



FOR COUNTY USE ONLY

County of San Bernardino

F A S

STANDARD CONTRACT

<input checked="" type="checkbox"/> New	Vendor Code	SC	Dept.	A	Contract Number			
<input type="checkbox"/> Change	SUPERIORCO							
<input type="checkbox"/> Cancel	ePro Vendor Number				ePro Contract Number			
County Department			Dept.	Orgn.	Contractor's License No.			
Behavioral Health			MLH	MLH				
County Department Contract Representative			Telephone		Total Contract Amount			
Dennis Terrones			(909) 382-3032		\$ 471,402			
Contract Type								
<input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Encumbered	<input type="checkbox"/> Unencumbered	<input type="checkbox"/> Other:					
If not encumbered or revenue contract type, provide reason:								
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount			
94876		July 1, 2012	June 30, 2014	\$471,402	\$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount		
RCT	MLH	CSS	200	2445	AGEWV	\$ 471,402		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
RCT						\$		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
						\$		
Project Name			Estimated Payment Total by Fiscal Year					
Superior Court of			FY	Amount	I/D	FY	Amount	I/D
California County of San			FY 12/13	\$235,701	---	---	---	---
Bernardino, Mental Health			FY 13/14	\$235,701	---	---	---	---
Counselor's Office								

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name
 Superior Court of California, County of San Bernardino
 Address
 303 West Third Street, 4th Floor
 San Bernardino, CA 92415
 Telephone Federal ID No. or Social Security No.
 (909) 708-8747

hereinafter called Contractor

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WITNESSETH:

WHEREAS, 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:

Auditor/Controller-Recorder Use Only	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

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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. 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.
- C. 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.
- D. The term "Director," unless otherwise stated, refers to the Director of DBH for the County of San Bernardino.
- E. Definition of MHC. The term MHC refers to the Superior Court of California County of San Bernardino Mental Health Counselor's Office.
- F. Definition of DBH. The term DBH refers to the San Bernardino County Department of Behavioral Health.

II. Contract Supervision

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.

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 Federal and State laws and regulations as 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. It is understood that the Contractor does not supervise the DBH or its staff. It is further understood that the Director, DBH, does not supervise the Contractor and its staff. The primary interface between the DBH and Contractor is between the Administrator of the Superior Court of California County of San Bernardino Mental Health Counselor's Office and the DBH Adult and Older Adult Program Managers.
- C. 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, and 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.

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

2. Availability of Records

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

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 appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy and shall be retained for at least seven (7) years from the date of final payment or final settlement, or until audit findings are resolved, whichever is longer.

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.

The Contractor shall maintain client and community service records in compliance with all regulations set forth by the State Department of Mental Health (DMH) and provide access to clinical records by DBH staff.

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

The Contractor shall agree to maintain and retain all appropriate service and financial records for a period of at least seven (7) years, or until audit findings are resolved, whichever is later.

3. Assistance by Contractor

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

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

E. DBH Research and Evaluation Activities

1. The DBH Research and Evaluation Section (R&E) will collect important outcome information from targeted consumer groups and Contractor throughout the term of this Agreement. R&E will notify the Contractor when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining the information needed.
2. Research cannot be conducted without the prior written approval of the Director of the DBH. Any approved research must follow the guidelines in the DBH Research Policy.

F. Cultural Competency

The State Department of Mental Health mandates counties to develop and implement a Cultural Competency Plan. This Plan applies to all DBH services. Policies and procedures and all services must be culturally and linguistically appropriate. Contract agencies will be included in the implementation process of the most recent state approved cultural competency plan for the County of San Bernardino and shall adhere to all cultural competency standards and requirements.

1. Cultural and Linguistic Competency. Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals that enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.
 - a. The Contractor shall be required to assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective behavioral health and substance abuse services.
 - b. The DBH recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet

culturally-unique needs. Providing medically necessary specialty behavioral health and substance abuse services in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective behavioral health and substance abuse services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost-effective.

- c. To assist the Contractor's efforts towards cultural and linguistic competency, the DBH shall provide the following:
 - i. Technical assistance to the Contractor regarding cultural competency implementation.
 - ii. Demographic information to the Contractor on service area for service(s) planning.
 - iii. Cultural competency training for Department and Contractor personnel. Contractor staff is encouraged to attend at least one cultural competency training per year.
 - iv. Interpreter training for Department and Contractor personnel.
 - v. Technical assistance for the Contractor in translating behavioral health and substance abuse services information to the DBH's threshold language (Spanish).

G. Site Inspection

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

H. 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 arising from performance of this Contract, 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.

IV. Funding

- A. The maximum financial obligation of the County is limited by the available State and County funds as indicated in the attached Schedules A and B. The maximum financial

obligation of the County under this Agreement shall not exceed the sum referenced in Schedules A and B.

- B. Funding is subject to availability. Each fiscal year period July 1 through June 30 is accounted for separately with costs and services only for that period. Any unspent fiscal year allocation does not roll over and is not available in future years. Each fiscal year period will be settled to Federal and/or State cost reporting accountability.
- C. It is understood between the parties that Schedules A and B are budgetary guidelines required by the State of California. However, the maximum financial obligation of County under this Agreement is limited by mode of service reported in Schedules A and B. Funds may not be transferred between modes of service without the prior written approval of the Director or designee. The Contractor may submit new Schedules A and/or B prior to April 15th of the operative fiscal year.
- D. Contractor agrees to renegotiate the dollar value of this Contract, at the option of the County, if the annualized projected minutes/hours of time 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 for the modes of service as reported in Schedules A and B or as revised and approved by the Director in accordance with Article IV Funding, Paragraph C, above.
- E. If the annualized projected minutes/hours of time 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 minutes/hours of time reported in Schedules A and B, or as revised and approved by the Director or designee in accordance with Article IV Funding, Paragraph C, above, the County and Contractor agree to meet and discuss renegotiating this Agreement to accommodate the additional minutes/hours of time provided. Contractor must timely notify the County of Contractor's desire to meet.
- F. Contractor shall have a written policy which outlines the allocation of the administrative indirect costs. This policy and allocation should follow the guidelines set forth in OMB circular A-122, Cost Principles for Non-Profit Organization, and the cost allocation method must be acceptable, consistent, and based on actual data (costs, labor hours, etc.) from current fiscal year. If current data is not available, the most recent data will be used. The Contractor will reconcile its indirect cost immediately following the receipt of actual current fiscal year data. Contractor is to notify DBH in writing if rate changes.

V. Payment

- A. During the term of this Agreement, the County shall make interim payments to Contractor on a monthly basis as follows:
 - 1. Reimbursement for MHSA services provided by Contractor will be at the actual cost to Contractor in providing said services.
- B. Pending a final settlement between the parties based upon the post Contract audit, it is agreed that the parties shall make preliminary cash settlement within seventy-five (75)

days of the expiration date of this Agreement as described in Article VII Preliminary Settlement: Cost Report.

- C. 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
- D. Contractor shall be in compliance with the Deficit Reduction Act of 2005, Section 6032 Implementation. As a condition of payment for services, goods, supplies and merchandise provided to beneficiaries in the Medical Assistance Program ("Medi-Cal"), providers must comply with the False Claims Act employee training and policy requirements in 1902(a) of the Social Security Act (42 USC 1396(a) (68)), set forth in that subsection and as the federal Secretary of Health and Human Services may specify.
- E. As this Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 (ARRA), signed into law on February 17, 2009, Contractor shall comply with the terms and conditions as set forth and hereby incorporated by this reference as Attachment VII.
- F. The 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).
- G. The Contractor shall submit to the DBH, monthly in arrears, its claims for reimbursement (See Attachment IV) for the previous month, and at those times as shall be required by the DBH. Claims for reimbursement shall be completed and forward to DBH within 10 days after the close of the month in which services were rendered. Documentation showing detail of actual costs must be attached to the claims for reimbursement.

VI. Electronic Signatures

- A. The State Department of Mental Health (DMH) and Alcohol and Drug Programs (ADP) have each respectively established the requirements for electronic signatures in electronic health record systems. DBH has sole discretion to authorize contractors to use e-signatures as applicable. If a contractor desires to use e-signatures in the performance of this contract, the contractor shall:
 - 1. Submit the request in writing to DBH Office of Compliance at the following address:

DBH Office of Compliance
268 W. Hospitality Ln., Ste. 400
San Bernardino, CA. 92415
 - 2. Fulfill all requisite pre-conditions and meet all the latest requirements of DBH, DMH and/or ADP.

3. Obtain prior written approval from the Director of DBH or his designee.
- B. DBH reserves the right to terminate e-signature authorization at will.

VII. Preliminary Settlement: Cost Report

- A. Not later than **seventy-five (75)** days after the expiration date or termination of this Contract, unless otherwise notified by County, the Contractor shall provide the County DBH with a complete and correct annual standard State of California Cost Report, when appropriate, except as otherwise noted in this Contract.
- B. These cost reports shall be the basis upon which a preliminary settlement will be made between the parties to this Agreement. In the event of termination of this Contract by Contractor pursuant to Article XI Duration and Termination, Paragraph C., the preliminary settlement will be based upon the actual minutes/hours of time which were provided by Contractor pursuant to this Contract.
- C. Notwithstanding Article IX Final Settlement: Audit, Paragraph E., 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 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.
- D. The cost of services rendered shall be adjusted to the lowest of the following:
1. Actual costs for direct treatment services;
 2. Maximum Contract amount.
- E. In the event the Contractor fails to complete the cost report(s) when due, the County may, at its option, withhold any monetary settlements due the Contractor until the cost report(s) is (are) complete.
- F. Only the Director or designee may make exception to the requirement set forth in this Article VII Preliminary Settlement: Cost Report, Paragraph A., above, by providing the Contractor written notice of the extension of the due date.
- G. If the 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 Article V Payment of this Agreement. Contractor shall reimburse the full amount of all payments made by County to Contractor within a period of time to be determined by the Director.
- H. No claims for reimbursement will be accepted by the County after the cost report is submitted.

VIII. Records and Reports

- A. The Contractor shall submit the attached Monthly Statistical Report Worksheet, Attachment I, with the monthly Claim for Reimbursement (Attachment IV), to DBH monthly. The Monthly Statistical Report Worksheet shall be completed and forwarded to DBH within ten days after the close of the month in which services were rendered.
- B. The Contractor shall submit to DBH annually the Annual Statistical Report Summary, Attachment III, attached. The Annual Statistical Report Summary shall be completed and forwarded to DBH as established by the Adult and Older Adult Program Managers.
- C. The Contractor shall submit to DBH monthly, with the monthly Claim for Reimbursement, the Monthly Statistical Report Worksheet, Attachment I, attached. The Monthly Statistical Report Worksheet shall be completed and forwarded to DBH within ten days after the close of the month in which services were rendered (Attachment I). The Contractor will also complete the Universal Charge Data Invoice (CDI), Attachment II, on a daily basis and forward to the Forensics Program Manager or designee.
- D. The Contractor shall submit to DBH annually the Annual Statistical Report Summary, Attachment III, attached. The Annual Statistical Report Summary shall be completed and forwarded to DBH as established by the Forensic Program Manager II (Attachment III).

IX. Final Settlement: Audit

- A. Contractor agrees to maintain and retain all appropriate service and financial records for a period of at least seven years, or until audit findings are resolved, whichever is later. This is not to be construed to relieve Contractor of the obligations concerning retention of medical records as set forth in Article XIX Medical Records/Protected Health Information, Paragraphs A and B.
- B. Contractor agrees to furnish duly authorized representatives from County and State access to patient/client records and to disclose to State and County representatives all financial records necessary to review or audit Contract services and to evaluate the cost, quality, appropriateness and timeliness of services. Said County or State representative shall provide a signed copy of a confidentiality statement similar to that provided for in Section 5328(e) of the Welfare and Institutions Code, when requesting access to any patient records. Contractor will retain said statement for its records.
- C. If the appropriate agency of the State of California, or the County, determines that all, or any part of, the payments made by County to Contractor pursuant hereto are not reimbursable in accordance with this Agreement, said payments will be repaid by Contractor to County. In the event such payment is not made on demand, County may withhold monthly payment on Contractor's claims until such disallowances are paid by Contractor and/or 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 County and the DMH. 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 State of California Schedule of Maximum Allowances, the difference shall be reimbursed on demand by Contractor to 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.
- E. 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.
- F. 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.

X. Contract Performance Notification

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, notification will be made within one working day, in writing and by telephone to the County.

XI. Duration and Termination

- A. The term of this agreement shall be from July 1, 2012 through June 30, 2014 inclusive. The County may, but is not obligated to, extend awarded contract(s) for up to one additional one-year periods contingent on the availability of funds and Contractor performance.
- B. This agreement may be terminated immediately by the Director at any time if:
 - 1. The appropriate office of the State of California indicates that this agreement is not subject to reimbursement under law; or
 - 2. There are insufficient funds available to County; or
 - 3. The 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.
- C. Either the Contractor or Director may terminate this agreement at any time for any reason or no reason by serving 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.

XII. Patient/Client Billing

- A. Contractor shall exercise diligence in billing and collecting fees from patients for services under this agreement.
- B. The State of California "Uniform Method of Determining Ability to Pay" (UMDAP) shall be followed in charging clients for services under this agreement.
- C. The State of California "Uniform Billing and Collection Guidelines" shall be followed in the billing and collecting of patient fees.

XIII. 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 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. If 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. Contractors 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.
- D. **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.

XIV. Licensing and Certification

- A. Contractor shall operate continuously throughout the term of this agreement with all licenses, certifications and/or permits as are necessary to the performance hereunder. Failure to maintain a required license or permit may result in immediate termination of this contract.
- B. Contractor shall ensure all service providers apply for, obtain and maintain the appropriate certification, licensure, registration or waiver prior to rendering services. Service providers may not render services without a valid certification, licensure, registration or waiver.
- C. Contractor shall comply with applicable provisions of the:
 - 1. Business and Professions Code, Division 2
 - 2. California Code of Regulations, Title 16
- D. Contractor shall comply with the United States Department of Health and Human Services, Office of Inspector General (OIG) requirements related to eligibility for participation in Federal and State health care programs.
 - 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 control interest of the Contractor for eligibility against the United States General Service Administration's Excluded Parties List System (EPLS) and the OIG's List of Excluded Individuals/Entities (LEIE) respectively to ensure that Ineligible Persons are not employed or retained to provide services related to this Contract.
 - a. The EPLS can be accessed at <http://www.epls.gov/>.
 - b. The LEIE can be accessed at <http://oig.hhs.gov/fraud/exclusions.asp>.
 - 3. If the Contractor receives Medi-Cal reimbursement, Contractor shall review the organization and all its employees, subcontractors, agents and physicians for eligibility against the California Department of Health Care Services Suspended and Ineligible Provider List to ensure that Ineligible Persons are not employed or retained to provide services related to this Contract.

- a. The Suspended and Ineligible Provider List can be accessed at <http://files.medi-cal.ca.gov/pubsdoco/bulletins/artfull/part1201202.asp>.
4. Contractor shall certify that no staff member, officer, director, partner, or principal, or sub-contractor is “excluded” or “suspended” from any federal health care program, federally funded contract, state health care program or state funded contract. This certification shall be documented by completing the Attestation Regarding Ineligible/Excluded Persons (Attachment VIII) at time of the initial contract execution and annually thereafter. The Attestation Regarding Ineligible/Excluded Persons shall be submitted to the following program and address:

DBH Office of Compliance
268 W. Hospitality Lane, Suite 400
San Bernardino, CA 92415
5. Contractor acknowledges that Ineligible Persons are precluded from providing Federal and State funded health care services by contract with County in the event that they are currently sanctioned or excluded by a Federal or State law enforcement regulatory or licensing agency.

XV. Administrative Procedures

- A. Contractor agrees to adhere to all applicable provisions of:
 1. State DMH Information Notices, and;
 2. County DBH Standard Practice Manual (SPM). Both the State DMH Information Notices and DBH SPM are included as a part of this contract by reference.
- B. If a dispute arises between the parties to this agreement concerning the interpretation of any State DMH Information Notice or a policy/procedure within the DBH SPM, the parties agree to meet with the Director to attempt to resolve the dispute.
- C. State DMH Information Notices shall take precedence in the event of conflict with the terms and conditions of this agreement.

XVI. Laws and Regulations

- A. Contractor agrees to comply with all relevant Federal and State laws and regulations inclusive of future revisions and comply with all applicable provisions of:
 1. Mental Health Plan (MHP) contract with the State Department of Mental Health
 2. California Code of Regulations Title 9
 3. California Code of Regulations Title 22
 4. Welfare and Institutions Code, Division 5
 5. Policies as identified in State policy letters and the Cost Reporting/Data Collection (CR/DC) Manual, latest edition.
- B. Health and Safety

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

- C. Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the requirements of the Health Information Technology for Economic and Clinical Health Act, 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) otherwise defined as Protected Health Information (PHI) or electronic Protected Health Information (ePHI). The HIPAA Privacy and Security Regulations specify requirements with respect to contracts between an entity covered under the HIPAA Privacy and Security Regulations and its Business Associates. A Business Associate is defined as a party that performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunction therewith, gains access to IIHI, or PHI or ePHI. Therefore, in accordance with the HIPAA Privacy and Security Regulations, Contractor shall comply with the terms and conditions as set forth in the attached Business Associate Agreement, hereby incorporated by this reference as Attachment V.

D. Program Integrity Requirements:

1. General Requirement. Pursuant to Title 42 C.F.R. Section 438.608, Contractor must have administrative and management arrangements or procedures, including a mandatory compliance plan that are designed to guard against fraud and abuse.
2. Compliance Program. County 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. If Contractor has established its own Compliance Program, Contractor shall provide documentation to County 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 program must include the designation of a compliance officer and compliance committee that is accountable to senior management and/or Board of Directors in addition to the specific requirements listed below.

Should the Contractor develop its own Compliance Plan, it shall submit the plan prior to implementation to the following DBH Program for review and approval:

DBH Office of Compliance
268 W. Hospitality Lane, Suite 400
San Bernardino, CA 92415

3. Specific Requirements. The administrative and management arrangements or procedures must include the following:
 - a. **Policies and Procedures:** Written policies and procedures that articulate

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

i. Contractor shall maintain documentation, verification or acknowledgement that the Contractor's employees, subcontractors, interns, volunteers, and members of Board of Directors are aware of these Policies and Procedures and the Compliance Program.

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

i. If Contractor elects to develop and adopt its own Code of Conduct, such document shall be reviewed and approved, in writing, by the County.

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 that such persons have received, read, understand and will abide by said Code.

c. **Excluded/Ineligible Persons:** Contractor shall comply with Article XIV Licensing and Certification of this contract related to excluded and ineligible status in Federal and State health care programs.

d. **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 service providers maintain current licensure/credential/registration/waiver status as required by the respective licensing Board. Contractors shall ensure the Staff Master is updated with the current employment and license/credential/registration/waiver status in order to bill for services.
- e. **Response to Detected Offenses:** Contractor shall respond to and correct detected offenses relating to this contract promptly. Contractor shall be responsible for developing corrective action initiatives for offenses.
 - f. **Compliance Training:** Contractor is responsible for conducting Compliance Training, if it has a Compliance Program that is approved by DBH. Contractor is encouraged to attend DBH Compliance trainings, as offered and available.
 - g. **Enforcement of Standards:** Contractor shall enforce compliance standards uniformly and through well-publicized disciplinary guidelines. If Contractor does not have a Compliance Program, the County requires the Contractor utilize DBH policies and procedures as guidelines when enforcing compliance standards
 - h. **Communication:** Contractor shall establish and maintain effective lines of communication between the Compliance Officer for the Contractor and the employees. If a Contractor does not have an approved Compliance hotline, the County shall provide use of its DBH Compliance Hotline (800) 398-9736, for Contractor employees.
 - i. In accordance with the Termination paragraph of this Agreement, 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 County's sole discretion, Contractor may be allowed up to thirty (30) days for corrective action.

XVII. Patients' Rights

Contractor shall take all appropriate steps to fully protect patients' rights, as specified in Welfare and Institutions Code Sections 5325 et seq.

XVIII. Confidentiality

Contractor agrees to comply with confidentiality requirements contained in Health Insurance Portability and Accountability Act (HIPAA) of 1996, commencing with subchapter C, and Welfare and Institutions Code, commencing with Section 5328.

XIX. 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 County's review.
 2. The minimum legal requirement for the retention of medical records is:
 - a. For adults and emancipated minors, seven (7) years following discharge (last date of service);
 - b. For unemancipated minors, at least one year after they have attained the age of 18, but in no event less than seven (7) years following discharge (last date of service).
 - 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. Contractor shall ensure that all patient/client records comply with any additional applicable State and Federal requirements.
- C. Contractor agrees to furnish duly authorized representatives from County and State access to patient/client records.
- D. The Protected Health Information under this Contract shall be and remain the property of the County. The Contractor agrees that it acquires no title or rights to the Protected Health Information.
- E. In the event this contract is terminated, Contractor shall deliver or make available to DBH all data, reports, records and other such information and materials that may have been accumulated by Contractor under this Contract, whether completed, partially completed or in progress within seven (7) calendar days of said termination.
- F. If the Contractor shall cease operation of its business, the County shall store the medical records for all the Contractor's county funded clients.

1. The Contractor shall be responsible for the boxing, indexing and delivery of any and all records that will be stored by the County medical records department. Contractor shall arrange for delivery of any and all records to the County medical records department within seven calendar days (this may be extended to (30) thirty calendar days with approval of DBH) of cessation of business operations.
 2. 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).
 3. The Contractor shall maintain responsibility for the medical records of non-county funded clients.
- G. In the event the contract is terminated or the Contractor ceases operations, Contractor shall return all electronic Protected Health Information received from or created by its subcontractor, employees or agents on behalf of the Contractor to the County for the sole purpose of final destruction from Contractor's electronic devices, within (7) seven calendar days (this may be extended to (30) thirty calendar days with the approval of DBH), of cessation of business or termination of contract.

XX. Quality Assurance/Utilization Review

- A. Contractor agrees to be in compliance with Laws and Regulations as listed in Article XVI of this contract.
- B. Contractor agrees to implement a Quality Improvement Program as part of program operations. This program will be responsible for monitoring Documentation, Quality Improvement and Quality Care issues. Contractor will submit to DBH Quality Management Division on an annual basis, any tools/documents used to evaluate Contractor's Documentation, Quality of Care and the Quality Improvement process.
- C. When Quality of Care documentation or issues are found to exist by DBH, Contractor shall submit a plan of correction to be approved by DBH Quality Management/Compliance Unit.
- D. Contractor agrees to be part of the County Quality Improvement planning process through the annual submission of Quality Improvement Outcomes in County identified areas.

XXI. 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.

XXII. 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, it **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 the 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.

Any subcontracting agency must be approved in writing by DBH and shall be subject to all applicable provisions of this Contract. The Contractor will be fully responsible for any performance of a subcontracting agency. DBH will not reimburse Contractor or Subcontractor for any expenses rendered by a subcontractor **NOT** approved in writing by DBH.

B. Ineligible Persons

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

XXIII. 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 Article XXIV Indemnification and Insurance, Part A.

XXIV. Indemnification and Insurance

A. As Departments of San Bernardino County, DBH and Mental Health Counselor's Office are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this contract.

B. Waiver of Per Capita Risk Allocation - The parties waive the per capita risk allocation set forth in Government Code section 895.6. Instead, they agree if one of them is held liable upon any judgment for damages caused by a negligent or wrongful act or omission in

the performance of this Agreement, the parties' respective pro-rata shares in satisfaction of the judgment will be determined by applying principles of comparative fault.

XXV. Nondiscrimination

- A. General. Contractor agrees to serve all patients without regard to race, color, sex, religion, national origins or ancestry pursuant to the Civil Rights Act of 1964, as amended (42 USCA, Section 2000 D), and Executive Order No. 11246, September 24, 1965, as amended.
- B. Individuals with Disabilities. Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 1202 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto.
- C. Employment and Civil Rights. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:

- 1. Equal Employment Opportunity Program: The 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 Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, 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.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from County DBH Contracts Unit.

- 2. Civil Rights Compliance

The 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 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.

XXVI. Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of 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.

XXVII. 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 County 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.

XXVIII. Environmental Requirements

In accordance with County Policy 11-10, the County prefers to acquire and use products with higher levels of post-consumer recycled content. To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB939), Contractor must be able to annually report the County's environmentally preferable purchases using **Attachment IX**. Service providers are asked to report on environmentally preferable goods and materials used in the provision of their services to the County.

XXIX. 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.

- Intentionally Left Blank -

XXX. Conclusion

- A. This agreement consisting of twenty-four (24) pages, Schedules, Addenda, and Attachments inclusive is the full and complete document describing the services to be rendered by Contractor to 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.

COUNTY OF SAN BERNARDINO

► _____
Josie Gonzales, Chair, Board of Supervisors

Dated: _____

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

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

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

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

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

Title _____
(Print or Type)

Dated: _____

Address _____

Approved as to Legal Form

► _____
Frank Salazar, Deputy County Counsel

Date _____

Reviewed by Contract Compliance

► _____
DBH Contract Unit

Date _____

Presented to BOS for Signature

► _____
Department Head

Date _____

**MENTAL HEALTH SERVICES PROVIDED BY
Superior Court of California County of San Bernardino, Mental Health Counselor's
Office**

Program Site: Superior Court of California
County of San Bernardino
Mental Health Counselor's Office
400 North Pepper Avenue
Colton, CA 92324
(909) 580-1812

**MENTAL HEALTH COUNSELOR AND ASSISTANT MENTAL HEALTH COUNSELOR JOB
SERVICES**

I. GENERAL

- A. The Office of the Mental Health Counselor (MHC) shall operate in accordance with Sections 6775 through 6779 of the Welfare and Institutions Code.
- B. The Office of the Mental Health Counselor shall be the designated office or agency for San Bernardino County to provide prepetition screening pursuant to Section 5200 et seq. of the Welfare and Institutions Code.
- C. The MHC shall serve as hearing officer pursuant to Welfare and Institutions Code Section 5256 et seq, when requested by DBH, only in cases where no other hearing officer appearing on the list of hearing officers approved pursuant to Welfare and Institutions Code Section 5256.1 is available. In cases where a possible conflict of interest may be evident, the MHC shall excuse himself/herself from that specific hearing (i.e., when a patient was detained initially by the MHC; was served with a certification by the MHC; or was the subject of a court ordered evaluation initiated by the MHC, etc.).
- D. The Superior Court shall insure that the MHC is employed on a full-time basis and possesses a Master's Degree in social work, Master's Degree in Marriage and Family Counseling or a Ph.D. in Psychology. The MHC shall be duly licensed as a Licensed Clinical Social Worker, or a Licensed Psychologist or a Licensed Marriage and Family Therapist.
- E. The MHC may employ other qualified employees as deputies or assistants to the Mental Health Counselor. The Superior Court shall insure that the Assistant MHC possesses a graduate degree in behavioral sciences.

II. MENTAL HEALTH PROMOTION

The MHC shall:

- A. Provide professional consultation and information services concerning mental health laws, procedures, and resources to community persons, professionals, and other community groups or agencies to expand their mental health knowledge and skills.
- B. Provide general presentations to community groups concerning mental health laws and resources.
- C. Consult with families, conservators, and others concerning mental health issues.

III. COMMUNITY CLIENT CONTACT

The MHC shall:

- A. Provide short-term crisis intervention services directed toward strengthening individual coping skills and abilities during stressful life situations and to provide alternatives to hospitalization.
- B. Provide assessment and referral services for individuals referred by the DBH, the public, law enforcement, or the courts.
- C. Provide prepetition screening services as required by the court and defined in Section 5200 et seq. of the Welfare and Institutions Code.
- D. Advise mental health patients of their legal rights, including their rights of a certification review hearing and judicial review when certified for 14 days of intensive treatment and when placed under temporary conservatorship, when requested by the DBH.
- E. Consult with Behavioral Health staff regarding the care and treatment of specific mental health patients.

MENTAL HEALTH COUNSELOR'S OFFICE Monthly Statistical Report

Month: _____

A. Community Client Contacts
(Directly to, or for, a specific client)

	UNITS	HOURS
Prepetition Screening	_____	_____
Assessment & Referrals	_____	_____
Crisis Intervention	_____	_____
Legal Rights Advisement	_____	_____
Legal Rights Certifications	_____	_____
Consultation with DMH on a specific client	_____	_____
Consultation with Designated Facility on a specific client	_____	_____
Subtotal	_____	_____

Number of Different Clients Served
(Unduplicated Count): _____

B. Mental Health Promotion
(Consultation, Education and Information not for a specific client)

	HOURS
Designated Facilities	_____
Individual/Family	_____
Conservators	_____
Agency/Professional	_____
Formal Presentation to Groups	_____
Courts and Police Departments	_____
Subtotals (Hours)	_____

C. Travel (Hours) _____

D. Other (Hours - Specify): _____

E. A narrative status report is to accompany this form.

TOTAL STAFF HOURS _____
(Subtotal A + Subtotal B + C + D)

Universal CDI Code Set by Type (as of 1 July 2006)

Administrative Codes

300 No Show
302 No Show Walk-In

(ACT)

304 Rescheduled
305 Clinic Canceled
306 Patient Canceled Walk-In
307 Appt Rescheduling
309 Patient Canceled
403 Leave and Holiday
404 Training Given
405 Training Received
406 Dept Travel Time
407 Local Meeting
408 Departmental Meeting
409 Interagency Meeting
410 Other Meeting
418 Approved Special Assignment
419 Administrative Duties NOS
457 Clinical Supervision Provided
458 Clinical Supervision Received
459 Admin Supervision Provided
460 Admin Supervision Received

Assessment Codes

331 Assessment
332 Assessment AB2726
333 Assessment Walk-In
334 Assessment Hosp Aftercare
337 Assessment Telmed
684 Assessment Healthy Homes

CalWORKs Codes

310 Collateral
320 Psych Testing
330 Assessment
340 Family Therapy
340 Individual Therapy
350 Group Therapy
360 Medications
370 Crisis Intervention
520 MHS Plan Development
550 Rehab/ADL

Case Management Codes

541 Placement Service
542 Placement Services AB2726
544 Placement Hospital Aftercare
561 Linkage & Consultation
562 Linkage & Consultation AB2726
564 Case Mgmt Walk-In
566 Link/Cons Hospital Aftercare
567 Linkage Telmed
571 Plan Development Case Mgmt
572 Plan Development AB2726
574 Plan Devel CM Hosp Aftercare
579 Plan Devel CM AB2726
693 Healthy Homes Placement

696 Link/Consultation Healthy Homes
697 Plan Devel CM Healthy Homes

Collateral Codes

311 Collateral
312 Collateral AB2726
313 Family Collateral
314 Collateral HAS
315 Collateral
316 Collateral Walk-In
317 Collateral Telmed
681 Collateral Healthy Homes
683 Family Coll Healthy Homes

Conservatorship Invest

621 Conservatorship Invest
631 Conservatorship Admin
Crisis Intervention Codes
371 Crisis Intervention
372 Crisis Intervention AB2726
373 Crisis Walk-In
377 Crisis Telmed
688 Crisis Healthy Homes

Day Treatment Codes

286 Half Day Intens Day Tx AB
291 Day Tx Habil Half Day
292 Day Care Habil AB2726
295 Day Tx Habil Full Day
296 AB Day Tx Habil Full

Group Billing Codes

351 Group
351 Family Group
352 Group AB2726
686 Group Healthy Homes

Individual Therapy Codes

341 Individual
341 Family/Individual
342 Individual AB2726
347 Individual Telmed
685 Individual Healthy Homes

Indirect (non-billed) Services

411 Mental Health Promotion Adult
412 MH Promotion AB2627
417 Mental Health Promotion Child
420 AB2627 Mediation/Due Process
421 Community Client Contact Adult
422 CC Contact AB2726
423 Interpretation Services
427 Community Client Contact Child
433 DT Tx Support Adult
434 DT Tx Support AB2726
437 DT Tx Support Child
442 Classroom Observation
452 I.E.P.
461 Placement Evaluation
462 Hospital Liaison
463 Court Appearances
661 Case Mgmt Support

662 Case Mgmt Support AB2726
TBS Service
581 Therapeutic Behavioral Service

Medication Support Codes

361 Medication
362 Medication AB2726
363 Medication Walk-In
367 Meds via Telmed
687 Meds Healthy Homes
MHS Plan Development Codes
521 Plan Development
522 Plan Development AB2726
524 Plan Devel.Hospital Aftercare
691 Plan Development Healthy Homes

Psych Testing Codes

321 Psych Testing
322 Psych Testing AB2726
Quality Assurance Codes
395 QA Case Review/Direct
451 Non Medi Cal QA Chart Audit
454 MediCal QA Chart Audit
455 QA Committee Meeting/Indirect
456 QA Administration/Indirect

Rehab/ADL Codes

551 Rehab/ADL
552 Rehab/ADL AB2726
554 Rehab/ADL Hospital Aftercare
557 Rehab ADL Telmed
695 Rehab/ADL Healthy Homes

Unbilled Direct Service Codes

339 Assessment AB2627 NBC
330 Assessment NBC
310 Collateral NBC
319 Collateral AB2627 NBC
620 Conservatorship Investigation
379 Crisis Inter AB2627 NBC
370 Crisis Intervention NBC
539 Emergency Inter AB2627 NBC
530 Emergency Intervention NBC
519 Evaluation AB2726 NBC
510 Evaluation NBC
359 Group AB2627 NBC
350 Group NBC
349 Individual AB2726 NBC
340 Individual NBC
402 Intake No Show AB2726
289 Intens Day Tx AB2627 NBC
569 Linkage & Advocacy AB2726 NBC
560 Linkage & Consultation NBC
360 Medication NBC
369 Medication AB2627 NBC
549 Placement Services AB2726 NBC
540 Placement Services NBC
529 Plan Development AB2726 NBC
570 Plan Development Case Mgmt
520 Plan Development NBC
329 Psych Testing AB2627 NBC

320 Psych Testing NBC
559 Rehab/ADL AB2627 NBC
550 Rehab/ADL NBC

Evidence-Based Practices/Service Strategies EBP/SS

01 Assertive Community Treatment
02 Supportive Employment
03 Supportive Housing
04 Family Psychoeducation
05 Integrated Dual Diagnosis Treatment
06 Illness Management
07 Medication Management
08 New Generation Medications
09 Therapeutic Foster Care
10 Multisystemic Therapy
11 Functional Family Therapy
50 Peer and/or Family Delivered Services
51 Psychoeducation
52 Family Support
53 Supportive Education
54 Delivered in Paternship with Enf Law Enforcement
55 Delivered in Partnership with Health Care
56 Delivered in Partnership with Social Services
57 Delivered in Partnership with Substance Abuse Services
58 Integrated Services for Mental Health
59 Integrated Services for Mental Health And developmental Disability
60 Ethnic-Specific Service Strategy
61 Age-Specific Service Strategy
99 Unknown Evidence-Based Practice/Service Strategy

Service Location Codes

1 DBH Site
2 Field/OOC
3 Non Face-to-Face Service
4 Home
5 School
6 Satellite
7 [Not Used]
8 Jail
9 Inpatient
10 Homeless
11 Faith-based (Church,temple,etc)
12 Health Care/Primary Care
13 Age Specific Community Center
14 Client's Job Site
15 Licensed Care Residential Adult
16 Mobile Service
17 Non-traditional service location
18 Other Community location
19 Residential Care/Facility/Community Treatment Facility
20 Telehealth
21 Unknown

GENERAL INSTRUCTIONS

Universal Charge Data Invoice (CDI) - Mental Health Services

Revised July 1, 2006

The Charge Data Invoice (CDI) provides data relevant to services that have been provided so that billing or other cost allocation may be done. All services and CDI categories are now combined on a single page.

The CDI is completed for each workday and is submitted no later than the next day.

Information provided on the CDI must be accurate. It is unethical to distort information provided on the CDI. Inaccuracies may be viewed by the Department's Compliance Unit and by the Federal government as fraud.

See Outpatient Chart Manual Section 11 for detailed billing information. For exact service definitions, see DBH Service Function/Scope of Practice Summary and DBH MAA definitions.

A listing of common procedure codes in use as of Nov 2004 is on the second page of the universal CDI and may be printed on the back of the CDI if desired. A current and complete listing is also available in the CDI Code Summary on the clinical_rec site.

Please note: Day Treatment billing is done using a printout from SIMON and is not included on this Universal CDI.

ENTRIES:

1. Clinic Name
2. Reporting Unit in SIMON used as tracking number for site or service type
3. Service Date is the date the billed service occurred
4. Primary Staff Number is the SIMON staff number of the primary service staff.
5. Client Number is the SIMON registration number of client.
6. Client Name as it appears in medical record.
7. Procedure Code - enter the procedure code for the service provided as identified in the chart note heading. Service type abbreviations on the CDI are the chart note headings that are to be used in chart notes. Please note that the same procedure code number is used in some cases for more than one service — e.g., 551 MHS-Rehab/ADL-Ind. and 551 MHS-Rehab/ADL-Grp.
8. Group Count is the number of clients in a group.
9. Primary Staff Time is the time spent on the service, related Plan Development, and charting for that service by the primary staff person, to the minute as near as possible — i.e., 1:26, 0:14 etc.; same as time entered on interdisciplinary note in chart for that person for that service.
10. Co-Staff Number is the SIMON number of co-staff if there was a co-staff for the service.
11. Co-Staff Time was time spent on the service, related Plan Development, and charting for that service by the co-staff person, to the minute as near as possible — i.e., 1:26, 0:14, etc.; same as time entered on interdisciplinary note in chart for that person for that service.
12. Service Location. Please see service location codes back of CDI or on chart forms. Must be same service location as entered on interdisciplinary note in chart for that service. For MAA service, please enter one of the two MAA Provider codes (SPMP provider 9, non-SPMP provider 8).
13. **EBP/SS. Please see Evidence-Based Practices/Service Strategies codes back of CDI. Can enter up to 3 codes.**
14. Clk. OK is a check box used by clerical staff to keep track of data entry lines and/or for checking data entry.
15. Staff signature affirms that all entries meet the requirements of the certification statement.
16. Data Entry Done By and Date Entered for use by clerk entering CDI data into SIMON.

MENTAL HEALTH COUNSELOR'S OFFICE Annual Statistical Report Summary

Fiscal Year _____

A. Community Client Contacts
(Directly to, or for, a specific client)

	UNITS	HOURS
Prepetition Screening	_____	_____
Assessment & Referrals	_____	_____
Crisis Intervention	_____	_____
Legal Rights Advisement	_____	_____
Legal Rights Certifications	_____	_____
Consultation with DMH on a specific client	_____	_____
Consultation with Designated Facility on a specific client	_____	_____
 Subtotal	 _____	 _____

Number of Different Clients Served
(Unduplicated Count): _____

B. Mental Health Promotion
(Consultation, Education and Information
not for a specific client)

	HOURS
Designated Facilities	_____
Individual/Family	_____
Conservators	_____
Agency/Professional	_____
Formal Presentation to Groups	_____
Courts and Police Departments	_____
 Subtotals (Hours)	 _____

C. Travel (Hours) _____

D. Other (Hours - Specify): _____

E. A narrative status report is to accompany this form.

TOTAL STAFF HOURS _____
(Subtotal A + Subtotal B + C + D)

SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH

MONTHLY CLAIM FOR REIMBURSEMENT

AGENCY: _____
 CLAIM FOR SERVICE MONTH/YEAR: _____

DATE: _____
 PROVIDER NO: _____

ONLY COMPLETE THE PROGRAM SERVICE THAT PERTAINS TO YOUR AGENCY

Program Service for Negotiated Net Amount Contracts Only:	FOR COUNTY USE ONLY
Month's Negotiated Net Amount \$ _____ Days # _____	Approved \$ _____

Program Service for Negotiated Rate Contracts Only:	FOR COUNTY USE ONLY																																				
<table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align:left;">Provider #</th> <th style="text-align:left;">Rate</th> <th style="text-align:left;">Mo. Units</th> <th style="text-align:left;">Mo.Amt.Claimed</th> </tr> </thead> <tbody> <tr> <td>_____</td> <td>_____</td> <td>x _____ =</td> <td>\$ _____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>x _____ =</td> <td>\$ _____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>x _____ =</td> <td>\$ _____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>x _____ =</td> <td>\$ _____</td> </tr> <tr> <td colspan="3" style="text-align:right;">Month's Total</td> <td>\$ _____</td> </tr> </tbody> </table>	Provider #	Rate	Mo. Units	Mo.Amt.Claimed	_____	_____	x _____ =	\$ _____	_____	_____	x _____ =	\$ _____	_____	_____	x _____ =	\$ _____	_____	_____	x _____ =	\$ _____	Month's Total			\$ _____	<table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align:left;">Adjustment</th> <th style="text-align:left;">Total</th> </tr> </thead> <tbody> <tr> <td>_____</td> <td>\$ _____</td> </tr> <tr> <td>_____</td> <td>\$ _____</td> </tr> <tr> <td>_____</td> <td>\$ _____</td> </tr> <tr> <td>_____</td> <td>\$ _____</td> </tr> <tr> <td>Approved</td> <td>\$ _____</td> </tr> </tbody> </table>	Adjustment	Total	_____	\$ _____	_____	\$ _____	_____	\$ _____	_____	\$ _____	Approved	\$ _____
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Program Service for Actual Cost Contracts Only:	FOR COUNTY USE ONLY																																		
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Net County Funds	\$ _____																																		

AGENCY CERTIFICATION

I certify under penalty of perjury that I am the duly qualified and authorized official of the herein claimant responsible for the examination and settlement of accounts, and that the expenditures claimed are properly supported in the accounting records.

Official's Signature: _____ Title: _____
 Preparer: _____ Title: _____

FOR COUNTY USE ONLY

Program Manager Approval: _____ Date: _____

BUSINESS ASSOCIATE AGREEMENT

Except as otherwise provided in this Agreement, Superior Court of California, County of San Bernardino, hereinafter referred to as BUSINESS ASSOCIATE, may use, access or disclose Protected Health Information to perform functions, activities or services for or on behalf of the COUNTY OF SAN BERNARDINO, hereinafter referred to as the COVERED ENTITY, as specified in this Agreement and the attached **CONTRACT**, provided such use, access or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 United States Code (USC) 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Federal Regulations (CFR) Parts 160, 162, and 164, hereinafter referred to as the Privacy and Security Rules and patient confidentiality regulations, including but not limited to, California Civil Code 56 – 56.16, 56.20, 56.36, and Health and Safety Codes 1280.1, 1280.3, 1280.15, 130200 Title 42 of the Code of Federal Regulations Part 2 and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (the "HITECH Act") and any regulations adopted or to be adopted pursuant to the HITECH Act that relate to the obligations of business associates. Business Associate recognizes and agrees it is obligated by law to meet the applicable provisions of the HITECH Act.

I. Definitions.

- A.** "Breach" means the acquisition, access, use or disclosure of Protected Health Information (PHI) in a manner not permitted under HIPAA (45 CFR Part 164, Subpart E), CA and/or Civil Code 56.36 which compromises the security or privacy of the Protected Health Information. For the purposes of HITECH, a breach shall not include:
1. Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of Covered Entity or the Business Associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the HIPAA Privacy Rule; or
 2. Any inadvertent disclosure by a person who is authorized to access PHI at Covered Entity or Business Associate to another person authorized to access Protected Health Information at Covered Entity or Business Associate, respectively, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule; or
 3. A disclosure of PHI where Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- B.** "Business Associate" means with respect to a Covered Entity, a person who:
1. On behalf of such Covered Entity, but other than in the capacity of a member of the workforce of such Covered Entity performs or assists in the performance of :
 - (a) a function or activity involving the use or disclosure of Personally Identifiable Health Information, including claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, and repricing; or

- L. “Personally Identifiable Health Information” means information that is a subset of health information, including demographic information collected from an individual, and;
 - 1. is created or received by a health care provider, health plan, employer or health care clearinghouse; and
 - 2. relates to the past, present or future physical or mental health condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and
 - (a) that identifies the individual; or
 - (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

- M. “Protected Health Information” or “PHI” means Personally Identifiable Health Information transmitted or maintained in any form or medium that (i) is received by Business Associate from Covered Entity, (ii) Business Associate creates for its own purposes from Personally Identifiable Health Information that Business Associate received from Covered Entity, or (iii) is created, received, transmitted or maintained by Business Associate on behalf of Covered Entity. Protected Health Information excludes Personally Identifiable Health Information in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. Section 1232(g), records described at 20 U.S.C. Section 1232g(a)(4)(B)(iv), and employment records held by the Covered Entity in its role as employer.

- N. “Secured PHI” means PHI that was rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technologies or methodologies specified under Section 13402 (h)(2) of the HITECH Act under ARRA.

- O. “Unsecured PHI” means PHI that is not secured through the use of a technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services.

- P. Any terms capitalized, but not otherwise defined, in this Agreement shall have the same meaning as those terms have under HIPAA, the HIPAA Privacy Rule, the HIPAA Security Rule and the HITECH Act.

- I. **Obligations and Activities of Business Associate.**
 - A. **Permitted Uses.** Business Associate shall not use, access or further disclose Protected Health Information other than as permitted or required by this Agreement and as specified in the attached **CONTRACT** or as required by law. Further, Business Associate shall not use Protected Health Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. Business Associate shall disclose to its employees, subcontractors, agents, or other third parties, and request from Covered Entity, only the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted hereunder.

 - B. **Prohibited Uses and Disclosures.** Business Associate shall not use or disclose Protected Health Information for fundraising or marketing purposes. Business Associate shall not disclose Protected Health Information to a health plan for

payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates; 42 U.S.C. Section 17935(a) and 45 C.F.R. section 164.522(a)(1)(i)(A). Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to this Agreement.

- C. Appropriate Safeguards.** Business Associate shall implement the following administrative, physical, and technical safeguards in accordance with the Security Rule under 45 C.F.R., Sections 164.308, 164.310, 164.312 and 164.316:
1. Implement policies and procedures to prevent, detect, contain and correct security violations; identify the security official who is responsible for the development and implementation of the policies and procedures required by this subpart for the entity; implement a security awareness and training program for all members of its workforce; implement policies and procedures to prevent those workforce members who do not have access from obtaining access to electronic PHI; implement policy and procedures to address security incidents; establish policies and procedures for responding to an emergency or other occurrence that damages systems that contain electronic PHI; and perform a periodic technical and nontechnical evaluation in response to environmental or operational changes affecting the security of electronic PHI that establishes the extent to which an entity's security policies and procedures meet the requirements of this subpart.
 2. Implement policies and procedures to limit physical access to its electronic information systems and the facility or facilities in which they are housed, while ensuring that properly authorized access is allowed; implement policies and procedures that specify the proper functions to be performed, and the physical attributes of the surroundings of a specific workstation or class of workstations that can access electronic PHI; implement physical safeguards for all workstations that access electronic PHI; restrict access to authorized users; implement policies and procedures that govern the receipt and removal of hardware and electronic media that contain electronic PHI into and out of a facility and the movement of these items within the facility.
 3. Implement technical policies and procedures for electronic information systems that maintain electronic PHI to allow access only to those persons or software programs that have been granted access rights as specified in 45 C.F.R., Section 164.208; implement hardware, software and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic PHI; implement policies and procedures to protect electronic PHI from improper alteration, destruction, unauthorized access or loss of integrity or availability.
- D. Mitigation.** Business Associate shall have procedures in place to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a

use, access or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

- E. Reporting of Improper Access, Use or Disclosure or Breach.** Business Associate shall report to Covered Entity's 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 two (2) business days upon the discovery of potential breach. Additionally, effective February 17, 2010, the Business Associate shall report to the Covered Entity's Office of Compliance any breach consistent with the regulations promulgated under HITECH by the United States Department of Health and Human Services, 45 CFR Part 164, Subpart D, within two (2) business days of discovery of the potential breach. Upon discovery of the potential breach, the Business Associate shall complete the following actions:
1. Provide Covered Entity's Office of Compliance with the following information to include but not limited to:
 - (a) Date the potential breach occurred;
 - (b) Date the potential breach was discovered;
 - (c) Number of staff, employees, subcontractors, agents or other third parties and the titles of each person allegedly involved;
 - (d) Number of potentially affected patients/clients; and
 - (e) Description of how the potential breach allegedly occurred.
 2. Conduct and document a risk assessment by investigating without reasonable delay and in no case later than twenty (20) calendar days of discovery of the potential breach to determine the following:
 - (a) Whether there has been an impermissible use, acquisition, access or disclosure of PHI under the Privacy Rule;
 - (b) Whether an impermissible use or disclosure compromises the security or privacy of the PHI by posing a significant risk of financial, reputational or other harm to the patient/client; and
 - (c) Whether the incident falls under one of the breach exceptions.
 3. Provide completed risk assessment and investigation documentation to Covered Entity's Office of Compliance within twenty-five (25) calendar days of discovery of the potential breach with decision whether a breach has occurred.
 - (a) If a breach has not occurred, notification to patient/client(s) is not required.
 - (b) If a breach has occurred, notification to the patient/client(s) is required, and Business Associate must provide and send notification to the affected patient and make available to the Covered Entity.
 4. Make available to Covered Entity and governing State and Federal agencies in a time and manner designated by Covered Entity 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 Covered Entity reserve the right to conduct its own investigation and analysis.

- F. Permitted Disclosures.** If Business Associate discloses Protected Health Information to a third party, including any agent or subcontractor, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such Protected Health Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) an agreement from such third party to immediately notify Business Associate of any breach of confidentiality of the Protected Health Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)].
- G. Access to Protected Health Information.** Business Associate shall provide access to Protected Health Information in a Designated Record Set to Covered Entity or to an Individual, at the request or direction of Covered Entity and in the time and manner designated by the Covered Entity, as required by of 45 CFR 164.524.
- H. Amendment of Protected Health Information.** If Business Associate maintains a Designated Record Set on behalf of the Covered Entity, Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to, pursuant to 45 CFR 164.526, in the time and manner designated by the Covered Entity.
- I. Access to Records.** Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use, access and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, and/or to the Secretary for the U.S. Department of Health and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules and patient confidentiality regulations.
- J. Audit and Monitor.** Covered Entity reserves the right to audit and monitor all records, policies, procedures and other pertinent items related to the use, access and disclosure of Protected Health Information of the Business Associate as requested to ensure Business Associate is in compliance with this Agreement. Covered Entity has the right to monitor Business Associate in the delivery of services provided under this Agreement. Business Associate shall give full cooperation in any auditing or monitoring conducted.
- K. Accounting for Disclosures.** Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information. Further, Business Associate shall provide to Covered Entity or an Individual, in the time and manner designated by the Covered Entity, information collected in accordance with provision (i), above, to permit Covered Entity to respond to a request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528 and the HITECH Act.
- L. Destruction of Protected Health Information.** Upon termination of this Agreement, Business Associate shall return all Protected Health Information required to be retained and return or destroy all other Protected Health

Information received from the Covered Entity, or created or received by the Business Associate or its subcontractors, employees or agents on behalf of the Covered Entity. In the event the Business Associate determines that returning the Protected Health Information is not feasible, the Business Associate shall provide the Covered Entity with written notification of the conditions that make return not feasible. Business Associate further agrees to extend any and all protections, limitations, and restrictions contained in this Agreement, to any Protected Health Information retained by Business Associate or its subcontractors, employees or agents after the termination of this Agreement, and to limit any further use, access or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

- M. Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under this Agreement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Agreement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS.
- N. Costs Associated to Breach.** Business Associate shall be responsible for reasonable costs associated with a breach. Costs shall be based upon the required notification type as deemed appropriate and necessary by the Covered Entity and shall not be reimbursable under the contract at any time. Covered Entity shall determine the method to invoice the Business Associate for said costs. Costs shall incur at the current rates and may include, but are not limited to the following:
1. Postage;
 2. Alternative means of notice;
 3. Media notification; and
 4. Credit monitoring services.

II. Specific Use and Disclosure Provisions.

- A.** Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- B.** Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law.
- C.** Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation service to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- D.** Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

III. Obligations of Covered Entity.

- A.** Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the

extent that such limitation may affect Business Associate's use, access or disclosure of Protected Health Information.

- B. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an individual to use, access or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use, access or disclosure of Protected Health Information.
- C. Covered Entity shall notify Business Associate of any restriction to the use, access or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use, access or disclosure of Protected Health Information.
- D. Covered Entity shall complete the following in the event that the Covered Entity has determined that Business Associate has a breach:
 - 1. Determine appropriate method of notification to the patient/client(s) regarding a breach as outlined under Section 13402(e) of the HITECH Act;
 - 2. Send notification to the patient/client(s) without unreasonable delay but in no case later than sixty (60) days of discovery of the breach with at least the minimal required elements as follows:
 - (a) Brief description of what happened, including the date of the breach and the date of discovery;
 - (b) Description of the types of unsecured PHI involved in the breach (such as name, date of birth, home address, Social Security number, medical insurance, etc.);
 - (c) Steps patient/client(s) should take to protect themselves from potential harm resulting from the breach;
 - (d) Brief description of what is being done to investigate the breach, to mitigate harm to patient/client(s) and to protect against any further breaches; and
 - (e) Contact procedures for patient/client(s) to ask questions or learn additional information, which must include a toll-free telephone number, an e-mail address, Web site or postal address.
 - 3. Determine if notice is required to Secretary of the U.S. Department of Health and Human Services.
 - 4. Submit breach information to the Secretary of the U.S. Department of Health and Human Services within the required timeframe, in accordance with 164.408(b).

IV. General Provisions.

- A. **Remedies.** Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use, access or disclosure of Protected Health Information by Business Associate or any agent or subcontractor of Business Associate that received Protected Health Information from Business Associate.

- B. Ownership.** The Protected Health Information shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires no title or rights to the Protected Health Information.
- C. Regulatory References.** A reference in this Agreement to a section in the Privacy and Security Rules and patient confidentiality regulations means the section as in effect or as amended.
- D. Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act and patient confidentiality regulations.
- E. Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules and patient confidentiality regulations.

San Bernardino County Mental Health Plan (MHP) Grievance Procedure

BENEFICIARY COMPLAINTS, APPEALS AND/OR GRIEVANCES

Title 9 of the California Code of Regulations requires that the Mental Health Plan (MHP) and its fee-for-service providers provide verbal and written information to Medi-Cal beneficiaries regarding the following:

- How to access specialty mental health services
- How to file a grievance about services
- How to file an appeal
- How to file for a State Fair Hearing

The MHP has developed a *Guide to Medi-Cal Mental Health Services*, a Grievance Process poster, a Grievance Form, an Appeal Form, and Request for Change of Provider Form. All of these beneficiary materials must be posted in prominent locations where Medi-Cal beneficiaries receive outpatient specialty mental health services, including the waiting rooms of providers' offices of service.

Please note that all fee-for-service providers and contract agencies are required to give their beneficiaries copies of all current beneficiary information at intake and annually at the time their treatment plans are updated.

Provided below is additional information about the grievance process.

GRIEVANCES BY BENEFICIARIES (Verbal and/or Written)

A grievance is an expression of dissatisfaction about any matter other than an action. Beneficiaries are encouraged to discuss issues and concerns regarding their mental health services directly with their provider(s). A grievance can be a verbal or a written statement of the beneficiary's concerns or problems. The beneficiary has the right to use the grievance process at any time.

Grievances, including those made by families, legal guardians, or conservators of beneficiaries, may be directed to the provider, the Access Unit and/or a completed Grievance Form may be sent to the DBH Access Unit or Patient's Rights Office. Grievance forms and pre-addressed envelopes to the Access Unit must be available at all providers' offices in locations where the beneficiary may obtain them without making a verbal request. If beneficiaries have questions regarding the grievance process, they may contact their providers, the Access Unit, or the Office of Patients' Rights. The Access Unit records the grievance in a log within one (1) working day of the date of the receipt of the grievance. The Access Unit sends an acknowledgement letter and resolution letter to the beneficiary as hereafter described. The Access Unit or MHP designee has sixty (60) calendar days to ensure a grievance is resolved. Fourteen (14) day extensions are allowed if the beneficiary requests or the MHP determines it is in the best interest of the beneficiary. Grievances are tracked by the Access Unit and sent to Quality Management after resolution.

APPEALS BY BENEFICIARIES (Verbal and/or Written)

Appeals may be filed when the beneficiary is dissatisfied after receipt of a Notice of Action, which:

1. **Denies or limits authorization of a requested service, including the type or level of service**
2. **Reduces, suspends, or terminates a previously authorized service**
3. **Denies, in whole or in part, payment for a service**
4. **Fails to provide services in a timely manner, as determined by the MHP**
5. **Fails to act within the timeframes for disposition of standard grievances, the resolution of standard appeals, or the resolution of expedited appeals, as hereafter described**

San Bernardino County Mental Health Plan (MHP) Grievance Procedure

BENEFICIARY COMPLAINTS, APPEALS AND/OR GRIEVANCES

APPEAL PROCESS

1. A beneficiary may verbally appeal to the Access Unit or complete an Appeal Form, which is to be forwarded to the Access Unit. If verbal, it must be followed up in writing within forty-five (45) days. The Access Unit sends an acknowledgement letter when an appeal is received. The verbal appeal establishes the earliest filing date.
2. The Access Unit records the appeal in a log within one (1) working day of the date the appeal is received and sends an acknowledgment letter of receipt to the beneficiary. The Access Unit maintains and tracks the appeals.
3. A written decision is to be issued by the Access Unit within forty-five (45) calendar days from the date of receipt of the form, and mailed to the beneficiary. Fourteen (14) calendar day extensions are allowed if the beneficiary requests or the MHP thinks it is in the best interest of the beneficiary. The Access Unit sends an acknowledgement letter and resolution letter to the beneficiary.
4. Expedited Appeals can be requested if the time for the standard resolution could seriously jeopardize the beneficiary's life, health or ability to function. The parties will be notified of the MPH decision no later than three (3) working days after the MHP has received the appeal.

REQUEST FOR A STATE FAIR HEARING

In addition, beneficiaries who have received a Notice of Action (NOA) and have completed the grievance and appeals process may request a State Fair Hearing. The beneficiary has ninety (90) days in which to request the hearing. The beneficiary may also be eligible to continue receiving services pending the outcome of the hearing, if the request is made within ten (10) days of receipt of the (NOA).

The Access Unit tries to ensure problems are resolved before the State Fair Hearing, but if necessary writes a position paper which is sent to the Medi-Cal Field Office with a copy sent to the beneficiary two (2) days before the hearing.

The "Fair Hearing Tracking Log" is maintained by the Access Unit to monitor the progress and resolution of each request for a Fair Hearing.

The Access Unit is responsible for coordination with the State Department of Social Service, State Department of Mental Health, providers and Consumers regarding the Fair Hearing process. The Access Unit also oversees compliance with the decision of the hearing.

The Access Unit sends a MHP representative to the hearing with the Administrative Law Judge, and/or the beneficiary, and/or authorized representative.

Hearings are requested through calling or writing to:

State Hearing Division California Department of Social Services
PO Box 944243
Sacramento, CA 94244-2430
Telephone: (800) 952-5253
TDD: (800) 952- 8349

San Bernardino County Mental Health Plan (MHP) Grievance Procedure

BENEFICIARY COMPLAINTS, APPEALS AND/OR GRIEVANCES

ADDITIONAL POINTS

At any time during the grievance, appeal, or State Fair Hearing processes, the beneficiary may authorize a person to act on his or her behalf, to use the grievance/ resolution process on his or her behalf, or to assist him or her with the process.

Filing a grievance will not restrict or compromise the beneficiary's access to mental health services.

At any time during the grievance process, the beneficiary may contact the Access Unit at (888) 743-1478 or the Patient's Rights' Office at (800) 440-2391 for assistance.

GRIEVANCES REGARDING PROVIDERS AND SERVICES

Grievances by beneficiaries about providers or mental health services may be made to the Access Unit or to the Patients' Rights Office. Grievances will be reviewed and investigated by the appropriate office within the Department of Behavioral Health, and the issues contained therein will be reviewed by Quality Management. Providers cited by the beneficiary or otherwise involved in the grievance process will be notified of the final disposition of that grievance.

Concerns of the Department of Behavioral Health regarding a provider's possible unprofessional, unethical, incompetent, or breach-of-contract behavior will be investigated by the Patients' Rights Office or other department, by appropriate state licensing authorities, or by Quality Management. In extreme cases, in which beneficiary safety is at risk, the Director may suspend the provider's credentialed status while an investigation is pending.

Providers will prominently display and make available printed materials, which announce and explain the grievance, appeal and State Fair Hearing processes without the beneficiary having to make a verbal or written request for these materials. The Department of Behavioral Health has the *Guide to Medi-Cal Mental Health Services* and poster in the two (2) County threshold languages. ***Any grievance initiated with a provider by a beneficiary should be immediately forwarded from the provider to the Access Unit.***

PROVIDER PROBLEM RESOLUTION AND APPEAL PROCESS**GRIEVANCES** (verbal)

Provider grievances regarding the system-of-care structure and procedures may be directed verbally to the Access Unit, who may be able to resolve or explain the issue.

When a provider grievance concerns a denied or modified request for payment authorization, or the processing or payment of a provider's claim, the provider has a right to access the Provider Appeal Process at any time before, during, or after the Provider Problem Resolution Process has begun.

APPEALS (written)

In response to a denied or modified request for payment authorization, or a dispute concerning the processing or payment of a claim, a provider may make use of the written Provider Appeal Process. The written appeal must be sent to the Access Unit Supervisor within ninety (90) calendar days of the date of receipt of the non-approval of payment or within ninety (90) calendar days of the MHP's failure to act on a request.

The Program Manager or designee will communicate a response to the provider within sixty (60) calendar days of receipt of the appeal. It will include a statement of the reasons for the decision that addresses each issue raised by the provider and any action required by the provider to implement the decision. If applicable, the provider shall submit a revised request for MHP payment authorization within thirty (30) calendar days from receipt of the MHP's decision to approve the payment authorization request. If the Program Manager or designee does not respond to the appeal within sixty (60) calendar days of receiving it, the appeal shall be considered denied.

ATTACHMENT VII

This is to notify you of the your obligations relating to the American Recovery and Reinvestment Act of 2009, pursuant to the Contract ___ - ___ with San Bernardino County.

AMERICAN RECOVERY AND REINVESTMENT ACT FUNDING (ARRA)

Use of ARRA Funds and Requirements

This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). this is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Contractor must contact the County with any questions regarding registration requirements.

Schedule of Expenditure of Federal Awards

In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC)

ATTACHMENT VII

required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Whistleblower Protection

Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-Federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; or (4) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds.

Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA.

I do hereby acknowledge receipt of the American Recovery and Reinvestment Act (ARRA) Funding requirements that became effective August 12, 2009, and understand and agree to the contractual obligations stipulated herein for contracts with the County of San Bernardino.

Printed Name

Signature

Title

Company or Organization

Contract Number(s)

Date

ATTESTATION REGARDING INELIGIBLE / EXCLUDED PERSONS

Contractor 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 will review, at minimum on an annual basis, 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 Service Administration’s Excluded Parties List System (EPLS).
 - c. California Department of Health Care Services Suspended and Ineligible Provider List, if receives Medi-Cal reimbursement.
4. Contractor certifies that it shall notify DBH within ten (10) business days in writing of:
 - a. Any event, including an investigation, that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under federal or state funded health care programs, or
 - b. Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federal or state funded healthcare program payment may be made.

Printed name of authorized official

Signature of authorized official

Date

REPORT OF ENVIRONMENTALLY PREFERABLE GOODS AND SERVICES
 County of San Bernardino

EXAMPLES OF GREEN ATTRIBUTES	EXAMPLES OF CERTIFICATION AND/OR ACCREDITATION
Biobased Biodegradable Carcinogen-free Chlorofluorocarbon (CFC)-free Compostable Energy efficiency Lead-free Less hazardous Low toxicity Mercury-free Persistent bioaccumulative toxin (PBT)-free Rapidly renewable Rechargeable Recyclable Recycled content Reduced greenhouse gas emissions Reduced packaging Refill/refillable Remanufactured/refurbished Renewable materials Responsible forestry Upgradeable Water efficiency	Certified Approved Product (AP) Non-Toxic Ecologo Certified Energy Star Electronic Product Environmental Assessment Tool (EPEAT) program Forest Stewardship Council Certified Green Seal Certified Greenguard Certified Scientific Certification Systems (SCS)