



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				12-547			
<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 RCT	Dept. MLH	Organization CSS	Appr. 200	Obj/Rev Source 2445	GRC/PROJ/JOB No. AGEWV	Amount \$ 471,402		
Fund RCT	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount \$		
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 (909) 708-8747  
 Federal ID No. or Social Security No.

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 15<sup>th</sup> 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/oca> (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 Polices 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.

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XXX. Conclusion

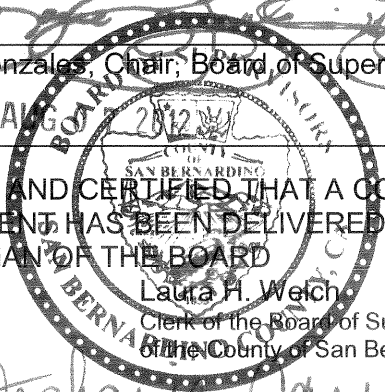
- A. This agreement consisting of twenty-four (24) pages, Schedules, Addenda, and Attachments inclusive is the full and complete document describing the services to be rendered by Contractor to County, including all covenants, conditions and benefits.
- B. IN WITNESS WHEREOF, the Board of Supervisors 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

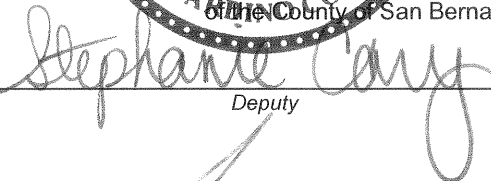
  
\_\_\_\_\_  
Josie Gonzales, Chair, Board of Supervisors

Dated: Aug 20 2012

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

SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN BERNARDINO  
(Print or type name of corporation, company, contractor, etc.)


By   
\_\_\_\_\_  
(Authorized signature - sign in blue ink)


Name Stephen H Nash  
(Print or type name of person signing contract)

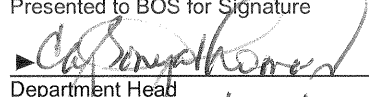
Title COURT EXECUTIVE OFFICER  
(Print or Type)

Dated: 6-22-12

Address 303 WEST THIRD ST. 4TH FLOOR  
SAN BERNARDINO, CA 92415

Approved as to Legal Form  
▶   
\_\_\_\_\_  
Frank Salazar, Deputy County Counsel  
Date 7-27-12

Reviewed by Contract Compliance  
▶   
\_\_\_\_\_  
DBH Contract Unit  
Date 7/27/12

Presented to BOS for Signature  
▶   
\_\_\_\_\_  
Department Head  
Date 7/27/12

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS  
OF SAN BERNARDINO COUNTY, CALIFORNIA  
AND RECORD OF ACTION**

August 7, 2012

**FROM: CASONYA THOMAS, Director  
Department of Behavioral Health**

**SUBJECT: CONTRACT FOR MENTAL HEALTH SERVICES WITH SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO, MENTAL HEALTH COUNSELOR'S OFFICE**

**RECOMMENDATION(S)**

Approve **Contract No. 12-567** with Superior Court of California, County of San Bernardino, Mental Health Counselor's Office for mental health consultation and information services in an amount not to exceed \$471,402 for the period of July 1, 2012 through June 30, 2014.

(Affected Districts: All)

(Presenter: CaSonya Thomas, Director, 382-3133)

**BOARD OF SUPERVISORS COUNTY GOALS AND OBJECTIVES**

**Provide for the Health and Social Services Needs of County Residents.**

**Pursue County Goals and Objectives by Working with Other Governmental Agencies.**

**FINANCIAL IMPACT**

This item does not impact discretionary general funding (net county cost). The contracted services are 100% funded by Mental Health Services Act funding and will not exceed \$471,402 for the period of July 1, 2012 through June 30, 2014. Adequate appropriation and revenue have been included in the Department of Behavioral Health's (DBH) 2012-13 adopted budget and will be included in DBH's 2013-14 recommended budget.

**BACKGROUND INFORMATION**

Approval of this item will allow the Department of Behavioral Health (DBH) in conjunction with the Superior Court of California, County of San Bernardino (Superior Court), Mental Health Counselor's Office to provide mental health consultation and information services to individuals who are involuntarily placed in psychiatric hospitals and have contact with the Courts, in an amount not to exceed \$471,402 for the period of July 1, 2012 through June 30, 2014, with the option of a one-year extension. DBH anticipates the Mental Health Counselor's Office (MHC) will serve a projected 1,440 clients over the two year period at an estimated average cost of \$327 per client.

Page 1 of 2

cc: BH-Terrones w/ agree  
Contractor c/o Dept w/ agree  
ACR-Acct Pay Mgr w/ agree  
EBIX/BPO c/o Risk  
BH-Thomas  
HS-De La Rosa  
CAO-Flood  
File - w/ agree  
jr 8/15/12

**ITEM 15**

Record of Action of the Board of Supervisors  
**APPROVED (CONSENT CALENDAR)**  
COUNTY OF SAN BERNARDINO  
Board of Supervisors

MOTION	<u>MOVE</u>	<u>SECOND</u>	<u>AYE</u>	<u>AYE</u>	<u>AYE</u>
	1	2	3	4	5

LAURA H. WELCH, CLERK OF THE BOARD

BY \_\_\_\_\_

DATED: August 07, 2012

**CONTRACT FOR MENTAL HEALTH SERVICES WITH SUPERIOR COURT  
OF CALIFORNIA, COUNTY OF SAN BERNARDINO, MENTAL HEALTH  
COUNSELOR'S OFFICE  
AUGUST 7, 2012  
PAGE 2 OF 2**

Pursuant to the Welfare and Institutions Code Section 6775 et seq., the MHC was created by the County of San Bernardino Board of Supervisors (Board) and has provided mental health consultation and information services since July 1, 1996. The Office of the Presiding Judge of the Superior Court is responsible for appointing the assistant mental health counselor and mental health counselor positions to the MHC. Under the terms of the contract, the MHC shall:

- Provide professional consultation and information services concerning mental health issues, laws, procedures, and resources;
- Advise mental health patients of their legal rights;
- Provide short-term crisis intervention services directed toward strengthening individual coping skills and abilities during stressful life situations and to provide alternatives to hospitalization;
- Provide assessment and referral services for individuals referred by the DBH, the public, law enforcement, or the courts; and/or
- Provide prepetition screening services as required by the court and defined in Section 5200 et seq. of the Welfare and Institutions Code.

DBH is requesting to contract with the Superior Court to provide an assistant mental health counselor and mental health counselor for the delivery of MHC services. A formal Request for Proposal was not released as the Superior Court is currently the only provider of these services as declared by the Board's establishment of the MHC. DBH will continue to contract with the Superior Court pursuant to Welfare and Institutions Code Section 6775. This item is being presented at this time due to contract negotiations and administrative delays experienced by the Superior Court.

**REVIEW BY OTHERS**

This item has been reviewed by County Counsel (Frank Salazar, Deputy County Counsel, 387-5442) on May 30, 2012; Human Services Administration (Michael De La Rosa, Deputy Director, 252-4858) on July 20, 2012; and the County Administrative Office (Sydney Flood, Administrative Analyst, 386-8393) on July 19, 2012.