



**FOR COUNTY USE ONLY**

<input checked="" type="checkbox"/> New	<input type="checkbox"/> Change	<input type="checkbox"/> Cancel	FAS Vendor Code		SC	Dept. MLH	A	Contract Number
ePro Vendor Number 00005046								ePro Contract Number
County Department Behavioral Health				Dept.	Orgn.	Contractor's License No.		
County Department Contract Representative Adrienne Newell				Telephone		Total Contract Amount \$418,500		
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 July 1, 2013		Contract End Date June 30, 2016		Original Amount \$418,500	Amendment Amount \$	
Fund AAA	Dept. MLH	Organization MLH	Appr. 200	Obj/Rev Source 2445	GRC/PROJ/JOB No GMHDM	Amount \$418,500		
Fund	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 General Mental Health Outpatient Services			Estimated Payment Total by Fiscal Year					
			FY 13/14	Amount \$139,500	I/D	FY 15/16	Amount \$139,500	I/D
			14/15	\$139,500				
Contract Type (3)								

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

Name Family Service Agency of San Bernardino hereinafter called Contractor  
Address 1669 North E Street  
San Bernardino, CA 92405  
Telephone ( 909 ) 886-6737 Federal ID No. or Social Security No.

**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:

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

## TABLE OF CONTENTS

Article	Page
I. Definition of Terminology .....	3
II. Contract Supervision.....	3
III. Performance .....	3
IV. Funding.....	8
V. Payment.....	9
VI. Electronic Signatures .....	11
VII. Preliminary Settlement: Cost Report .....	11
VIII. Final Settlement: Audit .....	12
IX. Single Audit Requirement .....	13
X. Contract Performance Notification.....	14
XI. Probationary Status .....	14
XII. Duration and Termination .....	15
XIII. Accountability: Revenue.....	15
XIV. Patient/Client Billing .....	16
XV. Personnel .....	16
XVI. Licensing and Certification.....	17
XVII. Administrative Procedures .....	18
XVIII. Laws and Regulations.....	20
XIX. Patients' Rights.....	24
XX. Confidentiality .....	24
XXI. Admission Policies .....	24
XXII. Medical Records/Protected Health Information .....	25
XXIII. Quality Assurance/Utilization Review .....	26
XXIV. Independent Contractor Status .....	26
XXV. Subcontractor Status.....	27
XXVI. Attorney Costs and Fees.....	27
XXVII. Indemnification and Insurance .....	27
XXVIII. Nondiscrimination .....	31
XXIX. Contract Amendments .....	32
XXX. Assignment.....	33
XXXI. Severability .....	33
XXXII. Improper Consideration.....	33
XXXIII. Environmental Requirements .....	33
XXXIV. Venue .....	34
XXXV. Conclusion .....	35
Schedule A - Planning Estimates	
Schedule B - Program Budget	
Addendum I - Description of Program Services	
Attachment I - Business Associate Agreement	
Attachment II - San Bernardino County Mental Health Plan (MHP) Grievance Procedure	
Attachment III - American Recovery and Reinvestment Act Funding (ARRA)	
Attachment IV - Attestation Regarding Ineligible/Excluded Persons	
Attachment V - Report of Environmentally Preferable Goods and Services	

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

## II. Contract Supervision

- A. The Director or designee shall be the County employee authorized to represent the interests of the County in carrying out the terms and conditions of this Contract. The Contractor shall provide, in writing, the names of the persons who are authorized to represent the Contractor in this Contract. Contractor or designee must respond to County inquiries within two (2) business days.
- B. Contractor will designate an individual to serve as the primary point of contact for this Contract. Contractor shall not change the primary contact without written notification and acceptance of the County. Contractor shall notify County when the primary contact will be unavailable/out of the office for one (1) or more workdays and will also designate a back-up point of contact in the event the primary contact is not available.

## 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; including, but not limited to those referenced in the body of this Agreement. In the event information in the Addenda, Schedules and/or Attachments conflicts with the basic Agreement, then information in the Addenda, Schedules and/or Attachments shall take precedence to the extent permitted by law.
- B. Contractor shall provide Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) services for full scope Medi-Cal beneficiaries ages 0 to 21 in accordance with applicable provisions of law and Addendum I.

C. State Performance Outcome Requirements

Contractor shall comply with all State regulations regarding State Performance Outcomes measurement requirements and participate in the outcomes measurement process, as required by the State.

D. Right to Monitor and Audit Performance and Records

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, financial records, 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.

County reserves the right to place the Contractor on probationary status, as referenced in the Probationary Status Article, should the Contractor fail to meet performance requirements; including, but not limited to violations such as high disallowance rates, failure to report incidents and changes as contractually required, failure to correct issues, inappropriate invoicing, and violations issued directly from the State.

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.

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

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

Contractor shall agree to maintain and retain all appropriate service and financial records for a period of at least 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.

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

F. 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 DBH. Any approved research must follow the guidelines in the DBH Research Policy.

G. Cultural Competency

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

#### H. Public Accessibility

Contractor shall ensure that services provided are accessible by public transportation

#### I. Site Inspection

Contractor shall permit authorized County, State, and/or Federal Agency(ies), through any authorized representative, the right to inspect or otherwise evaluate the work

performed or being performed hereunder including subcontract support activities and the premises which it is being performed. The Contractor shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work.

J. Disaster Response

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

Contractor shall provide the Behavioral Health Disaster Coordinator with a roster of key administrative and response personnel including after-hours phone numbers, pagers, and/or cell phone numbers to be used in the event of a regional emergency or local disaster. These numbers will be kept current by quarterly reports to County by Contractor. County shall keep such information confidential and not release other than to authorized County personnel or as otherwise required by law.

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

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

K. Collections Costs

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

L. 2-1-1 Registration

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

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

Contractor shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

#### IV. Funding

- A. This Agreement is contingent upon sufficient funds being made available by Federal, State, and/or County governments for the term of the Agreement. Funding is by fiscal year period July 1 through June 30. Costs and services are accounted for by fiscal year. Any unspent fiscal year allocation does not roll over and is not available in future years. Each fiscal year period will be settled to Federal and/or State cost reporting accountability.
- B. The maximum financial obligation of the County is limited by the available Federal, State and/or County funds as indicated in the Schedules A and B. The maximum financial obligation is further limited by fiscal year, funding source and service modalities as delineated on the Schedules A and B. Contractor may not transfer funds between funding sources or modes of services without the prior written approval of the Director or his/her designee. The County has the sole discretion of transferring funds between funding sources or modes of services.
  - 1. It is understood between the parties that the Schedules A and B are budgetary guidelines required by the State of California. Contractor must adhere to the budget by funding outlined in the Schedule A of the Contract as well as track year-to-date expenditures. Contractor understands that costs incurred for services not listed or in excess of the funding in the Schedule A shall result in non-payment to Contractor for these costs.
  - 2. Contractor may submit revised Schedules A and/or B for approval prior to April 15 of the operative fiscal year.
- C. Contractor agrees to renegotiate the dollar value of this Contract, at the option of the County, if the annualized projected units of service (minutes/hours of time) for any mode of service based on claims submitted 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 the Schedules A and B.
- D. If the annualized projected units of service (minutes/hours of time) for any mode of service, based on claims submitted through March of the operative fiscal year, is greater than/or equal to 110% of the projected units (minutes/hours of time) reported in the Schedules A and B, the County and Contractor agree to meet to discuss the feasibility of renegotiating this Agreement. Contractor must timely notify the County of Contractor's desire to meet.

- E. County will take into consideration requests for changes to Contract funding. All requests must be submitted in writing by Contractor to DBH no later than April 15 for the operative fiscal year.
- F. A portion of the funding for these services includes Federal Funds. The Federal CFDA number is 93.778.
- G. 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 Organizations, 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.
- H. The Administrative Indirect Cost Rate approved in the agency's budget cannot exceed fifteen percent (15%), unless pre-approved in writing by DBH. The County will require the Contractor to have on file a "Negotiated Indirect Cost Rates Agreement" from a cognizant agency responsible for negotiating and approving indirect cost rates for a non-profit organization on behalf of all Federal agencies (OMB Circular A-122, Section E, Paragraph 1a), if the County deems the rate to be excessive.
- I. If the Contractor provides services under the Medi-Cal program and if the Federal government reduces its participation in the Medi-Cal program, the County agrees to meet with Contractor to discuss renegotiating the total minutes/hours of time required by this Agreement.

#### 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 County services provided by Contractor will be at the actual cost to Contractor in providing said services.
  2. Reimbursement for Federal Short-Doyle/Medi-Cal services provided by Contractor will be at the provisional rates set forth in the applicable Schedules attached hereto and incorporated hereto by reference.
  3. DBH will send a year-to-date monthly report of denied claims.
  4. DBH will begin deducting denied claims (ones that were not able to be corrected) on a quarterly basis from current invoices.
- B. Contractor shall bill County monthly in arrears for County and Federal Short-Doyle/Medi-Cal services provided by Contractor on claim forms provided by County. All claims submitted shall clearly reflect all required information specified regarding the services for which claims are made. Each claim shall reflect any and all payments made to Contractor by, or on behalf of patients. Claims for Reimbursement shall be completed and forwarded to County within ten days after the close of the month in which services were rendered. Following receipt of a complete and correct monthly claim, County shall make payment within a reasonable period. Payment, however, for any mode of service

covered hereunder, shall be limited to a maximum monthly amount, which amount shall be determined as noted.

1. For each fiscal year period (FYs 2013/14, 2014/15, 2015/16), no single monthly payment for combined County and Federal Short Doyle/Medi-Cal and MHSA services shall exceed one-twelfth (1/12) of the maximum allocations for the mode of service unless there have been payments of less than one-twelfth (1/12) of such amount for any prior month of the Agreement. To the extent that there have been such lesser payments, then the remaining amount(s) may be used to pay monthly services claims which exceed one-twelfth (1/12) of the maximum for that mode of service.
- C. Monthly payments for Short-Doyle Medi-Cal services will be based on actual units of time (minutes or hours) reported on Charge Data Invoices claimed to the State times the cost per minutes/hours derived from Contractor's applicable FY Cost Report. The cost per minutes/hours rates will be thereafter based on subsequent Cost Reports. These rates will be updated each year throughout the life of the Contract when Contractor's applicable FY Cost Report is received by DBH. The rates will then be updated to reflect those rates, or the State Schedule of Maximum Reimbursement (SMA) rates, whichever is lower, and for each succeeding year for the duration of this Contract. In the event of a conflict between the rates set forth in the most recent Cost Report and those contained in the Schedules A and B, the rates set forth in the most recent Cost Report or SMA, whichever is lower, shall prevail. The rates will be re-calculated by reporting unit at least twice a year to maintain a more accurate reflection of actual costs. The revised Provisional Rates will be implemented to bring them in line with current expenditures for each provider.
- D. Contractor shall maximize the Federal Financial Participation (FFP) reimbursement by claiming all possible Medi-Cal services.
- E. 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 the Preliminary Settlement: Cost Report Article.
- F. Contractor shall input Charge Data Invoices (CDI's) into the County's billing and transactional database system by the seventh (7th) day of the month for the previous month's services. Contractor will be paid based on Medi-Cal claimed services in the County's billing and transactional database system for the previous month. Services cannot be billed by the County to Medi-Cal until they are input into the County's billing and transactional database system.
- G. 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.
- H. 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.

- I. 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 III.
- J. 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).
- K. County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

#### VI. Electronic Signatures

- A. The State has established the requirements for electronic signatures in electronic health record systems. DBH has sole discretion to authorize contractors to use e-signatures as applicable. If 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 West Hospitality Lane, Suite 400  
San Bernardino, CA 92415
  2. Fulfill all requisite pre-conditions and meet all the latest requirements of DBH and the applicable State agency(ies).
  3. Obtain written approval from the Director of DBH or his designee prior to the use of electronic signatures.
- B. DBH reserves the right to change or update the e-signature requirements as the governing State agency(ies) modify requirements.
- C. DBH reserves the right to terminate e-signature authorization at will and/or should the contract agency fail to uphold the requirements.

#### VII. Preliminary Settlement: Cost Report

- A. Contractor shall provide DBH with a complete and correct annual standard State of California Cost Report not later than seventy-five (75) days at the end of each fiscal year and not later than seventy-five (75) days after the expiration date or termination of this Contract, unless otherwise notified by County.
- 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 Duration and Termination Article, 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 Final Settlement: Audit Article, 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 net costs for direct treatment services;
  - 2. Actual and approved Short-Doyle/Medi-Cal charges/services;
  - 3. Maximum cost based upon the State of California Schedule of Maximum Reimbursement Rates for minutes/hours of time provided for each service function; or,
  - 4. 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 Preliminary Settlement: Cost Report Article, 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 Payment Article 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. 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 Medical Records/Protected Health Information Article.
- 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, may refer for collections, 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 the County and the State.
- E. 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 agreed upon by both the Contractor and the County.
- 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.
- G. In the event this Agreement is terminated, the last reimbursement claim shall be submitted within sixty (60) days after the Contractor discontinues operating under the terms of this Agreement. When such termination occurs, the County shall conduct a final audit of the Contractor within the ninety (90) day period following the termination date, and final reimbursement to the Contractor by County shall not be made until audit results are known and all accounts are reconciled. No claims for reimbursement shall be accepted after the sixtieth (60th) day following the date of contract termination.
- H. 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.

#### IX. Single Audit Requirement

- A. Pursuant to OMB Circular A-133, Contractors expending the threshold amount or more in Federal funds in a year through a Contract with County must have a single or program-specific audit performed which shall comply with the following requirements:

1. The audit shall be performed by a licensed Certified Public Accountant (CPA) in accordance with OMB Circular A-133 (latest revision), Audits of States, Local Governments, and Non-Profit Organizations.
2. The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, latest revision, issued by the Comptroller General of the United States.
3. A copy of the audit performed in accordance with the provisions of OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year.
4. The cost of the audit made in accordance with the provisions of OMB Circular A-133 can be charged to applicable Federal funds. Where apportionment of the audit is necessary, such apportionment shall be made in accordance with generally accepted accounting principles, but shall not exceed the proportionate amount that the Federal funds represent of the Contractor's total revenue.
5. The work papers and the audit reports shall be retained for a minimum of seven (7) years from the date of the audit reports, and longer if the independent auditor is notified in writing by the County to extend the retention period.
6. Audit work papers shall be made available upon request to the County, and copies shall be made as reasonable and necessary.
7. Contractor is responsible for follow-up and corrective action on all audit findings in the single or program-specific audit report, as directed by the County in coordination with the State.

B. Contractor shall comply with the applicable provisions of 42 C.F.R. Sections 455.100 through 455.106.

#### X. Contract Performance Notification

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

#### XI. Probationary Status

- A. In accordance with the Performance Article of this Agreement, the County may place a contractor on probationary status in an effort to allow the Contractor to correct deficiencies, improve practices, and receive technical assistance from the County.
- B. County shall give notice to Contractor of change to probationary status. The effective date of probationary status shall be five (5) business days from date of notice. Contractor shall initiate and implement a corrective action plan no later than ten (10) business days from date of notice to become compliant.
- C. The duration of probationary status is determined by the Director, or his/her designee(s).

- D. Should the Contractor refuse to be placed on probationary status or comply with the corrected action plan within five (5) business days, the County reserves the right to terminate services as outlined in the Duration and Termination Article.
- E. Placement on probationary status requires the Contractor disclose probationary status on any Request for Proposal responses to the County.
- F. County reserves the right to place Contractor on probationary status or to terminate services as outlined in the Duration and Termination Article.

#### XII. Duration and Termination

- A. The term of this Agreement shall be from July 1, 2013 through June 30, 2016 inclusive. The County may, but is not obligated to, extend awarded contract(s) for up to two 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. There is evidence of fraud or misuse of funds by Contractor; or
  4. Contractor is found not to be in compliance with any or all of the terms of the herein incorporated Articles of this Agreement or any other material terms of the Contract, including the corrective action plan.
- C. Either the Contractor or Director may terminate this Agreement at any time for any reason or no reason by serving thirty (30) days written notice upon the other party.
- D. This Agreement may be terminated at any time by the mutual written concurrence of both the Contractor and the Director.
- E. Contractor must immediately notify County when a facility operated by Contractor as part of this Agreement is sold or leased to another party. In the event a facility operated by Contractor as part of this Agreement is sold or leased to another party, the Director has the option to terminate this Agreement immediately.

#### XIII. Accountability: Revenue

- A. Total revenue collected pursuant to this Agreement from fees collected for services rendered and/or claims for reimbursement from the County cannot exceed the cost of services delivered by the Contractor. In no event shall the amount reimbursed exceed the cost of delivering services.
- B. Charges for services to either patients or other responsible persons shall be at actual costs.
- C. Under the terms and conditions of this Agreement, where billing accounts have crossover Medicare and/or Insurance along with Medi-Cal, Contractor shall first bill Medicare and/or the applicable insurance, then provide to the DBH Business Office

copies of Contractor's bill and the remittance advice (RA) that show that the bill was either paid or denied. The DBH Business Office, upon receipt of these two items, will proceed to have the remainder of the claim submitted to Medi-Cal. Without these two items, the accounts with the crossover Medicare and/or Insurance along with Medi-Cal will not be billed. Projected Medicare revenue to be collected during the Contract period is zero (\$0), which is shown on Line 7 of the Schedule A. Contractor acknowledges that it is obligated to report all revenue received from any source, including Medicare revenue, in its monthly claim for reimbursement, pursuant to Payment Article, and in its cost report in accordance with Preliminary Settlement: Cost Report Article.

#### XIV. 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.

#### XV. 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. Contractor shall obtain records from the Department of Justice of all convictions of persons offered employment or volunteers as specified in Penal Code Section 11105.3.
- D. Contractor shall inform DBH within twenty-four (24) hours or next business day of any allegations of sexual harassment, physical abuse, etc., committed by Contractor's employees against clients served under this Contract.

E. 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.dqs.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.

**XVI. 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 and/or claim services without a valid certification, licensure, registration or waiver.
- C. Contractor shall comply with applicable provisions of the:
  - 1. California 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 Services 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:  
[www.medi-cal.ca.gov/references.asp](http://www.medi-cal.ca.gov/references.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 IV) 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 West Hospitality Lane, Suite 400  
San Bernardino, CA 92415

5. Contractor acknowledges that Ineligible Persons are precluded from employment and from providing Federal and State funded health care services by contract with County.
6. Contractor shall have a policy regarding the employment of sanctioned or excluded employees that includes the requirement for employees to notify the Contractor should the employee become sanctioned or excluded by the Office of the Inspector General, General Services Administration, and/or the Department of Health Care Services.
7. Contractor shall immediately notify County should an employee become sanctioned or excluded by the Office of the Inspector General, General Services Administration, and/or the Department of Health Care Services.

#### XVII. Administrative Procedures

- A. Contractor agrees to adhere to all applicable provisions of:
  1. State Information Notices, and;
  2. County DBH Standard Practice Manual (SPM). Both the State Information Notices and the 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 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 Information Notices shall take precedence in the event of conflict with the terms and conditions of this Agreement.

D. If a dispute arises between the parties concerning the performance of this Agreement, DBH and Contractor agree to meet informally to attempt to reach a just and equitable solution.

E. Grievance and Complaint Procedures

Contractor shall ensure that staff are knowledgeable on the San Bernardino County Mental Health Plan Grievance Procedure (designated as Attachment II) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.

F. Notification of Unusual Occurrences or Incident/Injury Reports

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

G. Copyright

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

H. Release of Information

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

I. Ownership of Documents

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

J. Contract Transaction Charge

Contractor agrees to remit a Contract Transaction Charge (CTC) in the amount of one percent (1%) of all sales (products and/or services) occurring under this Contract, not including taxes, capped at 1% of \$100,000 or \$1,000 per contract. Contractor agrees not to assess the transaction charge in the form of a line item in their invoices, rather it will include the CTC in its unit prices for all products and/or services available under the Contract. The CTC shall be remitted to the County Purchasing Department at 777 E. Rialto Avenue, San Bernardino, CA 92415, no later than thirty (30) calendar days following the end of the calendar quarter in which sales (products and/or services) under the Contract were paid. At the end of each calendar quarter or on the termination date of the Contract, Contractor will calculate the CTC owed to County by multiplying the dollar amount of sales (products and/or services) paid by County in that calendar quarter by 1%. In no event shall Contractor remit to County more than \$1,000 in total CTC payments due under the Contract. Calendar quarters shall include the months of January through March, April through June, July through September, and October through December. Contractor's obligation to remit the CTC survives termination of the Contract. Upon termination of the Contract, Contractor shall remit any outstanding CTC payments due to County within thirty (30) calendar days following the latter of: 1) termination of Contract or, 2) final payment by County (if applicable). Contractor's failure to remit the CTC in a timely manner may result in the County exercising any recourse available under the Contract or as provided for by law.

K. Contractor agrees to and shall comply with all requirements and procedures established by the State, County, and Federal Governments, including those for quality improvement, and including, but not limited to, submission of periodic reports to the County for coordination, contract compliance, and quality assurance.

XVIII. Laws and Regulations

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

1. Mental Health Plan (MHP) Contract with the State
2. California Code of Regulations Title 9
3. California Code of Regulations Title 22

4. 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. Drug and Alcohol-Free Workplace

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

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

D. Privacy and Security

Contractor shall comply with all applicable State and Federal regulations pertaining to privacy and security of client information including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and Welfare and Institutions Code Section 5328. 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, 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 I.

E. Program Integrity Requirements

1. General Requirement

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

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 West 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 Licensing and Certification Article in 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 employees/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.

**XIX. Patients' Rights**

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

**XX. Confidentiality**

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

**XXI. Admission Policies**

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

#### XXII. 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. Should patient/client records be misplaced and cannot be located after the Contractor has performed due diligence, the Contractor shall report to the County as a possible breach of PHI in violation of HIPAA. Should the County and Contractor determine the chart cannot be located, all billable services shall be disallowed/rejected.
- C. Contractor shall ensure that all patient/client records comply with any additional applicable State and Federal requirements.
- D. Contractor agrees to furnish duly authorized representatives from County and State access to patient/client records.
- E. 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.

- F. 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 or Subcontractor under this Contract, whether completed, partially completed or in progress within seven (7) calendar days of said termination date.
- G. 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. 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 (7) calendar days (this may be extended to thirty (30) 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. Contractor shall maintain responsibility for the medical records of non-county funded clients.

- H. 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 seven (7) calendar days (this may be extended to thirty (30) calendar days with the approval of DBH), of cessation of business or termination of Contract.

#### XXIII. Quality Assurance/Utilization Review

- A. Contractor agrees to be in compliance with the Laws and Regulations Article of this Contract.
- B. Contractor agrees to implement a Quality Improvement Program as part of program operations. This program will be responsible for monitoring documentation, quality improvement and quality care issues. Contractor will submit 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.

#### XXIV. 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.

#### XXV. Subcontractor Status

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

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

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, Subsection D regarding Ineligible Persons or Excluded Parties for its subcontractors.

#### XXVI. Attorney Costs & Fees

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

#### XXVII. Indemnification and Insurance

A. Indemnification

Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of

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

B. Additional Insured

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

C. Waiver of Subrogation Rights

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

D. Policies Primary and Non-Contributory

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

E. Severability of Interests

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

F. Proof of Coverage

Contractor shall furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and all endorsements immediately upon request.

G. Acceptability of Insurance Carrier

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

H. Deductibles and Self-Insured Retention

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

I. Failure to Procure Coverage

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

J. Insurance Review

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

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

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

K. Insurance Specifications

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

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

1. Workers' Compensation/Employers Liability

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

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

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

2. Commercial/General Liability Insurance

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

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

3. Automobile Liability Insurance

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

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

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

4. Umbrella Liability Insurance

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

L. Professional Services Requirements

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

or

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

or

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

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

XXVIII. 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

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.

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

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.

## D. Sexual Harassment

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

## XXIX. Contract Amendments

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

### XXX. 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.

### XXXI. Severability

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

### XXXII. Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

### XXXIII. 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 V. Service providers are asked to report on environmentally preferable goods and materials used in the provision of their services to the County.

XXXIV. 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.

XXXV. Conclusion

- A. This Agreement consisting of thirty-five (35) 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

►  
Janice Rutherford, 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*

Family Service Agency of San Bernardino  
(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	Reviewed by Contract Compliance ► DBH Contract Unit	Presented to BOS for Signature ► Department Head
Date _____	Date _____	Date _____

## SCHEDULE A

SCHEDULE A - Planning Estimates		SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH				Contractor Name: Family Service Agency of San Bern	
Actual Cost Contract (cost reimbursement)		GMH				Provider # 36A1	
		FY 2013 - 2014				Contract/RFP# RFP DBH 12-107	
Prepared by: Patrice J Cormican Title: CEO		Address: 1669 North E Street San Bernardino, CA 92405				Date Form Completed: 3/21/13	
		Date Form Revised: 5/28/2013					
LINE #	Distribution %	15-Outpatient	15-Outpatient	15-Outpatient	15-Outpatient	15-Outpatient	TOTAL
LINE #	MODE OF SERVICE	Case Management (01-09)	Mental Health Services (10-50)	Medication Support (60)	Crisis Intervention (70)		
1	EXPENSES						
1	SALARIES	4,069	30,516	15,258	1,017	50,860	
2	BENEFITS	1,139	8,545	4,272	285	14,241	
	<b>(1+2 must equal total staffing costs)</b>	<b>5,208</b>	<b>39,061</b>	<b>19,530</b>	<b>1,302</b>	<b>65,101</b>	
3	OPERATING EXPENSES	5,952	44,639	22,320	1,488	74,399	
4	TOTAL EXPENSES (1+2+3)	11,160	83,700	41,850	2,790	139,500	
<b>AGENCY REVENUES</b>							
5	PATIENT FEES					0	
6	PATIENT INSURANCE					0	
7	MEDI-CARE					0	
8	GRANTS/OTHER					0	
9	TOTAL AGENCY REVENUES (5+6+7+8)	0	0	0	0	0	
10	CONTRACT AMOUNT (4-9)	11,160	83,700	41,850	2,790	139,500	
<b>FUNDING</b>							
11	74.10% MEDICAL (FFP)	50.00%	4,135	31,011	15,505	1,034	51,685
12	30.00% EPSDT (State share applied to line 11)	41.90%	1,040	7,804	3,902	260	13,006
13	0.00% HEALTHY FAMILIES MEDI-CAL	65.00%	725	5,441	2,720	181	9,067
14	REALIGNMENT MATCH (line 10 less 11,12 & 13)		3,486	26,136	13,069	871	43,561
15	6.90% REALIGNMENT - NET COUNTY	1,774	13,308	6,654	444	22,181	0
16	FUNDING TOTAL	11,160	83,700	41,850	2,790	139,500	0
17	NET COUNTY FUNDS (Local Cost) <b>MUST = ZERO</b>	0	0	0	0	0	
20	STATE FUNDING (Including Realignment)	4,526	33,940	16,971	1,131	56,567	
21	FEDERAL FUNDING	6,634	49,760	24,879	1,659	82,933	
23	TOTAL FUNDING	11,160	83,700	41,850	2,790	139,500	
24	SCHEDULE OF MAXIMUM ALLOWANCES	2.02	2.61	4.82	3.88		
26	TARGET COST PER UNIT OF SERVICE	<b>2.02</b>	<b>2.61</b>	<b>4.82</b>	<b>3.88</b>		
25	UNITS OF TIME (Minutes)	5,525	32,069	8,683	719	46,996	
APPROVED:							
PROVIDER AUTHORIZED SIGNATURE		DATE	DBH FISCAL SERVICES	DATE	DBH PROGRAM MANAGER		

## **SCHEDULE A**

## SCHEDULE A

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

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

APPROVED:

PROVIDER AUTHORIZED SIGNATURE

## SCHEDULE A

SCHEDULE A - Planning Estimates		SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH				Contractor Name: Family Service Agency of San Bern
Actual Cost Contract (cost reimbursement)						Provider # 36A1
						Contract/RFP# RFP DBH 12-107
						Address: 1669 North E Street San Bernardino, CA 92405
Prepared by: Patrice J Comican Title: CEO						Date Form Completed: 3/21/13 Date Form Revised: 5/28/2013
LINE	Distribution %	15-Outpatient	15-Outpatient	15-Outpatient	15-Outpatient	TOTAL
LINE	MODE OF SERVICE	Case Management (01-09)	Mental Health Services (10-50)	Medication Support (60)	Crisis Intervention (70)	
#	SERVICE FUNCTION					
EXPENSES						
1	SALARIES	4,069	30,516	15,258	1,017	50,860
2	BENEFITS	1,139	8,545	4,272	285	14,241
	<b>(1+2 must equal total staffing costs)</b>	<b>5,208</b>	<b>39,061</b>	<b>19,530</b>	<b>1,302</b>	<b>65,101</b>
3	OPERATING EXPENSES	5,952	44,639	22,320	1,488	74,399
4	TOTAL EXPENSES (1+2+3)	11,160	83,700	41,850	2,790	139,500
AGENCY REVENUES						
5	PATIENT FEES					0
6	PATIENT INSURANCE					0
7	MEDI-CARE					0
8	GRANTS/OTHER					0
9	TOTAL AGENCY REVENUES (5+6+7+8)	0	0	0	0	0
10	CONTRACT AMOUNT (4-9)	11,160	83,700	41,850	2,790	139,500
FUNDING		Share %				
11	74.10% MEDI-CAL (FFP)	50.00%	4,135	31,011	15,505	1,034
12	30.00% EPSDT (State share applied to line 11)	41.94%	1,040	7,804	3,902	260
13	10.00% HEALTHY FAMILIES MEDI-CAL	65.00%	725	5,441	2,720	181
14	REALIGNMENT MATCH (line 10 less 11,12 & 13)		3,486	26,136	13,069	871
18						43,561
17						0
15	<b>15.90% REALIGNMENT - NET COUNTY</b>		1,774	13,308	6,654	444
16						22,181
19	FUNDING TOTAL	11,160	83,700	41,850	2,790	139,500
20	NET COUNTY FUNDS (Local Cost) <b>MUST = ZERO</b>	0	0	0	0	0
21	STATE FUNDING (including Realignment)	4,526	33,940	16,971	1,131	56,567
22	FEDERAL FUNDING	6,634	49,760	24,879	1,659	82,933
23	TOTAL FUNDING	11,160	83,700	41,850	2,790	139,500
24	SCHEDULE OF MAXIMUM ALLOWANCES	2.02	2.61	4.82	3.88	
26	<b>TARGET COST PER UNIT OF SERVICE</b>	<b>2.02</b>	<b>2.61</b>	<b>4.82</b>	<b>3.88</b>	
25	UNITS OF TIME (Minutes)	5,525	32,069	8,683	719	46,996
APPROVED:						
PROVIDER AUTHORIZED SIGNATURE		DATE	DBH FISCAL SERVICES	DATE	DBH PROGRAM MANAGER	

## **SCHEDULE A**

## SCHEDULE A

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

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

APPROVED:

PROVIDER WITH HONORED SIGNATURE

## SCHEDULE A

SCHEDULE A - Planning Estimates		SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH		Contractor Name: Family Service Agency of San Bern
Actual Cost Contract (cost reimbursement)		GMH		Provider # 36A1
LINE	MODE OF SERVICE	FY 2015 - June 30, 2016	Contract/RFP# RFP DBH 12-107	Address: 1669 North E Street
Prepared by: Patrice J Cormican Title: CEO	July 1, 2015 - June 30, 2016 CRESTLINE	Date Form Completed: 3/21/13 Date Form Revised: 5/28/2013		
#	SERVICE FUNCTION			
1	EXPENSES			
1	SALARIES	4,069	30,516	15,258
2	BENEFITS	1,139	8,545	4,272
3	<b>(1+2 must equal total staffing costs)</b>	<b>5,208</b>	<b>39,061</b>	<b>19,530</b>
3	OPERATING EXPENSES	5,952	44,639	22,320
4	TOTAL EXPENSES (1+2+3)	11,160	83,700	41,850
5	AGENCY REVENUES			
5	PATIENT FEES			
6	PATIENT INSURANCE			0
7	ME-D-CARE			0
8	GRANTS/OTHER			0
9	TOTAL AGENCY REVENUES (5+6+7+8)	0	0	0
10	CONTRACT AMOUNT (4-9)	11,160	83,700	41,850
11	FUNDING	Share %		
11	74.0% MEDICAL (FFP)	50.00%	4,135	31,011
12	30.00% EPSDT (State share applied to line 11)	4194%	1,040	7,804
13	0.00% HEALTHY FAMILIES MEDI-CAL	65.00%	725	5,441
14	REALIGNMENT MATCH (line 10 less 11,12 & 13)		3,486	26,136
15	<b>5.90% REALIGNMENT - NET COUNTY</b>		1,774	13,308
16				6,654
17				444
18				0
19	FUNDING TOTAL		11,160	83,700
20	NET COUNTY FUNDS (Local Cost) <b>MUST = ZERO</b>		0	0
21	STATE FUNDING (Including Realignment)		4,526	33,940
22	FEDERAL FUNDING		6,634	49,760
23	TOTAL FUNDING		11,160	83,700
24	SCHEDULE OF MAXIMUM ALLOWANCES		2.02	2.61
25	TARGET COST PER UNIT OF SERVICE		<b>2.02</b>	<b>2.61</b>
25	UNITS OF TIME (Minutes)		5,525	32,069
25	DBH FISCAL SERVICES		8,683	719
26	APPROVED:			
26	PROVIDER AUTHORIZED SIGNATURE	DATE		
26	DBH PROGRAM MANAGER	DATE		

## SCHEDULE A

## **SCHEDULE A**

## SCHEDULE A

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

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

APPROVED:

PROVIDER AUTHORIZED SIGNATURE

**SCHEDULE B**

SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH					
SCHEDULE B					
		Contractor Name: Family Service Agency of			
		Provider # 36A1			
		Contract/RFP# RFP DBH 12-107			
Prepared by:		Address: 1669 North E Street			
Patrice J Comican		San Bernardino, CA 92405			
Title: CEO		Date Form Completed:			
		3/21/13			
<b>Operating Expenses - Please list all operating costs charged to this program, including administrative support costs and management fees along with a detail explanation of the categories below.</b>					
<b>July 1, 2013 - June 30,2014</b>					
ITEM	TOTAL COST TO ORGANIZATION	% CHARGED TO OTHER FUNDING SOURCE	TOTAL COST TO OTHER FUNDING SOURCE	PERCENT CHARGED TO PROGRAM	TOTAL COST TO PROGRAM
1 Utilities	\$23,000	0%	\$0	10%	\$2,300
2 Office Expense	\$23,500	0%	\$0	9%	\$2,115
3 Telephone	\$27,500	0%	\$0	10%	\$2,750
4 Maint/Repair	\$28,000	0%	\$0	10%	\$2,800
5 Info Tech	\$36,000	0%	\$0	5%	\$1,800
6 Program Supplies	\$28,000	0%	\$0	5%	\$1,400
7 Audit	\$17,500	0%	\$0	5%	\$875
8 Training	\$5,000	0%	\$0	50%	\$2,500
9 Travel/Mileage	\$4,699	0%	\$0	100%	\$4,699
10 Contract Professional (Psych)	\$33,844	0%	\$0	100%	\$33,844
11 Dues/Subscriptions	\$1,120	0%	\$0	100%	\$1,120
12 Supportive Services	\$18,196	0%	\$0	100%	\$18,196
<b>SUBTOTAL B:</b>	<b>\$246,359</b>		<b>\$0</b>		<b>\$74,399</b>
<b>GROSS COSTS TOTAL STAFFING AND OPERATING EXPENSES:</b>					
APPROVED:					
PROVIDER AUTHORIZED SIGNATURE		DATE		FISCAL SERVICES	
				DATE	
				DBH PROGRAM MANAGER	
				DATE	

## SCHEDULE B

## SCHEDULE B

SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH SCHEDULE B		Contractor Nr Name: Family Service Agency of Provider # 36A1
BUDGET NARRATIVE		Address: 1669 North E Street Title: San Bernardino, CA 92405
FY 2013 - 2014		Date Form Completed: 3/21/13
Prepared by: Patrice J Cormican Title: CEO	<p><b>Budget Narrative for Operating Expenses.</b> Explain each expense by line item. Provide an explanation for determination of all figures ( rate, duration, quantity, Benefits, FTE's, etc.) for example explain how overhead or indirect cost were calculated.</p> <p>July 1, 2013 - June 30,2014</p>	
ITEM	Justification of Cost	
1 Utilities	Gas, water, electric	
2 Office Expense	Consumable supplies, small repairs, cleaning and other expenses that provide greater client comfort or safety	
3 Telephone	Cost of telephones and system for communication	
4 Maint/Repair	Repair and maintenance of building for security/safety	
5 Info Tech	Information technology related software, hardware, training, or upgrades	
6 Program Supplies	Consumable supplies or activity costs specific to this program	
7 Audit	Annual audit of financials	
8 Training	Staff development costs to maintain quality service provision and enhance program effectiveness	
9 Travel/Mileage	Reimbursable mileage or other travel expenses (including conferences & meetings) required for the program	
10 Contract Professional (Psych)	Psychiatrist providing medication support, estimated 160 hours @ \$170/hr	
11 Dues/Subscriptions	Cost of maintaining professional and organizational memberships, literature, and other necessary fees	
12 Supportive Services	Cost necessary but not allocable to one specific program (CEO, HR, and other) Supportive Service will not exceed 15% of costs	

## SCHEDULE B

## SCHEDULE B

Client Service Projections for July 1, 2013 - June 30, 2014												
Units of Service (Minutes)	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11
	3,916	3,917	3,917	3,917	3,917	3,916	3,916	3,916	3,916	3,916	3,916	3,916
Case Management (01-09)	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930
Mental Health Services (10-50)	\$6,974	\$6,976	\$6,976	\$6,976	\$6,976	\$6,976	\$6,974	\$6,974	\$6,974	\$6,974	\$6,974	\$6,974
Medication Support (60)	\$3,487	\$3,488	\$3,488	\$3,488	\$3,488	\$3,488	\$3,487	\$3,487	\$3,487	\$3,487	\$3,487	\$3,487
Crisis Intervention (70)	\$232	\$233	\$233	\$233	\$233	\$233	\$232	\$232	\$232	\$232	\$232	\$232
Number of Unduplicated Clients Served	8	8	8	8	8	8	7	7	7	7	7	8

**SCHEDULE B**

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

Prepared by: Patrice J Cormican  
 Title: CEO

**FY 2014 - 2015**

Contractor Name: Family Service Agency of  
 Provider # 36A1  
 Contract/RFP# RFP DBH 12-107  
 Address: 1659 North E Street  
 San Bernardino, CA 92405  
 Date Form Completed: 3/21/13

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

**July 1, 2014 - June 30,2015**

ITEM	TOTAL COST TO ORGANIZATION	% CHARGED TO OTHER FUNDING SOURCE	TOTAL COST TO OTHER FUNDING SOURCE	PERCENT CHARGED TO PROGRAM	TOTAL COST TO PROGRAM
1 Utilities	\$23,000	0%	\$0	10%	\$2,300
2 Office Expense	\$23,500	0%	\$0	9%	\$2,115
3 Telephone	\$27,500	0%	\$0	10%	\$2,750
4 Maint/Repair	\$28,000	0%	\$0	10%	\$2,800
5 Info Tech	\$36,000	0%	\$0	5%	\$1,800
6 Program Supplies	\$28,000	0%	\$0	5%	\$1,400
7 Audit	\$17,500	0%	\$0	5%	\$875
8 Training	\$5,000	0%	\$0	50%	\$2,500
9 Travel/Mileage	\$4,699	0%	\$0	100%	\$4,699
10 Contract Professional (Psych)	\$33,844	0%	\$0	100%	\$33,844
11 Dues/Subscriptions	\$1,120	0%	\$0	100%	\$1,120
12 Supportive Services	\$18,196	0%	\$0	100%	\$18,196
<b>SUBTOTAL B:</b>	<b>\$246,359</b>		<b>\$0</b>		<b>\$74,399</b>
<b>GROSS COSTS TOTAL STAFFING AND OPERATING EXPENSES:</b>					<b>\$139,500</b>

APPROVED:

PROVIDER AUTHORIZED SIGNATURE DATE FISCAL SERVICES DATE DBH PROGRAM MANAGER DATE

## SCHEDULE B

## SCHEDULE B

SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH SCHEDULE B		Contractor Nr Name: Family Service Agency of Provider #: 36A1
BUDGET NARRATIVE		Address: 1669 North E Street Title: San Bernardino, CA 92405
FY 2014 - 2015		Date Form Completed: 3/21/13
Prepared by: Patrice J Cormican Title: CEO	<p><b>Budget Narrative for Operating Expenses.</b> Explain each expense by line item. Provide an explanation for determination of all figures ( rate, duration, quantity, Benefits, FTE's, etc.) for example explain how overhead or indirect cost were calculated.</p> <p>July 1, 2014 - June 30,2015</p>	
ITEM	Justification of Cost	
1 Utilities	Gas, water, electric	
2 Office Expense	Consumable supplies, small repairs, cleaning and other expenses that provide greater client comfort or safety	
3 Telephone	Cost of telephones and system for communication	
4 Maint/Repair	Repair and maintenance of building for security/safety	
5 Info Tech	Information technology related software, hardware, training, or upgrades	
6 Program Supplies	Consumable supplies or activity costs specific to this program	
7 Audit	Annual audit of financials	
8 Training	Staff development costs to maintain quality service provision and enhance program effectiveness	
9 Travel/Mileage	Reimbursable mileage or other travel expenses (including conferences & meetings) required for the program	
10 Contract Professional (Psych)	Psychiatrist providing medication support, estimated 160 hours @ \$170/hr	
11 Dues/Subscriptions	Cost of maintaining professional and organizational memberships, literature, and other necessary fees	
12 Supportive Services	Cost necessary but not allocable to one specific program (CEO, HR, and other) Supportive Service will not exceed 15% of costs	

## SCHEDULE B

SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH									
SCHEDULE B									
FY 2014 - 2015									
Client Service Projections for July 1, 2013 - June 30, 2014									

**SCHEDULE B**

SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH		SCHEDULE B	
		Contractor Name: Family Service Agency of Provider #: 36A1 Contract/RFP #: RFP DBH 12-107 Address: 1669 North E Street San Bernardino, CA 92405	
Prepared by: Patrice J Cormican Title: CEO		Date Form Completed: 3/2/13	
<b>Operating Expenses - Please list all operating costs charged to this program, including administrative support costs and management fees along with a detail explanation of the categories below.</b>			
<b>July 1, 2015 - June 30,2016</b>			
ITEM	TOTAL COST TO ORGANIZATION	% CHARGED TO OTHER FUNDING SOURCE	TOTAL COST TO OTHER FUNDING SOURCE
1 Utilities	\$23,000	0%	\$0
2 Office Expense	\$23,500	0%	\$0
3 Telephone	\$27,500	0%	\$0
4 Maint/Repair	\$28,000	0%	\$0
5 Info Tech	\$36,000	0%	\$0
6 Program Supplies	\$28,000	0%	\$0
7 Audit	\$17,500	0%	\$0
8 Training	\$5,000	0%	\$0
9 Travel/Mileage	\$4,699	0%	\$0
10 Contract Professional (Psych)	\$33,844	0%	\$0
11 Dues/Subscriptions	\$1,120	0%	\$0
12 Supportive Services	\$18,196	0%	\$0
<b>SUBTOTAL B:</b>	<b>\$246,359</b>		\$0
<b>GROSS COSTS TOTAL STAFFING AND OPERATING EXPENSES:</b>			\$139,500
APPROVED:			
PROVIDER AUTHORIZED SIGNATURE		DATE	DBH PROGRAM MANAGER
FISCAL SERVICES		DATE	DATE

## SCHEDULE B

## SCHEDULE B

SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH SCHEDULE B		Contractor Nr Name: Family Service Agency of Provider #: 36A1
BUDGET NARRATIVE		Address: 1669 North E Street Title: San Bernardino, CA 92405
FY 2015 - 2016		Date Form Completed: 3/21/13
Prepared by: Patrice J Cormican Title: CEO	<p><b>Budget Narrative for Operating Expenses.</b> Explain each expense by line item. Provide an explanation for determination of all figures ( rate, duration, quantity, Benefits, FTE's, etc.) for example explain how overhead or indirect cost were calculated.</p> <p>July 1, 2015 - June 30,2016</p>	
ITEM	Justification of Cost	
1 Utilities	Gas, water, electric	
2 Office Expense	Consumable supplies, small repairs, cleaning and other expenses that provide greater client comfort or safety	
3 Telephone	Cost of telephones and system for communication	
4 Maint/Repair	Repair and maintenance of building for security/safety	
5 Info Tech	Information technology related software, hardware, training, or upgrades	
6 Program Supplies	Consumable supplies or activity costs specific to this program	
7 Audit	Annual audit of financials	
8 Training	Staff development costs to maintain quality service provision and enhance program effectiveness	
9 Travel/Mileage	Reimbursable mileage or other travel expenses (including conferences & meetings) required for the program	
10 Contract Professional (Psych)	Psychiatrist providing medication support, estimated 160 hours @ \$170/hr	
11 Dues/Subscriptions	Cost of maintaining professional and organizational memberships, literature, and other necessary fees	
12 Supportive Services	Cost necessary but not allocable to one specific program (CEO, HR, and other) Supportive Service will not exceed 15% of costs	

## SCHEDULE B

## SCHEDULE B

Client Service Projections for July 1, 2013 - June 30, 2014										
Units of Service (Minutes)	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	
	3,916	3,917	3,917	3,917	3,917	3,917	3,916	3,916	3,916	3,916
Case Management (01-09)	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930	\$930
Mental Health Services (10-50)	\$6,974	\$6,976	\$6,976	\$6,976	\$6,976	\$6,976	\$6,974	\$6,974	\$6,974	\$6,974
Medication Support (60)	\$3,487	\$3,488	\$3,488	\$3,488	\$3,488	\$3,488	\$3,487	\$3,487	\$3,487	\$3,487
Crisis Intervention (70)	\$232	\$233	\$233	\$233	\$233	\$233	\$232	\$232	\$232	\$232
Number of Unduplicated Clients Served	8	8	8	8	8	7	7	7	7	8

Projected Cost per Unit

Date Form Completed: 3/21/13

**GENERAL OUTPATIENT RECOVERY, WELLNESS, RESILIENCE, AND  
REHABILITATIVE MENTAL HEALTH SERVICES  
DESCRIPTION OF PROGRAM SERVICES**

**Family Service Agency of San Bernardino**

**23406 Crest Forest Drive**

**Crestline, CA 92325**

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

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

For children, the goal of the RWR philosophy of care is to help children (hereinafter used to refer to both children and adolescents) to recover from mistreatment and trauma, to learn more adaptive methods of coping with environmental demands and with their own emotions, and to joyfully discover their potential and their place in the world. RWR focuses on a child's strengths, skills, and possibilities rather than on illness, deficits and limitations. RWR encourages children to take increasing responsibility for their choices and their behavior, since these choices can lead either in the direction of recovery and growth or in the direction of stagnation and unhappiness. RWR encourages children to assume and to regain family, social, and community roles in which they can learn and grow toward maturity and that are consistent with their values and culture. RWR promotes acceptance by parents and other caregivers and by the community of all children, regardless of developmental level, illness, or

handicap, and it addresses issues of stigma and prejudice that are related to this. This may involve interacting with the community group's or cultural group's way of viewing mental and emotional problems and differences.

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

- B. Here, the Contractor will join the existing child and family mental health services continuum of care providing Children's Intensive Rehabilitative Outpatient services to referred children, adolescents and Transitional-Age-Youth (TAY) who are seriously emotionally disturbed. Effective service implementation will involve collaboration with DBH liaisons, contract monitor, and child placing partners. Accordingly, program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community in which the child resides. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities. Programs may be designed to use both licensed and non-licensed personnel who are experienced in providing mental health services.
- C. All outpatient contract agencies are required to provide services under Title 9, Chapter 11, Section 1810.249, which superseded the rehabilitation option and targeted case management guidelines of July 1, 1993, and more recent guidelines as may be incorporated or referenced herein by attachment. Minimum guidelines are detailed in this Addendum.

## **II. DESCRIPTIONS OF SPECIFIC SERVICES AND PROGRAM COMPONENTS**

- A. Mental Health Service Activities - Mental health services are interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development, independent living and enhanced self-sufficiency. Services shall be directed toward achieving the individual's goals/desired result/personal milestones.
  - 1. Assessment is a clinical analysis of the history and current status of the individual's mental, emotional, or behavioral disorder. Relevant cultural issues and history may be included where appropriate. Assessment may include diagnosis and the use of testing procedures.
  - 2. Evaluation is an appraisal of the individual's community functioning in several areas including living situation, daily activities, social support

systems and health status. Cultural issues may be addressed where appropriate.

3. Case Management/Brokerage services are activities provided by program staff to access and monitor medical, educational, social, prevocational, rehabilitative, or other needed community services for eligible individuals.
4. Collateral is contact with one or more significant support persons in the life of the individual, which may include consultation and training to assist in better utilization of services and understanding of mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the individual's condition and involving them in service planning and implementation of service plan(s).
5. Crisis Intervention is a rapid emergency response service enabling the individual to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible. A crisis is an unplanned event that results in the individual's need for immediate service intervention. Crisis Intervention services are limited to stabilization of the presenting emergency. This service does not include Crisis Stabilization, which is provided in a 24-hour health care facility or hospital outpatient program. Service activities include but are not limited to Assessment, Evaluation, Collateral and Therapy (all billed as crisis intervention).
6. Medication Support Services include staff persons practicing within the scope of their professions by prescribing, administering, dispensing and/or monitoring of psychiatric medications or biologicals necessary to alleviate the symptoms of mental illness. This service includes:
  - a. Evaluation of the need for medication.
  - b. Evaluation of clinical effectiveness and side effects of medication.
  - c. Obtaining informed consent.
  - d. Medication education (including discussing risks, benefits and alternatives with the individual or significant support persons).
  - e. Plan development related to the delivery of this service.
7. Therapy is a service activity that may be delivered to an individual or group of individuals, and may include family therapy (when the individual is present). Therapeutic interventions are consistent with the individual's goals/desired results and may focus on symptom reduction as a means to improve functional impairments.
8. Rehabilitation is a service activity that may include any or all of the following:
  - a. Assistance in restoring or maintaining an individual's or group of individuals' functional skills, daily living skills, social skills,

grooming, personal hygiene skills, meal preparation skills, medication compliance, and support resources.

- b. Counseling of the individual and/or family.
- c. Training in leisure activities needed to achieve the individual's goals/desired results/personal milestones.
- d. Medication education.

B. Outpatient Services are services designed to provide short-term or sustained therapeutic intervention for individuals experiencing acute or on-going psychiatric distress.

C. Plan Development may include any or all of the following:

- 1. Development of treatment plans or service plans.
- 2. Monitoring of the individual's progress.

D. Recovery, Wellness and Resilience (RWR) philosophy of care goal is to help all consumers to have lives that are more satisfying, hopeful, contributing, and fulfilling (according to their own values and cultural frameworks). RWR focuses on consumer strengths, skills and possibilities, rather than on illness, deficits, and limitations, in order to encourage hope (in staff and consumers) and progress toward the life the consumer desires. RWR encourages consumers to take control of major decisions about their lives and their care, and it encourages involvement or re-involvement of consumers in family, social, and community roles that are consistent with their values, culture, and language. This may at times involve risks as consumers move to new levels of functioning. The individual is ultimately responsible for his or her own recovery choices.

For children, the goal of the RWR philosophy of care is to help children (hereinafter used to refer to both children and adolescents) to recover from mistreatment and trauma, to learn more adaptive methods of coping with environmental demands and with their own emotions, and to joyfully discover their potential and their place in the world. RWR focuses on a child's strengths, skills, and possibilities rather than on illness, deficits and limitations. RWR encourages children to take increasing responsibility for their choices and their behavior, since these choices can lead either in the direction of recovery and growth or in the direction of stagnation and unhappiness. RWR encourages children to assume and to regain family, social, and community roles in which they can learn and grow toward maturity and that are consistent with their values and culture. RWR promotes acceptance by parents and other caregivers and by the community of all children, regardless of developmental level, illness, or handicap, and addresses issues of stigma and prejudice that are related to this. This may involve interacting with the community group's or cultural group's way of viewing mental and emotional problems and differences.

The 10 fundamental components of RWR include:

1. Self-Direction - Consumers lead, control, exercise choice over, and determine their own path of recovery by optimizing autonomy, independence, and control of resources to achieve a self-determined life. By definition, the recovery process must be self-directed by the individual, who defines his or her own life goals and designs a unique path toward those goals.
2. Individualized and Person Centered - There are multiple pathways to recovery based on an individual's unique strengths and resiliencies as well as his or her needs, preferences, experiences (including past trauma), and cultural background in all of its diverse representations. Individuals also identify recovery as being an ongoing journey and an end result as well as an overall paradigm for achieving wellness and optimal mental health.
3. Empowerment - Consumers have the authority to choose from a range of options and to participate in all decisions – including the allocation of resources – that will affect their lives, and are educated and supported in so doing. They have the ability to join with other consumers to collectively and effectively speak for themselves about their needs, wants, desires, and aspirations. Through empowerment, an individual gains control of his or her own destiny and influences the organizational and societal structures in his or her life.
4. Holistic - Recovery encompasses an individual's whole life, including mind, body, spirit, and community. Recovery embraces all aspects of life, including housing, employment, education, mental health and healthcare treatment and services, complementary and naturalistic services (such as recreational services, libraries, museums, etc.), addictions treatment, spirituality, creativity, social networks, community participation, and family supports as determined by the person. Families, providers, organizations, systems, communities, and society play crucial roles in creating and maintaining meaningful opportunities for consumer access to these supports.
5. Non Linear - Recovery is not a step-by-step process but one based on continual growth, occasional setbacks, and learning from experience. Recovery begins with an initial stage of awareness in which a person recognizes that positive change is possible. This awareness enables the consumer to move on to fully engage in the work of recovery.
6. Strength Based - Recovery focuses on valuing and building on the multiple capacities, resiliencies, talents, coping abilities, and inherent worth of individuals. By building on these strengths, consumers leave stymied life roles behind and engage in new life roles (e.g., partner, caregiver, friend, student, and employee). The process of recovery moves forward through interaction with others in supportive, trust-based relationships.

7. Peer Support - Mutual support – including the sharing of experiential knowledge and skills and social learning – plays an invaluable role in recovery. Consumers encourage and/or engage other consumers in recovery and provide each other with a sense of belonging, supportive relationships, valued roles, and community.
8. Respect - Community, systems, and societal acceptance and appreciation of consumers – including protecting their rights and eliminating discrimination and stigma – are crucial in achieving recovery. Self-acceptance and regaining belief in one's self are particularly vital. Respect ensures the inclusion and full participation of consumers in all aspects of their lives.
9. Responsibility - Consumers have a personal responsibility for their own self-care and journeys of recovery. Taking steps toward their goals may require great courage. Consumers must strive to understand and give meaning to their experiences and identify coping strategies and healing processes to promote their own wellness.
10. Hope - Recovery provides the essential and motivating message of a better future that people can and do overcome the barriers and obstacles that confront them. Hope is internalized; but can be fostered by peers, families, friend, providers, and others. Hope is the catalyst of the recovery process.

**III. BACKGROUND**

DBH and its Behavioral Health Contractors have jointly provided mental health services to the residents of San Bernardino County in a seamless system of care that has enabled County residents to access mental health services in all regions of the County. DBH would like to maintain a coordinated system of care on a County-wide basis and so is contracting these services in areas without a DBH operation. The Contractors will be expected to provide a full range of mental health services that are tailored to meet the needs of constituents in the geographical areas they serve. In addition, it is expected that unique cultural and linguistic needs of the constituents in each geographic area will be identified and addressed when providing services. Services must be provided following the principles of Recovery Wellness and Resilience.

Mental Health Recovery, Wellness, and Resilience (RWR) is an approach to helping the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her mental illness. “Rehabilitation” is a strength-based approach to skills development that focuses on maximizing an individual’s functioning. Services will support the individual in accomplishing his/her desired results. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual’s needs and desires, and in facilitating the individual’s choices and responsibilities.

**IV. PROGRAM OBJECTIVE**

DBH utilizes the RWR approach to assist the individual to live a healthy, satisfying, and hopeful life despite limitations and/o continuing effects caused by his or her mental illness. Services should be provided following the principles of RWR approach. This approach promotes the belief that all clients can recover, even if that recovery is not complete. The approach also involves collaborating with the client to facilitate hope and empowerment, with the goals of counteracting internal and external “stigma,” improving self-esteem, encouraging client self-management of his/her life and making his/her own choices and decisions, re-integrating the client back into his/her community as a contributing member, and achieving a satisfying and fulfilling life.

Mental health services are interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development, independent living and enhanced self-sufficiency. Services shall be directed toward achieving the individual's goals/desired result/personal milestones. Programs must be designed with evidence-based treatment methods.

**V. SERVICE AREA**

Outpatient services shall be furnished to residents of San Bernardino County particularly focused in the areas without a DBH operation. These areas are in the Desert Mountain Region (Crestline and the Western Portion of the San Bernardino Mountains) of San Bernardino County.

**VI. TARGET POPULATION**

Contractors are expected to prioritize services on the following basis:

- A. Persons at risk of involuntary commitment under the W&I Code 5150 and/or persons referred by the Community Crisis Response Team for follow-up services.
- B. Recent discharges from Fee for Service (FFS) psychiatric hospitals and Arrowhead Regional Medical Center-Behavioral Health.
- C. Seriously mentally ill persons.
- D. Children 0-5 years and their parents who are determined to need mental health services.
- E. Victims of natural disasters and local emergencies.
- F. Children/adolescents referred through Centralized Children's Intensive Case Management Services (CCICMS) or the Community Crisis Response Team (CCRT) who are at risk of residential treatment.
- G. Consumers who are misdemeanants referred by the Superior Court to receive mental health services pursuant to SB485 (a copy of this law will be provided to Contractors upon request)

- H. Children and youth at high risk for expulsion or suspension from public schools due to behavior problems and family conflict.
- I. Children eligible for EPSDT services. EPSDT services are defined in State Department of Mental Health (DMH) Notice 98-03, dated March 6, 1999.
- J. Co-Occurring individuals who have one or more disorders relating to the use of alcohol and/or other drugs of abuse as well as one or more mental disorders.

**VII. MENTAL HEALTH SERVICES ACTIVITIES**

Note: Not all of the activities listed below need to be provided for a service to be billable.

- A. Assessment includes assessment of substance abuse disorders and referral to treatment clinics.
- B. Evaluation
- C. Collateral
- D. Therapy
- E. Rehabilitation
- F. Plan Development
- G. Medication Support Services
- H. Crisis Intervention
- I. Case Management/Brokerage

**VIII. Billing Unit**

The billing unit for mental health services, rehabilitation support services, crisis intervention and case management/brokerage is staff time, based on minutes of time. The exact number of minutes used by staff providing a reimbursable service shall be reported and billed. In no case shall more than sixty units of time be reported or claimed for any one staff person during a one-hour period. Also, in no case shall the units of time reported or claimed for any one staff member exceed the hours worked.

When a staff member provides service to or on behalf of more than one individual at the same time, the staff member's time must be pro-rated to each individual. When more than one staff person provides a service, the time utilized by all involved staff members shall be added together to yield the total billable time. The total time claimed shall not exceed the actual staff time utilized for billable service. The time required for documentation and travel shall be linked to the delivery of the reimbursable service and shall not be separately billed.

Plan development is reimbursable. Units of time may be billed when there is no unit of service (e.g., time spent in plan development activities may be billed regardless of whether there is a face-to-face or phone contact with the individual or significant other).

**IX. Facility Location**

Contractor's Facility(ies) where outpatient services are to be provided is/are located at:

Family Service Agency of San Bernardino  
23406 Crest Forest Drive  
Crestline, CA 92325  
(909) 878-5721

**X. STAFFING**

Contractor's program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community which the program serves. Programs may be designed to use both licensed and non-licensed personnel who are experienced in providing mental health services, but the use of licensed treatment staff is strongly encouraged. Peer and Family Advocates (PFA) and other consumers are part of the treatment team and clinic operations are consistent with RWR and are a vital part of the any recovery based program.

**A. Mentor**

Serve as a mentor to teach and show consumers and family members how to function more independently and how to find and access community resources.

**B. Parent Partner**

A basic tenet of DBH Children's Services is the involvement of parents and families of children and youth with serious emotional disturbances as full partners in every aspect of the system. To support this basic tenet, DBH developed Regional Children and Family Advisory Committees to ensure that families and youth have an equal voice and that services meet the needs identified by families and are sensitive to the unique cultural context and history of each family. The Committees participate in reviewing and implementing behavioral health services for children and families in each region by promoting services which are both family-centered and strengths-based.

To support this basic tenet of DBH Children's Services, the Contractor shall have one full-time paid Parent Partner, who has experience with a parent or family member of a child with serious emotional disturbance to assist families and advocate for them.

Parent Partners are expected to provide the following services:

1. Offer referral and support services to families.
2. Ensure services meet the needs identified by families.
3. Accompany the families to Individualized Education Plan (IEP) meetings.
4. Facilitate parent support groups.
5. Provide in-home support services.
6. Promote collaboration among families, advocates, mental health providers, health care providers and other agency/school personnel.

7. Serve as members of the DBH Regional Children and Family Advisory Committee.
8. Provide outreach to family members in the community.

**XI. PEER & FAMILY ADVOCATE**

Peer and Family Advocates are mental health consumers and/or their family members who serve as advocates for consumers to help them access DBH and community resources such as TAY Centers, clubhouses, social events, wellness and recovery activities, self-help groups, and mental health and drug and alcohol services.

Peer & Family Advocates perform the following duties:

- A. Conduct various types of support groups, classes, wellness and recovery activities, and recreational activities throughout the department and contract agencies and promote the Mental Health Service Plan.
- B. Access and distribute to the public various internet resources related to education; utilize the computer to maintain files, records, and basic statistics on program activities, participation, and attendance.

**XII. ADMINISTRATIVE REQUIREMENTS**

- A. Staffing levels and qualifications should be appropriate to meet the needs of the clients.
- B. Demonstrated ability to serve the number of unduplicated participants as indicated.
- C. The Contractor will maintain facilities and equipment, and operate continuously with, at least, the number and classification of staff required for the provision of services.
- D. The Contractor must have locations that are accessible by public transportation and approved by DBH or a detailed implementation plan for starting services.
- E. The Contractor's personnel will possess appropriate licenses and certificates and be qualified in accordance with applicable statutes and regulations. The Contractor will obtain, maintain and comply with all necessary government authorizations, permits and licenses required to conduct its operations. In addition, the Contractor will comply with all applicable Federal, State and local laws, rules, regulations and orders in its operations including compliance with all applicable safety and health requirements as to the Contractor's employees.
- F. Staff Training Plan – Contractor is expected to provide training for staff on an ongoing basis, including training on the issue of service to culturally diverse consumers and their caretakers.
- G. The main clinic office must maintain "normal business" hours to allow for public access and County/State oversight, and offer clinical services to consumers during some evening and/or weekend hours as part of the 40 hours per week in which the clinic provides treatment. Contractor shall keep DBH informed of hours of operation.

## **ADDENDUM I**

- H. The Contractor will provide after-hours crisis response via telephone for consumers and their families or caregivers will be given an after-hours phone number through which they can access a clinician. Crisis intervention shall be available by phone after hours and weekends.

**BUSINESS ASSOCIATE AGREEMENT**

Except as otherwise provided in this Agreement, Family Service Agency 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. An impermissible use or disclosure of PHI is presumed to be a breach unless the Covered Entity or Business Associate demonstrates that there is a low probability the PHI has been compromised. 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 creates, receives, maintains or transmits PHI on behalf of such Covered Entity and 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, data storage, utilization review, quality assurance, billing, benefit management, practice management, and repricing; or
  - (b) any other function or activity regulated by the HIPAA Privacy or HIPAA Security Regulations; or
2. Provides, other than in the capacity of a member of the workforce of such Covered Entity, legal, actuarial, accounting, consulting, data Aggregation, management, administrative, accreditation or financial services to or for such Covered Entity where the provision of the service involves the disclosure of Personally Identifiable Health Information from such Covered Entity to the person.

A HIPAA Covered Entity may be the Business Associate of another Covered Entity.

- C. “Patient/Client” means Covered Entity funded person who is the patient or client of the Business Associate.
- D. “Covered Entity” means a health plan, a health care clearinghouse or a health care provider who transmits any health information in electronic form in connection with a transaction covered by HIPAA Privacy and Security Regulations.
- E. “Data Aggregation” means, with respect to PHI created or received by a Business Associate in its capacity as the Business Associate of a Covered Entity, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another Covered Entity, to permit data analyses that relate to the health care operations of the respective Covered Entities.
- F. “Discovered” means a breach shall be treated as discovered by Covered Entity or Business Associate as the first day on which such breach is known to such Covered Entity or Business Associate, respectively, (including any person, other than the individual committing the breach, that is an employee, officer or other agent of such entity or associate, respectively) or should reasonably have been known to such Covered Entity or Business Associate (or person) to have occurred.
- G. “Electronic Protected Health Information” or “Electronic PHI” means PHI that is transmitted by or maintained in electronic media as defined in the HIPAA Security Regulations.

- H. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- I. "HIPAA Privacy Rule" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to protect the privacy of Protected Health Information, including, but not limited to, 45 CFR Part 160 and 45 CFR Part 164, Subpart A and Subpart E.
- J. "HIPAA Security Rule" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to protect the security of Electronic Protected Health Information, including, but not limited to, 45 CFR Part 160 and 45 CFR Part 164, Subpart A and Subpart C.
- K. "HITECH Act" means the privacy, security and security Breach notification provisions applicable to Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), which is Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and any regulations promulgated thereunder.
- 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.

II. 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); and 45 C.F.R. 164.508 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 that reasonably and appropriately protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains or transmits on behalf of Covered Entity; and to ensure that any agent or subcontractor to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect PHI in accordance with the Security Rule under 45 C.F.R., Sections 164.308, 164.310, 164.312, 164.314 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; including but not limited to, encryption of all workstations, laptops and flash drives that store PHI.
4. Enter into written agreements with agents and subcontractors to whom Business Associate provides Covered Entity's PHI that impose the same restrictions and conditions on such agents and subcontractors that apply to Business Associate with respect to such PHI, and that require compliance with all appropriate safeguards as found in this agreement.

**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, its agents or subcontractors 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 one (1) business day upon the discovery of a potential breach consistent with the regulations promulgated under HITECH by the United States Department of Health and Human Services, 45 CFR Part 164, Subpart D. Upon discovery of the potential breach, the 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 five (5) calendar days of discovery of the potential breach to determine the following:
  - (a) The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;
  - (b) The unauthorized person who used PHI or to whom it was made;
  - (c) Whether the PHI was actually acquired or viewed; and
  - (d) The extent to which the risk to PHI has been mitigated.
3. Provide completed risk assessment and investigation documentation to Covered Entity's Office of Compliance within ten (10) 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. If the Business Associate is a HIPAA Covered Entity, the Business Associate must provide notification to the Covered Entity for review and approval and send said notification to the affected client(s). If the Business Associate is not a HIPAA Covered Entity, the County shall initiate and send the notice on behalf of the Business Associate.
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 Uses and 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 in accordance with provision II.C.4. [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)].

1. 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.
2. 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.
3. 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).
4. 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).

**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. If Business Associate maintains PHI in an electronic format, and an individual requests a copy of such information in electronic form, Business Associate shall provide such information in electronic form as required by 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, its agents and subcontractors 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.

**O. Direct Liability**

Business Associate may be held directly liable under HIPAA Rules for impermissible uses and disclosures of PHI; failure to provide breach notification to covered entity; failure to provide access to a copy of electronic PHI to covered entity or individual; failure to disclose PHI to secretary when investigating Business Associate's compliance with the HIPAA Rules; failure to provide an accounting of disclosures and failure to enter into a business associate agreement with subcontractors.

**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.

**F. Indemnification**

Business Associate agrees to indemnify, defend and hold harmless Covered Entity and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, penalties, injuries, costs and expenses (including costs for reasonable attorney fees) that are caused by or result from the acts or omissions of Business Associate, its officers, employees, agents and subcontractors, with respect to the use, access or disclosure of Covered Entity's PHI, including without limitation, any breach of PHI or any expenses incurred by Covered Entity in providing required breach notifications.

**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 or *expedited* 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, a Request for Second Opinion Form, and a 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 Services, the State Department of Health Care Services, 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

**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.

**San Bernardino County Mental Health Plan (MHP) Grievance Procedure**

**BENEFICIARY COMPLAINTS, APPEALS AND/OR GRIEVANCES**

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 credentialled 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.

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) 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 subcontract 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; (4) an abuse of authority related to the implementation or use of recovery funds; or (5) 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 Family Service Agency of San Bernardino shall:**

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

1. Contractor certifies to the following:
  - a. it is not presently excluded from participation in federal and state funded health care programs,
  - b. there is not an investigation currently being conducted, presently pending or recently concluded by a federal or state agency which is likely to result in exclusion from any federal or state funded health care program, and/or
  - c. unlikely to be found by a federal and state agency to be ineligible to provide goods or services.
2. As the official responsible for the administration of Contractor, the signatory certifies the following:
  - a. all of its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any federal or state funded health care programs,
  - b. there is not an investigation currently being conducted, presently pending or recently concluded by a federal or state agency of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any federal and state funded health care program, and/or
  - c. its officers, employees, agents and/or sub-contractors are otherwise unlikely to be found by a federal or state agency to be ineligible to provide goods or services.
3. Contractor certifies it has reviewed, at minimum 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 Services 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

County of San Bernardino

## Green Purchasing Report from \_\_\_\_\_ (Vendor)

Contract No. \_\_\_\_\_

MM/DD/YYYY to MM/DD/YYYY

**REPORT OF ENVIRONMENTALLY PREFERABLE GOODS AND SERVICES**  
**County of San Bernardino**

<b>EXAMPLES OF GREEN ATTRIBUTES</b>	<b>EXAMPLES OF CERTIFICATION AND/OR ACCREDITATION</b>
Biobased	Certified Approved Product (AP) Non-Toxic
Biodegradable	Ecologo Certified
Carcinogen-free	Energy Star
Chlorofluorocarbon (CFC)-free	Electronic Product Environmental Assessment Tool (EPEAT) program
Compostable	Forest Stewardship Council Certified
Energy efficiency	Green Seal Certified
Lead-free	Greenguard Certified
Less hazardous	Scientific Certification Systems (SCS)
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	