriate, the consumer's family. The PSC is also responsible for developing an Individual Services and Supports Plan (ISSP) with consumer and, when appropriate, the consumer's family. The PSC must be appropriately culturally and linguistically competent to serve their assigned consumers and families.
 - 7. The multidisciplinary treatment team will provide coverage 24/7 to its caseload. If the PSC is not personally available 24/7, the qualified individual available to the consumer and family must be known to the consumer/family. The intensity of services provided will be determined by the consumer's needs.
 - 8. Multiple contacts in one day may be required for consumers in acute distress. The operational dictates, commonly referred to as "whatever it takes," is to provide the services the consumer needs in order to maintain him/her outside of all institutions. The team will focus on providing mental health services, rehabilitation, crisis intervention and targeted case management services.
- This program is to provide the client with a support system where he/she can improve in the areas of living, learning, working and relating while in a community setting. Services will be designed to "meet the client where they are" and include non-traditional settings; will engage the family in the rehabilitation process and will provide for ongoing maintenance in the community. The team will collaborate with needed care providers and facilitate access to essential services.

VII. ADMINISTRATIVE AND PROGRAMMATIC REQUIREMENTS

- A. The FSP program must maintain an office that is available to consumers within the geographic area of San Bernardino County.
- B. The Contractor shall abide by the criteria and procedures set forth in the Uniform Method of Determining Ability to Pay (UMDAP) manual consistent with State regulations for mental health

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programs. The Contractor shall not charge mental health consumers in excess of what UMDAP allows.

- C. The Contractor shall maintain consumer records in compliance with all regulations set forth by the State and provide access to clinical records by DBH staff.
- D. The Contractor shall maintain ongoing compliance with Medi-Cal Utilization Review requirements and record keeping requirements. The Contractor will participate in on-going contract related Medi-Cal audits by the State. A copy of the plan of correction regarding deficiencies will be forwarded to DBH.
- E. The Contractor shall maintain high standards of quality of care for the units of service which it has committed to provide.
 - 1. The Contractor's staff shall hold regular case conferences to evaluate the effects of treatment and the need for continued treatment.
 - 2. The Contractor has the primary responsibility to provide the full range of mental health services, as defined in Addendum I, Section IV Paragraph A., to consumers referred to Contractor.
- F. The Contractor shall participate in DBH's annual evaluation of the program and shall make required changes in areas of deficiency.
- G. The Contractor shall ensure that there are adequate budgeted funds to pay for all necessary treatment staff, supplies and tools.
- H. The Contractor shall maintain a separate and clear audit trail reflecting expenditure of funds under this Agreement.
- I. The Contractor shall make available to the DBH Program Manager copies of all administrative policies and procedures utilized and developed for service location(s) and shall maintain ongoing communication with the Program Manager regarding those policies and procedures.
- J. Contractor must submit a report to the DBH Program Manager by the fifth of each month. As a minimum, the monthly report must include an overview of the total caseload, number of Medi-Cal cases and non-Medi-Cal cases. The report is to cover changes and status of staffing, program and services that impact service delivery under the Contract. A copy of staff or team and peer review meetings minutes will be forwarded to DBH.
- K. The program shall submit additional reports as required by DBH.
- L. The Contractor's Director or designee must attend regional meetings as scheduled.
- M. The Contractor shall make consumers aware of their responsibility to pay for their own medications. However, if the consumer experiences a financial hardship, and the consumer cannot function without the prescribed medication, the Contractor shall cover the cost of those medications listed on the current Medi-Cal Formulary.
- N. Vacancies or changes in staffing plan shall be submitted to the appropriate DBH Program Manager within 48 hours of Contractor's knowledge of such occurrence. Such notice shall include a plan of action to address the vacancy or a justification for the staffing plan change.

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- O. The Contractor understands that compliance with all standards listed is required by the State and the County of San Bernardino. Failure to comply with any of the above requirements or Special Provisions below may result in reimbursement checks being withheld until the Contractor is in full compliance.
- P. Contractor shall have written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.
- Q. Contractors are required to have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers services to non-Medi-Cal beneficiaries. If the provider only serves Medi-Cal beneficiaries, the hours of operation must be comparable to the hours made available for Medi-Cal services that are not covered by Contractor or another Mental Health Plan; i.e., must be available during the times that services are accessible by consumers based on program requirements.
- R. Contractor shall have hours of operation posted at the facility and visible to consumers/customers that match the hours listed in the Contract. Contractor is responsible for notifying DBH of any changes in hours or availability. Notice of change in hours must be provided in writing to the DBH Access Unit at fax number 909-890-0353, as well as the DBH program contact overseeing the Contract.

VIII. COUNTY DEPARTMENT OF BEHAVIORAL HEALTH RESPONSIBILITIES

- A. DBH shall provide technical assistance to the Contractor in regard to EPSDT/Medi-Cal requirements, as well as charting and Utilization Review requirements.
- B. DBH shall participate in evaluating the progress of the overall program in regard to responding to the mental health needs of local communities.
- C. DBH shall monitor the Contractor on a regular basis in regard to compliance with all of the above requirements.
- D. DBH shall provide linkages with the total Mental Health system to assist Contractor in meeting the needs of its consumers.

IX. SPECIAL PROVISIONS

- A. A review of productivity of the Contractor shall be conducted after the end of each quarter of each fiscal year.
- B. The Contractor and DBH will work jointly to monitor outcome measures.

X. OUTCOME MEASURES AND DATA REPORTING REQUIREMENTS

- A. Outcome Data Requirements: Contractor shall be responsible for collecting and entering data via the data collection instrument developed by County and the State on all consumers referred to the agency, following DBH's policies and procedures, including updates to the policies and procedures. Contractor shall ensure the data is entered electronically at network sites and downloaded at the County centralized database (Integrated System). In addition to the below performance-based criteria, data collection shall include demographic data, the number of case openings, the number of case closings, and the services provided. DBH may base future funding for Contractor upon positive performance outcomes, which DBH will monitor throughout the year. Contractor shall collect data in a timely manner and submit it to DBH at least annually or on request from DBH.

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Contractor shall comply with all requests regarding local and State Performance Outcomes measurement requirements and participate in the outcomes measurement processes as requested. Outcomes measurements may be updated in order to comply with new federal, state, and local expectations.

B. County's billing and transactional database system

1. All consumer, episode, and service-related data shall be entered into the County's billing and transactional database system by the 7th day of the month following the billing, regardless of whether the service will be billed to Medi-Cal or not.
2. Exception is the "opening" and "closing" of the consumer within the billing system. This will be done within 5 working days of admission and discharge from the facility.

C. Mental Health Services Act (MHSA) Data Collection/Reporting Requirements

MHSA has specific accountability and outcome requirements. Timely reporting is essential for meeting those expectations.

1. Performance Requirements

Contractor must collect, manage, maintain and update consumer, service and episode data as required for local, State and Federal reporting.

a. As appropriate, Contractor shall provide information by entering data in:

- i County's billing and transactional database system
- ii DBH consumer information system
- iii "Data Collection and Reporting" system, which collects and manages Full Service Partner Information
 - The Partnership Assessment Form (PAF) is completed when the consumer is enrolled in FSP services, capturing history and baseline data.
 - A Key Event Tracking form (KET) is completed when a change occurs in key quality areas of life.
 - The Quarterly Assessment form (3M) is completed every three months, providing an update on central areas of the consumer's life and functioning.
 - All required data must be entered into the DCR within five (5) working days of the deadline to collect the information.
- iv Paper or online forms:
 - Bi-Annual Consumer Perception Surveys (paper-based): twice annually, or as designated by DHCS; Contractor shall collect consumer perception data for consumers served by the programs. The data to be collected includes, but is not limited to, the consumer's perceptions of the quality and results of services provided by the Contractor.
 - Consumer preferred language survey (paper-based), as requested by DBH.
 - Intermittent services outcomes surveys

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- v Contractor will ensure that data elements are in required format, that data is correct upon data entry and that databases are updated when information changes.

D. Adult Needs and Strengths Assessment – San Bernardino (ANSA-SB) shall be completed and integrated into the treatment process according to the Transformational Collaborative Outcomes Management (TCOM) approach and DBH's TCOM policy and procedures. Staff completing the ANSA-SB must be appropriately trained in the TCOM process and certified. Deadlines for completion are:

1. Within thirty (30) days of admission
2. Every six (6) months, and
3. Within thirty (30) days of discharge

Clarifications:

- a. In no case shall a period of more than six (6) months pass without completing an ANSA-SB. The exception would be in cases where a consumer is being actively engaged to activate into treatment, but has not yet enrolled in treatment.
- b. An ANSA-SB is not required at discharge if a six (6) month (i.e., update) ANSA-SB was administered within the past thirty (30) days AND no significant change in the consumer's presentation has occurred.

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

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

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

PROCESS BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
a. Agency has ethnic parity of staff to consumers served	Review of staffing pattern and personnel records	Staff shall be hired in direct percentage to the percent of ethnic minority consumers served in Service Area and surrounding area
b. Agency has linguistic capability sufficient to meet the needs of consumers to be served	Review of staffing pattern and personnel records	Staff shall be available to meet the linguistic needs of consumers in Service Area and surrounding area
c. Provider offers immediate access to Mental Health Services for consumers in a crisis	Client satisfaction survey	100% of consumers entering the Program are seen in a timely fashion, ensuring consumer satisfaction as measured by self-reports that are included in a voluntary consumer satisfaction

ADDENDUM I

	survey
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Exceptions are to be negotiated between Contractor and DBH.

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

MHSA GOALS	KEY OUTCOMES
a. Reduce homelessness and increase safe and permanent housing	<ul style="list-style-type: none"> •Decreased rate of homelessness for consumers, as defined in DCR •Increased residence stability (e.g., as defined in CANS/ANSA)/number of days spent in single location, such as the following DCR categories by age group: <ul style="list-style-type: none"> -TAY: General Living Arrangement, Supervised Placement, or Residential Program -Adult: General Living Arrangement or Supervised Placement
b. Reduce the frequency of emergency room visits and unnecessary hospitalizations	<ul style="list-style-type: none"> •Reduced administrative hospital days •Increase in number of individuals diverted from hospitalization
c. Increase Access to Services	<ul style="list-style-type: none"> • Increase number of consumers served • Increased penetration rate

ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS**Step Up on Second, Inc. shall:**

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

1. Contractor certifies to the following:
 - a. it is not presently excluded from participation in Federal and State funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a Federal or State agency which is likely to result in exclusion from any Federal or State funded health care program, and/or
 - c. unlikely to be found by a Federal and State agency to be ineligible to provide goods or services.
2. As the official responsible for the administration of Contractor, the signatory certifies the following:
 - a. all of its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any Federal or State funded health care programs,
 - b. there is not an investigation currently being conducted, presently pending or recently concluded by a Federal or State agency of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any Federal and State funded health care program, and/or
 - c. its officers, employees, agents and/or sub-contractors are otherwise unlikely to be found by a Federal or State agency to be ineligible to provide goods or services.
3. Contractor certifies it has reviewed, at minimum prior to hire or contract start date and monthly thereafter, the following lists in determining the organization nor its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any Federal or State funded health care programs:
 - a. OIG's List of Excluded Individuals/Entities (LEIE).
 - b. United States General Services Administration's System for Award Management (SAM).
 - c. California Department of Health Care Services Suspended and Ineligible Provider (S&I) List, if receives Medi-Cal reimbursement.
4. Contractor certifies that it shall notify DBH immediately (within 24 hours) by phone and in writing within ten (10) business days of being notified of:
 - a. Any event, including an investigation, that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under Federal or State funded health care programs, or
 - b. Any suspension or exclusionary action taken by an agency of the Federal or State government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which Federal or State funded health care program payment may be made.

Tod Lipka

Printed name of authorized official



Signature of authorized official

5/13/2021

Date

DATA SECURITY REQUIREMENTS

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

A. Personnel Controls

1. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of DBH, or access or disclose DBH Protected Health Information (PHI) or Personal Information (PI) must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.
2. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
3. Confidentiality Statement. All persons that will be working with DBH PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The Statement must be signed by the workforce member prior to accessing DBH PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DBH inspection for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.
4. Background Check. Before a member of the workforce may access DBH PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

B. Technical Security Controls

1. Workstation/Laptop Encryption. All workstations and laptops that store DBH PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved in writing by DBH's Office of Information Technology.
2. Server Security. Servers containing unencrypted DBH PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
3. Minimum Necessary. Only the minimum necessary amount of DBH PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.

4. Removable Media Devices. All electronic files that contain DBH PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes, etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
5. Antivirus / Malware Software. All workstations, laptops and other systems that process and/or store DBH PHI or PI must install and actively use comprehensive anti-virus software / Antimalware software solution with automatic updates scheduled at least daily.
6. Patch Management. All workstations, laptops and other systems that process and/or store DBH PHI or PI must have all critical security patches applied with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Application and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
7. User IDs and Password Controls. All users must be issued a unique user name for accessing DBH PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every ninety (90) days, preferably every sixty (60) days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Non-alphanumeric characters (special characters)
8. Data Destruction. When no longer needed, all DBH PHI or PI must be wiped using the Gutmann or U.S. Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of DBH's Office of Information Technology.
9. System Timeout. The system providing access to DBH PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
10. Warning Banners. All systems providing access to DBH PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
11. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DBH PHI or PI, or

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

12. Access Controls. The system providing access to DBH PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
13. Transmission Encryption. All data transmissions of DBH PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing DBH PHI can be encrypted. This requirement pertains to any type of DBH PHI or PI in motion such as website access, file transfer, and E-Mail.
14. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting DBH PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

C. Audit Controls

1. System Security Review. Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing DBH PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
2. Log Review. All systems processing and/or storing DBH PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
3. Change Control. All systems processing and/or storing DBH PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

D. Business Continuity/Disaster Recovery Controls

1. Emergency Mode Operation Plan. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of DBH PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
2. Data Backup Plan. Contractor must have established documented procedures to backup DBH PHI to maintain retrievable exact copies of DBH PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DBH PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DBH data.

E. Paper Document Controls

1. Supervision of Data. DBH PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DBH PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
2. Escorting Visitors. Visitors to areas where DBH PHI or PI is contained shall be escorted and DBH PHI or PI shall be kept out of sight while visitors are in the area.
3. Confidential Destruction. DBH PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
4. Removal of Data. Only the minimum necessary DBH PHI or PI may be removed from the premises of Contractor except with express written permission of DBH. DBH PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of Contractor's locations.
5. Faxing. Faxes containing DBH PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
6. Mailing. Mailings containing DBH PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible.

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