Contract Number
14-496 A-3

SAP Number
4400008102

Department of Behavioral Health

Department Contract Representative	Johnnetta Gibson
Telephone Number	(909) 388-0861
Contractor	Star View Behavioral Health, Inc.
Contractor Representative	Kent Dunlap
Telephone Number	(310) 373-4556
Contract Term	71/2014 to 6/30/2019
Original Contract Amount	$3,500,000
Amendment Amount	$1,300,000
Total Contract Amount	$4,800,000
Cost Center	9209201000

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

IT IS HEREBY AGREED AS FOLLOWS*:*

WITNESSETH:

IN THAT CERTAIN **Contract No. 14-496** by and between the County of San Bernardino, a political subdivision of the State of California, and Contractor for specialty mental health services for children and youth in placement, which Contract first became effective July 1, 2014, the following changes are hereby made and agreed to, effective July 1, 2018:

I. Article I Definition of Terminology, paragraphs I and J are hereby added to read as follows:

I. The terms beneficiary, client, consumer, customer, participant, or patient are used interchangeably throughout this document and refers to the individual(s) receiving services.

J. The U.S. Department of Health and Human Services (HHS) mission is to enhance and protect the health and well-being of all Americans by providing for effective health and human services and fostering advances in medicine, public health, and social services.

II. Article III Performance, the entire article is hereby amended to read as follows:

A. Under this Agreement, the Contractor shall provide those services, which are dictated by attached Addenda, Schedules and/or Attachments. The Contractor agrees to be

knowledgeable in and apply all pertinent local, State, and Federal laws and regulations; including, but not limited to those referenced in the body of this Agreement. In the event information in the Addenda, Schedules and/or Attachments conflicts with the basic Agreement, then information in the Addenda, Schedules and/or Attachments shall take precedence to the extent permitted by law.

B. Contractor shall provide Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) services for full scope Medi-Cal beneficiaries under age 21 in accordance with applicable provisions of law and Addendums I and II.

C. Limitations on Moral Grounds

1. Contractor shall not be required to provide, reimburse for, or provide coverage of a counseling or referral service if the Contractor objects to the service on moral or religious grounds.

2. If Contractor elects not to provide, reimburse for, or provide coverage of a counseling or referral service because of an objection on moral or religious grounds, it must furnish information about the services it does not cover as follows:

a. To DBH:

i. After executing this Contract;

ii. Whenever Contractor adopts the policy during the term of the Contract;

b. Consistent with the provisions of 42 Code of Federal Regulations part 438.10:

i. To potential beneficiaries before and during enrollment; and

ii. To beneficiaries at least thirty (30) days prior to the effective date of the policy for any particular service.

D. Contractor is prohibited from offering Physician Incentive Plans, as defined in Title 42 CFR Sections 422.208 and 422.210, unless approved by DBH in advance that the Plan(s) complies with the regulations.

E. Contractor agrees to submit reports as requested and required by the County and/or the Department of Health Care Services (DHCS).

F. Data Collection and Performance Outcome Requirements

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

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

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

1. Contractor must collect, manage, maintain and update client, service and episode data as well as staffing data as required for local, State, and Federal reporting.
2. Contractor shall provide information by entering or uploading required data into:
    a. County's billing and transactional database system.
    b. DBH's client information system and, when available, its electronic health record system.
    c. The "Data Collection and Reporting" (DCR) system, which collects and manages Full Service Partnership (FSP) information.
    d. Individualized data collection applications as specified by DBH, such as Objective Arts and the Prevention and Early Intervention (PEI) Database.
    e. Any other data or information collection system identified by DBH, the MHSOAC, OSHPD or DHCS.
3. Contractor shall comply with all requirements regarding paper or online forms:
    a. Bi-Annual Client Perception Surveys (paper-based): twice annually, or as designated by DHCS. Contractor shall collect consumer perception data for clients served by the programs. The data to be collected includes, but not limited to, the client's perceptions of the quality and results of services provided by the Contractor.
    b. Client preferred language survey (paper-based), if requested by DBH.
    c. Intermittent services outcomes surveys.
    d. Surveys associated with services and/or evidence-based practices and programs intended to measure strategy, program, component, or system level outcomes and/or implementation fidelity.
4. Data must be entered, submitted and/or updated in a timely manner for:
    a. All FSP and non-FSP clients: this typically means that client, episode and service-related data shall be entered into the County's billing and transactional database system.
    b. All service, program, and survey data will be provided in accordance with all DBH established timelines.
    c. Required information about FSP clients, including assessment data, quarterly updates and key events shall be entered into the DCR online system by the due date or within 48 hours of the event or evaluation, whichever is sooner.
5. Contractor will ensure that data are consistent with DBH's specified operational definitions, that data are in the required format, that data is correct and complete at time of data entry, and that databases are updated when information changes.
6. Data collection requirements may be modified or expanded according to local, State, and/or Federal requirements.

7. Contractor shall submit, monthly, its own analyses of the data collected for the prior month, demonstrating how well the contracted services or functions provided satisfied the intent of the Contract, and indicating, where appropriate, changes in operations that will improve adherence to the intent of the Contract. The format for this reporting will be provided by DBH.

8. Independent research involving clients shall not be conducted without the prior written approval of the Director of DBH. Any approved research must follow the guidelines in the DBH Research Policy.

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

G. Right to Monitor and Audit Performance and Records

1. Right to Monitor

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

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

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

inappropriate invoicing, timely and accurate data entry, meeting performance outcomes expectations, and violations issued directly from the State.

2. Availability of Records

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

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

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

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

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

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

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

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

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

3. Assistance by Contractor

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

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

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

J. Cultural Competency

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

1. Cultural and Linguistic Competency

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

a. To ensure equal access to quality care for diverse populations, Contractor shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.

b. Contractor shall be required to assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for

providing appropriate and effective mental health and substance use disorder treatment services.

c. Upon request, Contractor shall provide DBH with cultural specific service options available to be provided by Contractor.

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

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

i. Technical assistance to Contractor regarding cultural competency implementation.

ii. Demographic information to Contractor on service area for service(s) planning.

iii. Cultural competency training for DBH and Contractor personnel.

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

iv. Interpreter training for DBH and Contractor personnel, when available.

v. Technical assistance for Contractor in translating mental health and substance use disorder treatment services information to DBH's threshold language (Spanish). Technical assistance will consist of final review and field testing of all translated materials as needed.

K. Access by Public Transportation

Contractor shall ensure that services provided are accessible by public transportation *(if appropriate).*

L. Accessibility/Availability of Services

Contractor shall ensure that services provided are available and accessible to beneficiaries in a timely manner including those with limited English proficiency or physical or mental disabilities. Contractor shall provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities [(42 C.F.R. § 438.206(b)(1) and (c)(3)].

M. Site Inspection

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

N. 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.

O. Damage to County Issued/Loaned Equipment (If Applicable)

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

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

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

III. Article IV Funding is hereby renamed Funding and Budgetary Restrictions and the entire article is hereby amended to read as follows:

A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State, County or Federal governments which may in any way affect the provisions or funding of this Agreement, including, but not limited to those contained in the Schedules A and B. This Agreement is also contingent upon sufficient funds being made available by State, County or Federal governments for the term of the Agreement. Funding is by fiscal year period July 1 through June 30. Costs and services are accounted for by fiscal year. Any unspent fiscal year

allocation does not roll over and is not available in future years. Each fiscal year period will be settled to Federal and/or State cost reporting accountability.

B. The maximum financial obligation of the County under this Agreement shall not exceed the sum referenced in the Schedules A and B. The maximum financial obligation is further limited by fiscal year, funding source and service modalities as delineated on the Schedules A and B. Contractor may not transfer funds between funding sources, modes of services, or go over 15% of a budgeted line item without the prior written approval of the Director or designee. Budget line items applicable to the 15% rule are: (1) Total Salaries & Benefits and (2) Individual Operating Expense items. The County has the sole discretion of transferring funds between funding sources or modes of services.

1. It is understood between the parties that the Schedules A and B are budgetary guidelines. Contractor must adhere to the budget by funding outlined in the Schedule A of the Contract as well as track year-to-date expenditures. Contractor understands that costs incurred for services not listed or in excess of the funding in the Schedule A shall result in non-payment to Contractor for these costs.

C. Contractor agrees to renegotiate the dollar value of this Contract, at the option of the County, if the annualized projected units of service (minutes/hours of time/days) for any mode of service based on claims submitted through March of the operative fiscal year, is less than 90% of the projected minutes/hours of time/days for the modes of service as reported in the Schedules A and B.

D. If the annualized projected units of service (minutes/hours of time/days) for any mode of service, based on claims submitted through March of the operative fiscal year, is greater than/or equal to 110% of the projected units (minutes/hours of time/days) reported in the Schedules A and B, the County and Contractor agree to meet to discuss the feasibility of renegotiating this Agreement. Contractor must timely notify the County of Contractor's desire to meet.

E. County will take into consideration requests for changes to Contract funding, within the existing contracted amount. All requests must be submitted in writing by Contractor to DBH Fiscal no later than April 15 for the operative fiscal year. Requests must be addressed to the Deputy Director of Administrative Services, written on organizational letterhead, and include an explanation of the revisions being requested.

F. A portion of the funding for these services includes Federal Funds. The Federal CFDA number is 93.778.

G. If the Contractor provides services under the Medi-Cal program and if the Federal government reduces its participation in the Medi-Cal program, the County agrees to meet with Contractor to discuss renegotiating the total minutes/hours of time required by this Agreement.

H. Contractor Prohibited From Redirections of Contracted Funds:

1. Funds under this Agreement are provided for the delivery of mental health services to eligible beneficiaries under each of the funded programs identified in the Scope of Work. Each funded program has been established in accordance with the requirements imposed by each respective County, State and/or Federal payer source contributing to the funded program.

2. Contractor may not redirect funds from one funded program to another funded program, except through a duly executed amendment to this Agreement.

3. Contractor may not charge services delivered to an eligible beneficiary under one funded program to another funded program unless the recipient is also an eligible beneficiary under the second funded program.

I. Contractor must establish and maintain effective internal controls over all funding awarded to Contractor by County to provide reasonable assurance that Contractor complies with Federal, State, and County statutes, regulations, and terms and conditions of the Contract.

J. The Schedules A and B will be submitted to, and approved by, the Director or designee at a later date.

IV. Article V Payment is hereby renamed Provisional Payment and the entire article is hereby amended to read as follows

A. During the term of this Agreement, the County shall pay Contractor in arrears for eligible services provided under this Agreement and in accordance with the terms. County payments to Contractor for performance of eligible services hereunder are provisional until the completion of all settlement activities.

B. County's adjustments to provisional payments to Contractor will be based upon State adjudication of Medi-Cal claims, contractual limitations of this Agreement, annual cost report, application of various County, State and/or Federal reimbursement limitations, application of any County, State and/or Federal policies, procedures and regulations and/or County, State or Federal audits, all of which take precedence over monthly claim reimbursement. State adjudication of Medi-Cal claims, annual cost report and audits, as such payments, are subject to future County, State and/or Federal adjustments.

C. After fiscal review and approval of the billing or invoice, County shall provisionally pay Contractor, subject to the limitations and conditions specified in this Agreement, in accordance with the following:

1. The County will reimburse Contractor based upon Contractor's submitted and approved claims for rendered services/activities subject to claim adjustments, edits, and future settlement and audit processes.

2. Reimbursement for Outreach, Education and Support services (Modes 45 and 60) provided by Contractor will be at net cost, set forth in the applicable budgetary Schedules A and B.

3. Reimbursement Rates for Institutions for Mental Diseases: Pursuant to Section 5902 € of the WIC, Institutions for Mental Diseases (IMD), which are licensed by the DHCS, will be reimbursed at the rate(s) established by DHCS.

4. Reimbursement for mental health services claimed and billed through the DBH claims processing information system will utilize provisional rates based on a Cost Reimbursement methodology under this Agreement.

5. County will send Contractor a year-to-date Medi-Cal denied claims report on a monthly basis. It is the responsibility of Contractor to make any necessary corrections to the

denied services and notify the County. The County will resubmit the corrected services to DHCS for adjudication.

6. In the event that the denied claims cannot be corrected, and therefore the State DHCS will not adjudicate and approve the denied claims, the County will recover the paid funds from Contractor's current invoice payment. DBH Fiscal recovers denied claim amounts on a quarterly basis.

7. Quality Assurance Medi-Cal chart review disallowances will be recovered from Contractor's current invoice payment(s).

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

1. For each fiscal year period (FYs 2014-15, 2015-16, 2016-17, 2017-18 and 2018-19), no single monthly payment for Outreach, Education, and Support services (Modes 45 and 60) shall exceed one-twelfth (1/12) of the maximum allocations for the mode of service unless there have been payments of less than one-twelfth (1/12) of such amount for any prior month of the Agreement. To the extent that there have been such lesser payments, then the remaining amount(s) may be used to pay monthly services claims which exceed one-twelfth (1/12) of the maximum for that mode of service. Each claim shall reflect the actual costs expended by the Contractor subject to the limitations and conditions specified in this Agreement.

E. Monthly payments for Short-Doyle Medi-Cal services will be based on actual units of time (minutes, hours, or days) reported on Charge Data Invoices claimed to the State times the provisional rates in the DBH claiming system. The provisional rates will be updated at least twice a year throughout the life of the Contract and shall closely approximate final actual cost per unit rates for allowable costs as reported in the year-end cost report. All approved provisional rates will be superseded by actual cost per unit rate as calculated during the cost report cost settlement. Provisional payments for mental health services shall closely approximate final payments to ensure that neither County nor Contractor have large sums due or owed during the cost report settlement. In the event of a conflict between the provisional rates set forth in the most recent cost report and those contained in the Schedules A and B, the rates set forth in the most recent cost report or County Contract Rate (CCR), whichever is lower, shall prevail.

1. In accordance with WIC 14705 (c) Contractor shall ensure compliance with all requirements necessary for Medi-Cal reimbursement.

F. Contractor shall report to the County within sixty (60) calendar days when it has identified payments in excess of amounts specified for reimbursement of Medicaid services [42 C.F.R. §

438.608(c)(3)].

G. All approved provisional rates, including new fiscal year rates and mid-year rate changes, will only be effective prospectively from the time the approved provisional rates are entered into the rate table of the County's claiming system.

H. Contractor shall make its best effort to ensure that the proposed provisional reimbursement rates do not exceed the following: Contractor's published charges, Contractor's actual cost and the CCR.

I. Contractor shall maximize the Federal Financial Participation (FFP) reimbursement by claiming all possible Medi-Cal services and correcting denied services for resubmission, if applicable.

J. Pending a final settlement between the parties based upon the post Contract audit, it is agreed that the parties shall make preliminary settlement within one hundred twenty (120) days of the expiration date of this Agreement as described in the Annual Cost Report Settlement Article.

K. Contractor shall input Charge Data Invoices (CDI's) or equivalent into the County's billing and transactional database system by the seventh (7th) day of the month for the previous month's Medi-Cal based services. Contractor will be paid based on Medi-Cal claimed services in the County's billing and transactional database system for the previous month. Services cannot be billed by the County to the State until they are input into the County's billing and transactional database system.

L. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

M. Contractor shall be in compliance with the Deficit Reduction Act of 2005, Section 6032 Implementation. As a condition of payment for services, goods, supplies and merchandise provided to beneficiaries in the Medical Assistance Program ("Medi-Cal"), providers must comply with the False Claims Act employee training and policy requirements in 1902(a) of the Social Security Act [42 U.S.C. 1396(a) (68)], set forth in that subsection and as the Federal Secretary of the United States Department of Health and Human Services may specify.

N. As this contract may be funded in whole or in part with Mental Health Services Act funds signed into law January 1, 2005, Contractor must verify client eligibility for other categorical funding, prior to utilizing MHSA funds. Failure to verify eligibility for other funding may result in non-payment for services. Also, if audit findings reveal Contractor failed to fulfill requirements for categorical funding, funding source will not revert to MHSA. Contractor will be required to reimburse funds to the County.

O. Contractor agrees that no part of any Federal funds provided under this Contract shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at http://www.opm.gov/oca (U.S. Office of Personnel Management).

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

Q. Contractor shall have a written policy and procedures which outline the allocation of the indirect costs. These policies and procedures should follow the guidelines set forth in the Uniform Grant Guidance, Cost Principles and Audit Requirements for Federal Awards. Calculation of allocation rates must be based on actual data (total direct cost, labor costs, labor hours, etc.) from current fiscal year. If current data is not available, the most recent data may be used. Contractor shall acquire actual data necessary for indirect costs allocation purpose. Estimated costs must be reconciled to actual cost. Contractor must notify DBH in writing if the indirect cost rate changes.

R. Indirect cost rate claimed to DBH contracts cannot exceed fifteen percent (15%) of the Modified Total Direct Cost (MTDC) of the program unless Contractor can obtain a "Negotiated Indirect Cost Rates Agreement" from a cognizant agency responsible for negotiating and approving indirect cost rates for a nonprofit organization on behalf of all Federal agencies. All costs must be based on actual instead of estimated costs.

S. Prohibited Payments

1. County shall make no payment to Contractor other than payment for services covered under this Contract.

2. Federal Financial Participation is not available for any amount furnished to an excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the County failed to suspend payments during an investigation of a credible allegation of fraud [42 U.S.C. section 1396b(i)(2)].

3. In accordance with Section 1903(i) of the Social Security Act, County is prohibited from paying for an item or service:

   a. Furnished under contract by any individual or entity during any period when the individual or entity is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act.

   b. Furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person).

   c. Furnished by an individual or entity to whom the County has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the County determines there is good cause not to suspend such payments.

   d. With respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.

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

V. Article VII Cost Report Settlement is hereby renamed Annual Cost Report Settlement and the entire article is amended to read as follow:

A. Section 14705 (c) of the Welfare and Institutions Code (WIC) requires contractors to submit fiscal year-end cost reports. Contractor shall provide DBH with a complete and correct annual cost report not later than one hundred fifty (150) days at the end of each fiscal year and not later than sixty (60) days after the expiration date or termination of this Contract, unless otherwise notified by County.

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

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

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

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

a. Such reconciliation and settlement will be subject to the terms and conditions of this Agreement and any other applicable State and/or Federal statutes, regulations, policies, procedures, and/or other requirements pertaining to cost reporting and settlements for Title XIX and/or Title XXI and other applicable Federal and/or State programs.

2. Contractor shall submit an annual cost report for a preliminary cost settlement. This cost report shall be submitted no later than one hundred fifty (150) days after the end of the fiscal year and it shall be based upon the actual minutes/hours/days which have been approved by DHCS up to the preliminary submission period as reported by DBH.

3. Contractor shall submit a reconciled cost report for a final settlement. The reconciled cost report shall be submitted approximately eighteen (18) months after the fiscal year-end. The eighteen (18) month timeline is an approximation as the final reconciliation process is initiated by the State DHCS. The reconciliation process allows Contractor to add additional approved Medi-Cal units and reduce disallowed or denied units that have been corrected and approved subsequent to the initial cost report submission. Contractors are not permitted to increase total services or cost during this reconciliation process.

4. Each Annual Cost Report shall be prepared by Contractor in accordance with the Centers for Medicare and Medicaid Services' Publications #15-1 and #15-02; "The Providers Reimbursement Manual Parts 1 and 2;" the State Cost and Financial Reporting Systems (CFRS) Instruction Manual; and any other written guidelines that shall be provided to Contractor at the Cost Report Training, to be conducted by County

on or before October 15 of the fiscal year for which the annual cost report is to be prepared.

a. Attendance by Contractor at the County's Cost Report Training is mandatory.

b. Failure by Contractor to attend the Cost Report Training shall be considered a breach of this Agreement.

5. Failure by Contractor to submit an annual cost report within the specified date set by the County shall constitute a breach of this Agreement. In addition to, and without limiting, any other remedy available to the County for such a breach, the County may, at its option, withhold any monetary settlements due Contractor until the cost report(s) is (are) complete.

6. Only the Director or designee may make exception to the requirement set forth in the Annual Cost Report Settlement Article, Paragraph A above, by providing Contractor written notice of the extension of the due date.

7. If Contractor does not submit the required cost report(s) when due and therefore no costs have been reported, the County may, at its option, request full payment of all funds paid Contractor under Provisional Payment Article of this Agreement. Contractor shall reimburse the full amount of all payments made by the County to Contractor within a period of time to be determined by the Director or designee.

8. No claims for reimbursement will be accepted by the County after the cost report is submitted. The total costs reported on the cost report must match the total of all the claims submitted to DBH by Contractor as of the end of the fiscal year which includes revised and/or final claims. Any variances between the total costs reported in the cost report and fiscal year claimed costs must be justified during the cost report process in order to be considered allowable.

9. Annual Cost Report Reconciliation Settlement shall be subject to the limitations contained in this Agreement but not limited to:

   a. Available Match Funds

   b. Actual submitted and approved claims to those third-parties providing funds in support of specific funded programs.

D. As part of its annual cost report settlement, County shall identify any amounts due to Contractor by the County or due from Contractor to the County.

1. Upon issuance of the County's annual cost report settlement, Contractor may, within fifteen (15) calendar days, submit a written request to the County for review of the annual cost report settlement.

2. Upon receipts by the County of Contractor's written request, the County shall, within thirty (30) calendar days, meet with Contractor to review the annual cost report settlement and to consider any documentation or information presented by Contractor. Contractor may waive such meeting and elect to proceed based on written submission at its sole discretion.

3. Within thirty (30) calendar days of the meeting specified above, the County shall issue a response to Contractor including confirming or adjusting any amounts due to Contractor by the County or due from Contractor to the County.

4. In the event the Annual Cost Report Reconciliation Settlement indicates that Contractor is due payment from the County, the County shall initiate the payment process to Contractor before submitting the annual Cost report to DHCS or other State agencies.

5. In the event the Annual Cost Report Reconciliation Settlement indicates that Contractor owes payments to the County, Contractor shall make payment to the County in accordance with Paragraph E below (Method of Payments for Amounts Due to the County).

6. Regardless of any other provision of this Paragraph D, reimbursement to Contractor shall not exceed the maximum financial obligation by fiscal year, funding source, and service modalities as delineated on the Schedules A and B.

E. Method of Payments for Amounts Due to the County

1. Within ten (10) business days after written notification by the County to Contractor of any amount due by Contractor, Contractor shall notify the County as to which of the following five payments options Contractor requests be used as the method by which such amount shall be recovered by the County. Any such amount shall be:

   a. Paid in one cash payment by Contractor to the County;

   b. Deducted from future claims over a period not to exceed three (3) months;

   c. Deducted from any amounts due from the County to Contractor whether under this Agreement or otherwise;

   d. Paid cash payment(s) by Contractor to the County over a period not to exceed three (3) months; or

   e. A combination of any or all of the above.

2. If Contractor does not so notify the County within such ten (10) days, or if Contractor fails to make payment of any such amount to the County as required, then recovery of such amount from Contractor will be deducted in its entirety from immediate future claim(s) until recovered in full.

F. Notwithstanding Final Settlement: Audit Article, Paragraph F, County shall have the option:

1. To withhold payment, or any portion thereof, pending outcome of a termination audit to be conducted by County;

2. To withhold any sums due Contractor as a result of a preliminary and final cost settlement, pending outcome of a termination audit or similar determination regarding Contractor's indebtedness to County and to offset such withholdings as to any indebtedness to County.

G. Preliminary and Final Cost Settlement: The cost of services rendered shall be adjusted to the lowest of the following:

1. Actual net cost;

2. Actual and approved Short-Doyle/Medi-Cal services;

3. Published charges;

4. Maximum cost based upon the CCR for minutes/hours/days of time provided for each service function; or,

5. Maximum Contract amount.

VI. Article VIII Fiscal Award Monitoring, paragraph B is hereby revised to read as follows:

B. Contractor agrees to furnish duly authorized representatives from the County and the State access to patient/client records and to disclose to State and County representatives all financial records necessary to review or audit Contract services and to evaluate the cost, quality, appropriateness and timeliness of services. Contractor shall attain a signed confidentiality statement from said County or State representative when access to any patient records is being requested for research and/or auditing purposes. Contractor will retain the confidentiality statement for its records.

VII. Article IX Final Settlement: Audit, paragraphs A, B and D are hereby revised to read as follows:

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

B. Contractor agrees to furnish duly authorized representatives from the County and the State access to patient/client records and to disclose to State and County representatives all financial records necessary to review or audit Contract services and to evaluate the cost, quality, appropriateness and timeliness of services. Contractor shall attain a signed confidentiality statement from said County or State representative when access to any patient record is being requested for research and/or auditing purposes. Contractor will retain the confidentiality statement for its records.

D. The eligibility determination and the fees charged to, and collected from, patients whose treatment is provided for hereunder may be audited periodically by the County, DBH and the State.

VIII. Article X Single Audit Requirement, the entire article is hereby amended to read as follows:

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

A. The audit shall be performed by a licensed Certified Public Accountant (CPA).

B. The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, latest revision, issued by the Comptroller General of the United States.

C. At the completion of the audit, the Contractor must prepare, in a separate document from the auditor's findings, a corrective action plan to address each audit finding included in the auditor's report(s). The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. If Contractor does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.

D. Contractor is responsible for follow-up on all audit findings. As part of this responsibility, the Contractor must prepare a summary schedule of prior audit findings. The summary schedule of prior audit findings must report the status of all audit findings included in the prior audit's schedule of findings and questioned costs. When audit findings were fully corrected, the summary schedule need only list the audit findings and state that corrective action was taken.

E. Contractor must electronically submit within thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months following the end of the Contractor's fiscal year, to the Federal Audit Clearinghouse (FAC) the Data Collection Form SF-SAC (available on the FAC Web site) and the reporting package which must include the following:

1. Financial statements and schedule of expenditures of Federal awards
2. Summary schedule of prior audit findings
3. Auditor's report(s)
4. Corrective action plan

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

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

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

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

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

G. Contractor must prepare appropriate financial statements, including Schedule of Expenditures for Federal Awards (SEFA).

H. The work papers and the audit reports shall be retained for a minimum of ten (10) years from the date of the final audit report, and longer if the independent auditor is notified in writing by the County to extend the retention period.

I. Audit work papers shall be made available upon request to the County, and copies shall be made as reasonable and necessary.

IX. Article XIII Duration and Termination, paragraph A is hereby revised to read as follows:

A. The term of this Agreement shall be from July 1, 2014 through June 30, 2019 inclusive.

X. Article XIV Accountability: Revenue, paragraph C is hereby revised to read as follows:

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

XI. Article XV Patient/Client Billing, the entire article hereby revised to read as follows:

A. Contractor shall comply with all County, State and Federal requirements and procedures relating to:

1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with State guidelines and WIC Sections 5709 and 5710.

2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Contractor shall pursue and report collection of all patient/client and other revenue.

3. Contractor shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.

4. Failure of Contractor to report in all its claims and its annual cost report all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of Medi-Cal beneficiaries receiving services hereunder shall result in:

a. Contractor's submission of revised claim statement showing all such non-reported revenue.

b. A report by the County to DHCS of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries.

c. Any appropriate financial adjustment to Contractor's reimbursement.

B. Any covered services provided by Contractor or subcontractor shall not be billed to patients/clients for an amount greater than the County rate [42 C.F.R. § 438.106(c)].

C. Consumer/Client Liability for Payment

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

XII. Article XVI Personnel, the entire article hereby revised to read as follows:

A. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff as required by Title 9 of the California Code of Regulations for the mode(s) of service described in this Agreement. Contractor shall also satisfy any other staffing requirements necessary to participate in the Short-Doyle/Medi-Cal program, if so funded.

B. Contractor must follow DBH's credentialing and re-credentialing policy that is based on DHCS' uniform policy. Contractor must follow a documented process for credentialing and re-credentialing of Contractor's staff [42 C.F.R. §§ 438.12(a)(2) and 438.214(b)].

C. Contractor shall ensure the Staff Master is updated regularly for each service provider with the current employment and license/certification/registration/waiver status in order to bill for services and determine provider network capacity. Updates to the Staff Master shall be completed, including, but not limited to, the following events: new registration number obtained, licensure obtained, licensure renewed, and employment terminated. When updating the Staff Master, provider information shall include, but not limited to, the following: employee name; professional discipline; license, registration or certification number; National Provider Identifier (NPI) number and NPI taxonomy code; County's billing and transactional database system number; date of hire; and date of termination (when applicable).

D. Contractor shall comply with DBH's request(s) for provider information that is not readily available on the Staff Master form or the Management Information System as DBH is required by Federal regulation to update its paper and electronic provider directory, which includes contract agencies and hospitals, at least monthly.

E. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, County department or group head,

assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

F. Statements of Disclosure

1. Contractor shall submit a statement of disclosure of ownership, control and relationship information regarding its providers, managing employees, including agents and managing agents as required in Title 42 of the Code of Federal Regulations, Sections 455.104 and 455.105 for those having five percent (5%) or more ownership or control interest. This statement relates to the provision of information about provider business transactions and provider ownership and control and must be completed prior to entering into a contract, during certification or re-certification of the provider; within thirty-five (35) days after any change in ownership; annually; and/or upon request of the County. The disclosures to provide are as follows:

    a. Name and address of any person (individual or corporation) with an ownership or control interest in Contractor's agency. The address for corporate entities shall include, as applicable, a primary business address, every business location and a P.O. box address;

    b. Date of birth and Social Security Number (if an individual);

    c. Other tax identification number (if a corporation or other entity);

    d. Whether the person (individual or corporation) with an ownership or control interest in the Contractor's agency is related to another person with ownership or control in the same or any other network provider of the Contractor as a spouse, parent, child or sibling;

    e. The name of any other disclosing entity in which the Contractor has an ownership or control interest; and

    f. The name, address, date of birth and Social Security Number of any managing employee of the Contractor.

2. Contractor shall also submit disclosures related to business transactions as follows:

    a. Ownership of any subcontractor with whom the Contractor has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request; and

    b. Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the five (5) year period ending on the date of a request by County.

3. Contractor shall submit disclosures related to persons convicted of crimes regarding the Contractor's management as follows:

    a. The identity of any person who is a managing employee, owner or person with controlling interest of the Contractor who has been convicted of a crime related to Federal health care programs;

b. The identity of any person who is an agent of the Contractor who has been convicted of a crime related to Federal health care programs. Agent is described in 42 C.F.R. §455.101; and

c. The Contractor shall supply the disclosures before entering into a contract and at any time upon the County's request.

G. Contractor shall confirm the identity of its providers, employees, DBH-funded network providers, contractors and any person with an ownership or controlling interest, or who is an agent or managing employee by developing and implementing a process to conduct a review of applicable Federal databases in accordance with Title 42 of the Code of Federal Regulations, Section 455.436. In addition to any background check or Department of Justice clearance, the Contractor shall review and verify the following databases:

1. Social Security Administration's Death Master File to ensure new and current providers are not listed. Contractor shall conduct the review prior to hire and upon contract renewal (for contractor employees not hired at the time of contract commencement).

2. National Plan and Provider Enumeration System (NPPES) to ensure the provider has a NPI number, confirm the NPI number belongs to the provider, verify the accuracy of the providers' information and confirm the taxonomy code selected is correct for the discipline of the provider.

3. List of Excluded Individuals/Entities and General Services Administration's System for Award Management (SAM), the Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and DHCS Suspended and Ineligible Provider (S&I) List (if Medi-Cal reimbursement is received under this Contract), to ensure providers, employees, DBH-funded network providers, contractors and any person with an ownership or controlling interest, or who is an agent or managing employee are not excluded, suspended, debarred or otherwise ineligible to participate in the Federal and State health care programs. See the Licensing, Certification and Accreditation section of this Contract for further information on Excluded and Ineligible Person checks.

H. Contractor shall obtain records from the Department of Justice of all convictions of persons offered employment or volunteers as specified in Penal Code Section 11105.3.

I. Contractor shall inform DBH within twenty-four (24) hours or next business day of any allegations of sexual harassment, physical abuse, etc., committed by Contractor's employees against clients served under this Contract. Contractor shall report incident as outlined in Notification of Unusual Occurrences or Incident/Injury Reports paragraph in the Administrative Procedures Article.

J. Iran Contracting Act of 2010

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

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

K. Trafficking Victims Protection Act of 2000

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

The TVPA strictly prohibits any Contractor or Contractor employee from:

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

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

XIII. Article XVII Prohibited Affiliations, is hereby added to read as follows:

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

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

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

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

1. A director, officer, agent, managing employee, or partner of the Contractor [42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1)].
2. A subcontractor of the Contractor, as governed by 42 C.F.R. § 438.230. [42 C.F.R. § 438.610(c)(2)].
3. A person with beneficial ownership of 5 percent (5%) or more of the Contractor's equity [(42 C.F.R. § 438.610(c)(3)].

4. An individual convicted of crimes described in section 1128(b)(8)(B) of the Act [42 C.F.R. § 438.808(b)(2)].

5. A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Contract [42 C.F.R. § 438.610(c)(4)].

6. Contractor shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services, or the establishment of policies or provision of operational support for such services [42 C.F.R. § 438.808(b)(3)].

D. Conflict of Interest

1. Contractor shall comply with the conflict of interest safeguards described in 42 Code of Federal Regulations part 438.58 and the prohibitions described in section 1902(a)(4)(C) of the Act [42 C.F.R. § 438.3(f)(2)].

2. Contractor shall not utilize in the performance of this Contract any County officer or employee or other appointed County official unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular County employment [Pub. Con. Code § 10410; 42 C.F.R. § 438.3(f)(2)].

a. Contractor shall submit documentation to the County of current and former County employees who may present a conflict of interest.

XIV. Article XVII Licensing and Certification, is hereby renumbered and renamed as Article XVIII Licensing, Certification and Accreditation. The entire is article is replaced and reads as follows:

A. Contractor shall operate continuously throughout the term of this Agreement with all licenses, certifications and/or permits as are necessary to the performance hereunder. Failure to maintain a required license, certification, and/or permit may result in immediate termination of this Contract.

B. Contractor shall maintain for inpatient and residential services the necessary licensing and certification or mental health program approval throughout the term of this Contract.

C. Contractor shall inform DBH whether it has been accredited by a private independent accrediting entity [42 C.F.R. 438.332(a)]. If Contractor has received accreditation by a private independent accrediting entity, Contractor shall authorize the private independent accrediting entity to provide the County a copy of its most recent accreditation review, including:

1. Its accreditation status, survey type, and level (as applicable); and

2. Accreditation results, including recommended actions or improvements, corrective action plans, and summaries of findings; and

3. The expiration date of the accreditation [42 C.F.R. § 438.332(b)].

D. Contractor shall be knowledgeable of and compliant with State law and DBH policy/procedure regarding Medi-Cal Certification and ensure that the head of service is a licensed mental health professional or other appropriate individual.

E. Contractor shall ensure all service providers apply for, obtain and maintain the appropriate certification, licensure, registration or waiver prior to rendering services. Service providers must work within their scope of practice and may not render and/or claim services without a valid certification, licensure, registration or waiver. Contractor shall develop and implement a policy and procedure for all applicable staff to notify Contractor of a change in licensure/certification/waiver status, and Contractor is responsible for notifying DBH of such change.

F. Contractor shall comply with applicable provisions of the:

1. California Code of Regulations, Title 9;

2. California Business and Professions Code, Division 2; and

3. California Code of Regulations, Title 16.

G. Contractor shall comply with the United States Department of Health and Human Services OIG requirements related to eligibility for participation in Federal and State health care programs.

1. Ineligible Persons may include both entities and individuals and are defined as any individual or entity who:

   a. Is currently excluded, suspended, debarred or otherwise ineligible to participate in the Federal and State health care programs; or

   b. Has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal and State health care programs after a period of exclusion, suspension, debarment, or ineligibility.

2. Contractor shall review the organization and all its employees, subcontractors, agents, physicians and persons having five percent (5%) or more of direct or indirect ownership or controlling interest of the Contractor for eligibility against the following databases: SAM and the OIG's LEIE respectively to ensure that Ineligible Persons are not employed or retained to provide services related to this Contract. Contractor shall conduct these reviews before hire or contract start date and then no less than once a month thereafter.

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

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

3. If Contractor receives Medi-Cal reimbursement, Contractor shall review the organization and all its employees, subcontractors, agents and physicians for eligibility against the DHCS S&I List to ensure that Ineligible Persons are not employed or retained to provide services related to this Contract. Contractor shall conduct this review before hire or contract start date and then no less than once a month thereafter.

   a. S&I List can be accessed at: http://medi-cal.ca.gov/default.asp.

4. Contractor shall certify or attest that no staff member, officer, director, partner or principal, or sub-contractor is "excluded" or "suspended" from any Federal health care program, federally funded contract, state health care program or state funded contract. This certification shall be documented by completing the Attestation Regarding Ineligible/Excluded Persons (**Attachment I**) at time of the initial contract execution and annually thereafter. Contractor shall not certify or attest any excluded person

working/contracting for its agency and acknowledges that the County shall not pay the Contractor for any excluded person. The Attestation Regarding Ineligible/Excluded Persons shall be submitted to the following program and address:

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

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

5. Contractor acknowledges that Ineligible Persons are precluded from employment and from providing Federal and State funded health care services by contract with County.

6. Contractor shall have a policy regarding the employment of sanctioned or excluded employees that includes the requirement for employees to notify the Contractor should the employee become sanctioned or excluded by the OIG, General Services Administration (GSA), and/or DHCS.

7. Contractor acknowledges any payment received for an excluded person may be subject to recovery and/or considered an overpayment by DBH/DHCS and/or be the basis for other sanctions by DHCS.

8. Contractor shall immediately notify DBH should an employee become sanctioned or excluded by the OIG, GSA, and/or DHCS.

XV. Article XIX Health Information System, is hereby added to read as follows:

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

B. Contractor's health information system shall, at a minimum:

1. Collect data on beneficiary and Contractor characteristics as specified by the County, and on services furnished to beneficiaries as specified by the County; [42 C.F.R. § 438.242(b)(2)].

2. Ensure that data received is accurate and complete by:

a. Verifying the accuracy and timeliness of reported data.

b. Screening the data for completeness, logic, and consistency.

c. Collecting service information in standardized formats to the extent feasible and appropriate.

C. Contractor shall make all collected data available to DBH and, upon request, to DHCS and/or CMS [42 C.F.R. § 438.242(b)(4)].

D. Contractor's health information system is not required to collect and analyze all elements in electronic formats [Cal. Code Regs., tit. 9, § 1810.376(c)].

XVI. Article XVII Administrative Procedures is hereby renumbered as Article XX. The entire article is revised to read as follows:

A. Contractor agrees to adhere to all applicable provisions of:

1. State Notices,

2. DBH Policies and Procedures on Advance Directives, and;

3. County DBH Standard Practice Manual (SPM). Both the State Notices and the DBH SPM are included as a part of this Contract by reference.

B. Contractor shall have a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, any required State or Federal notices (Deficit Reduction Act), and procedures for reporting unusual occurrences relating to health and safety issues.

C. All written materials for potential beneficiaries and beneficiaries with disabilities must utilize easily understood language and a format which is typically at 5th or 6th grade reading level, in a font size no smaller than 12 point, be available in alternative formats and through the provision of auxiliary aids and services, in an appropriate manner that takes into consideration the special needs of potential beneficiaries or beneficiaries with disabilities or limited English proficiency and include a large print tagline and information on how to request auxiliary aids and services, including the provision of the materials in alternative formats [42 C.F.R. 438.10(d)(6)(ii)]. The aforementioned written materials may only be provided electronically by the Contractor if all of the following conditions are met:

1. The format is readily accessible;

2. The information is placed in a location on the Contractor's website that is prominent and readily accessible;

3. The information is provided in an electronic form which can be electronically retained and printed;

4. The information is consistent with the content and language requirements of this Attachment; and

5. The beneficiary is informed that the information is available in paper form without charge upon request and Contractor provides it upon request within five (5) business days [42 C.F.R. 438.10(c)(6)].

D. Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary with disabilities at no cost. Large print means printed in a font size no smaller than 18 point [42 C.F.R. § 438.10(d)(3)].

E. Contractor shall provide the required information in this section to each beneficiary when first receiving Specialty Mental Health Services and upon request [1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), p. 26, attachments 3 and 4; Cal. Code Regs., tit. 9, § 1810.360(e)].

F. Provider List

Contractor shall ensure that staff is knowledgeable of and compliant with State and DBH policy/procedure regarding DBH Provider Directories. Contractor agrees to demonstrate that staff knows how to access Provider List as required by DBH.

G. Beneficiary Informing Materials

Contractor shall ensure that staff is knowledgeable of and compliant with State and DBH policy/procedure regarding Beneficiary Informing Materials which includes, but is not limited to the Guide to Medi-Cal Mental Health Services. Contractor shall only use the DBH and DHCS developed and approved handbooks, guides and notices.

H. If a dispute arises between the parties to this Agreement concerning the interpretation of any State Notice or a policy/procedure within the DBH SPM, the parties agree to meet with the Director to attempt to resolve the dispute.

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

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

K. Grievance and Complaint Procedures

Contractor shall ensure that staff are knowledgeable of and compliant with the San Bernardino County Beneficiary Grievance and Appeals Procedures and ensure that any complaints by recipients are referred to DBH in accordance with the procedure.

L. Notice of Adverse Benefit Determination Procedures

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

M. Notification of Unusual Occurrences or Incident/Injury Reports

1. Contractor shall notify DBH, within twenty-four (24) hours or next business day, of any unusual incident(s) or event(s) that occur while providing services under this Contract, which may result in reputational harm to either the Contractor or the County. Notice shall be made to the assigned contract oversight DBH Program Manager with a follow-up call to the applicable Deputy Director.

2. Contractor shall submit a written report to DBH within three (3) business days of occurrence on DBH Unusual Occurrence/Incident Report form or on Contractor's own form preapproved by DBH Program Manager or designee.

3. If Contractor is required to report occurrences, incidents or injuries as part of licensing requirements, Contractor shall provide DBH Program Manager or designee with a copy of report submitted to applicable State agency.

4. Written reports shall not be made via email unless encryption is used.

N. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the

terms of this Contract shall acknowledge the County of San Bernardino Department of Behavioral Health as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with and approved by the County prior to publication. Contractor shall receive written permission from DBH prior to publication of said training materials.

O. Release of Information

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

P. Ownership of Documents

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

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

R. Travel

Contractor shall adhere to the County's Travel Management Policy (8-02) when travel is pursuant to this Agreement and for which reimbursement is sought from the County. In addition, Contractor shall, to the fullest extent practicable, utilize local transportation services, including but not limited to Ontario Airport, for all such travel.

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

T. Contractors that provide day treatment intensive or day rehabilitation shall have a written description of the day treatment intensive and/or day rehabilitation program that complies with **Attachment III** of this Contract.

XVII. Article XIX Laws and Regulations is renumbered as Article XXI. Paragraphs A, E and F are revised to read as follows:

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

1. Mental Health Plan (MHP) Contract with the State;

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

E. Privacy and Security

1. Contractor shall comply with all applicable State and Federal regulations pertaining to privacy and security of client information including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), as incorporated in the American Recovery and Reinvestment Act of 2009. Regulations have been promulgated governing the privacy and security of individually identifiable health information (IIHI) and/or Protected Health Information (PHI) or electronic Protected Health Information (ePHI).
2. In addition to the aforementioned protection of IIHI, PHI and e-PHI, the County requires Contractor to adhere to the protection of Personally Identifiable Information (PII) and Medi-Cal PII. PII includes any information that can be used to search for or identify individuals such as but not limited to name, social security number or date of birth. Whereas Medi-Cal PII is the information that is directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining or verifying eligibility that can be used alone or in conjunction with any other information to identify an individual.
3. Contractor shall comply with the HIPAA Privacy and Security Rules, which includes but is not limited to implementing administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of PHI; implementing reasonable and appropriate policies and procedures to comply with the standards; conducting a risk analysis regarding the potential risks and vulnerabilities of the confidentiality, integrity and availability of PHI; conducting privacy and security awareness and training at least annually and retain training records for at least ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later, and limiting access to those persons who have a business need.
4. Contractor shall comply with the data security requirements set forth by the County as referenced in **Attachment II**.
5. Reporting of Improper Access, Use or Disclosure or Breach

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

a. Provide DBH Office of Compliance with the following information to include but not limited to:

   i. Date the potential breach occurred;

   ii. Date the potential breach was discovered;

   iii. Number of staff, employees, subcontractors, agents or other third parties and the titles of each person allegedly involved;

   iv. Number of potentially affected patients/clients; and

   v. Description of how the potential breach allegedly occurred.

b. Provide an update of applicable information to the extent known at that time without reasonable delay and in no case later than three (3) calendar days of discovery of the potential breach.

c. Provide completed risk assessment and investigation documentation to DBH Office of Compliance within ten (10) calendar days of discovery of the potential breach with decision whether a breach has occurred, including the following information:

   i. The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;

   ii. The unauthorized person who used PHI or to whom it was made;

   iii. Whether the PHI was actually acquired or viewed; and

   iv. The extent to which the risk to PHI has been mitigated.

d. Contractor is responsible for notifying the client and for any associated costs that are not reimbursable under this Contract, if a breach has occurred. Contractor must provide the client notification letter to DBH for review and approval prior to sending to the affected client(s).

e. Make available to the County and governing State and Federal agencies in a time and manner designated by the County or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a potential breach for the purposes of audit or should the County reserve the right to conduct its own investigation and analysis.

F. Program Integrity Requirements

1. General Requirement

As a condition for receiving payment under a Medi-Cal managed care program, Contractor shall comply with the provisions of Title 42 C.F.R. Sections 438.604, 438.606,

438.608 and 438.610. Contractor must have administrative and management processes or procedures, including a mandatory compliance plan, that are designed to detect and prevent fraud, waste or abuse.

a. If Contractor identifies an issue or receives notification of a complaint concerning an incident of possible fraud, waste, or abuse, Contractor shall immediately notify DBH; conduct an internal investigation to determine the validity of the issue/complaint; and develop and implement corrective action if needed.

b. If Contractor's internal investigation concludes that fraud or abuse has occurred or is suspected, the issue if egregious, or beyond the scope of the Contractor's ability to pursue, the Contractor shall immediately report to the DBH Office of Compliance for investigation, review and/or disposition.

c. Contractor shall immediately report to DBH any overpayments identified or recovered, specifying the overpayments due to potential fraud.

d. Contractor shall immediately report any information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility, including changes in the beneficiary's residence or the death of the beneficiary.

e. Contractor shall immediately report any information about a change in contractor's or contractor's staff circumstances that may affect eligibility to participate in the managed care program

f. Contractor shall implement and maintain processes or procedures designed to detect and prevent fraud, waste or abuse that includes provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered by Contractor were actually furnished to beneficiaries, demonstrate the results to DBH, and apply such verification procedures on a regular basis.

g. Contractor understands DBH, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time if there is a reasonable possibility of fraud or similar risk.

2. Compliance Plan and Program

DBH has established an Office of Compliance for purposes of ensuring adherence to all standards, rules and regulations related to the provision of services and expenditure of funds in Federal and State health care programs. Contractor shall either adopt DBH's Compliance Plan/Program or establish its own Compliance Plan/Program and provide documentation to DBH to evaluate whether the Program is consistent with the elements of a Compliance Program as recommended by the United States Department of Health and Human Services, Office of Inspector General.

Contractor's Compliance Program must include the following elements:

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

account. The committee shall be accountable to the Contractor's Board of Directors.

b. Policies and Procedures

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

i. Contractor shall establish and implement procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they arise, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under the Contract.

ii. Contractor shall implement and maintain written policies for all DBH funded employees, and of any contractor or agent, that provide detailed information about the False Claims Act and other Federal and state laws, including information about rights of employees to be protected as whistleblowers.

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

iv. Contractor shall have a Compliance Plan demonstrating the seven (7) elements of a Compliance Plan. Contractor has the option to develop its own or adopt DBH's Compliance Plan. Should Contractor develop its own Plan, Contractor shall submit the Plan prior to implementation for review and approval to:

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

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

c. Code of Conduct

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

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

DBH Office of Compliance
303 East Vanderbilt Way

San Bernardino, CA 92415-0026

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

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

d. Excluded/Ineligible Persons

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

e. Internal Monitoring and Auditing

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

i. Contractor shall take reasonable precaution to ensure that the coding of health care claims and billing for same are prepared and submitted in an accurate and timely manner and are consistent with Federal, State and County laws and regulations as well as DBH's policies and/or agreements with third party payers. This includes compliance with Federal and State health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or its agents.

ii. Contractor shall not submit false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind.

iii. Contractor shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, Contractor shall use only correct billing codes that accurately describe the services provided.

iv. Contractor shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified by the County, Contractor, outside auditors, etc.

v. Contractor shall ensure all employees/service providers maintain current licensure/credential/registration/waiver status as required by the respective licensing Board, applicable governing State agency(ies) and Title 9 of the California Code of Regulations.

f. Response to Detected Offenses

Contractor shall respond to and correct detected health care program offenses relating to this Contract promptly. Contractor shall be responsible for developing corrective action initiatives for offenses to mitigate the potential for recurrence.

g. Compliance Training

Contractor is responsible for ensuring its Compliance Officer, and the agency's senior management, employees and contractors attend trainings regarding Federal and State standards and requirements. The Compliance Officer must attend effective training and education related to compliance, including but not limited to, seven elements of a compliance program and fraud, waste and abuse. Contractor is responsible for conducting and tracking Compliance Training for its agency staff. Contractor is encouraged to attend DBH Compliance trainings, as offered and available.

h. Enforcement of Standards

Contractor shall enforce compliance standards uniformly and through well-publicized disciplinary guidelines. If Contractor does not have its own standards, the County requires the Contractor utilize DBH policies and procedures as guidelines when enforcing compliance standards.

i. Communication

Contractor shall establish and maintain effective lines of communication between its Compliance Officer and Contractor's employees and subcontractors. Contractor's employees may use Contractor's approved Compliance Hotline or DBH's Compliance Hotline (800) 398-9736 to report fraud, waste, abuse or unethical practices. Contractor shall ensure its Compliance Officer establishes and maintains effective lines of communication with DBH's Compliance Officer and program.

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

XVIII. Article XX Patients' Rights is renumbered as Article XXII.

XIX. Article XXI Confidentiality is renumbered as Article XXIII.

XX. Article XXII Admission Policies is renumbered as Article XXIV.

XXI. Article XXIII Medical Records/Protected Health Information is renumbered as Article XXV. Paragraph A is hereby revised to read as follows:

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

1. The minimum maintenance requirement of medical records is:

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

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

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

2. The minimum contractual requirement for the retention of medical records is:

a. For adults and emancipated minors, ten (10) years following discharge (last date of service), the final date of the contract period or from the date of completion of any audit, whichever is later;

b. For unemancipated minors, a minimum of ten (10) years after they have attained the age of 18, but in no event less than ten (10) years following discharge (last date of service), the final date of the contract period or from the date of completion of any audit, whichever is later.

c. County shall be informed within three (3) business days, in writing, if client medical records are defaced or destroyed prior to the expiration of the required retention period.

XXII. Article XXIV Transfer of Care is renumbered as Article XXVI.

XXIII. Article XXV Quality Assurance/Utilization Review is renumbered as Article XXVII. Paragraph C is revised to read as follows:

C. Contractor agrees to implement a Quality Improvement Program as part of program operations. This program will be responsible for monitoring documentation, quality improvement and quality care issues. Contractor will work with DBH Quality Management Division on a regular basis, and provide any tools/documents used to evaluate Contractor's documentation, quality of care and the quality improvement process.

XXIV. Article XXVI Independent Contractor Status is renumbered as Article XXVIII.

XXV. Article XXVII Subcontractor Status is renumbered as Article XXIX. Paragraphs B and C are revised to read as follows:

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

C. Ineligible Persons

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

XXVI. Article XXVIII Attorney Costs & Fees is renumbered as Article XXX.

XXVII. Article XXIX Indemnification and Insurance is renumbered as Article XXXI. Paragraphs K and L are revised to read as follows

K. Insurance Specifications

Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or

endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

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

1. Workers' Compensation/Employers Liability

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

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

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

2. Commercial/General Liability Insurance

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

   a. Premises operations and mobile equipment.

   b. Products and completed operations.

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

   d. Explosion, collapse and underground hazards.

   e. Personal Injury.

   f. Contractual liability.

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

3. Automobile Liability Insurance

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

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

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

4. Umbrella Liability Insurance

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

5. Cyber Liability Insurance

Cyber Liability Insurance with limits of not less than $1,000,000 for each occurrence or event with an annual aggregate of $2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

L. Professional Services Requirements

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

or

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

or

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

2. Abuse/Molestation Insurance – The Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation, and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

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

XXVIII. Article XXX Nondiscrimination is renumbered as Article XXXII. Paragraphs A and B are revised to read as follows and paragraph F is added to read as follows

A. General

Contractor agrees to serve all clients without regard to race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or

disability pursuant to the Civil Rights Act of 1964, as amended (42 U.S.C., Section 2000d), Executive Order No. 11246, September 24, 1965, as amended, Title IX of the Education Amendments of 1972, and Age Discrimination Act of 1975.

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

B. Americans with Disabilities Act/Individuals with Disabilities

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

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

XXIX. Article XXXI Contract Amendments is renumbered as XXXIII.

XXX. Article XXXII Assignment is renumbered as XXXIV.

XXXI. Article XXXIII Severability is renumbered as XXXV.

XXXII. Article XXXIV Improper Consideration is renumbered as XXXVI.

XXXIII. Article XXXV Venue is renumbered as XXXVII.

XXXIV. Article XXXVI Conclusion is renumbered as XXXVIII.

XXXV. Addendum I Description of Program Services for the CTF is hereby revised.

XXXVI. Addendum II Description of Program Services for the PHF is hereby revised.

XXXVII. Attachment I San Bernardino County Mental Health Plan (MHP) Grievance Procedure is hereby removed.

XXXVIII. Attachment II Attestation Regarding Ineligible/Excluded Persons is hereby re-numbered as Attachment I and is attached.

XXXIX. Attachment III Data Security Requirements is hereby revised and re-numbered as Attachment II.

XL. Attachment IV Requirements for Day Treatment Intensive and Day Rehabilitation is hereby re-numbered as Attachment III.

XLI. All previously approved schedules remain in effect. The Fiscal Year 2018-19 Schedules A and B will be submitted to, and approved by, the Director or designee at a later date.

XLII. All other terms, conditions, and covenants in the basic agreement remain in full force and effect.

BOARD OF SUPERVISORS

►

Robert A. Lovingood, Chairman, Board of Supervisors

Dated: _____

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

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

By _____
Deputy

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

By _____
(Authorized signature - sign in blue ink)

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

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Frank Salazar, Deputy County Counsel	Natalie Kessee, Contracts Manager	Veronica Kelley, Director
Date _____	Date _____	Date _____

ADDENDUM I

EARLY AND PERIODIC SCREENING, DIAGNOSIS AND TREATMENT (EPSDT)
MEDI-CAL MENTAL HEALTH SERVICES FOR YOUTH IN RESIDENTIAL PLACEMENT

Provided by Star View Adolescent Center
7700 Edgewater Drive, Suite 658
Oakland, Ca. 90505
Phone: (510) 635-9705

Program Site: Star View Adolescent Center
4025 West 226th Street
Torrance, CA. 90505
(310) 373-4556

(Within their Community Treatment Facility Program)

MODE OF SERVICE	SERVICE FUNCTION
DAY TREATMENT	INTENSIVE, FULL DAY
OUTPATIENT	CRISIS INTERVENTION
OUTPATIENT	MENTAL HEALTH SERVICES
OUTPATIENT	CASE MANAGEMENT/BROKERAGE
OUTPATIENT	MEDICATION SUPPORT
THERAPEUTIC BEHAVIORAL SERVICES	TBS

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

A. Mental Health Recovery, Wellness, and Resilience (RWR) is an approach to helping the individual to live a healthy, satisfying, and hopeful life according to his or her own values and cultural framework despite limitations and/or continuing effects caused by his or her mental illness. RWR focuses on client strengths, skills and possibilities, rather than on illness, deficits, and limitations, in order to encourage hope (in staff and clients) and progress toward the life the client desires. RWR involves collaboration with clients and their families, support systems and involved others to help take control of major life decisions and client care. RWR encourages involvement or re-involvement of clients in family, social, and community roles that are consistent with their values, culture, and preferred language; it facilitates hope and empowerment with the goal of counteracting internal and external "stigma"; it improves self-esteem; it encourages client self-management of his/her life and the making of his/her own choices and decisions, it re-integrates the client 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 the "DESCRIPTION OF SPECIFIC SERVICES TO BE PROVIDED" Section of this Addendum.

II. TARGET POPULATION TO BE SERVED:

A. REFERRAL PROCESS

The Community Treatment Facility will serve Medi-Cal eligible minors referred from Children and Family Services (CFS), Probation, and Behavioral Health programs that demonstrate the need for this level of care. Referrals will be identified, screened and certified for RCL-14 placement by the County of San Bernardino Interagency Placement Council (IPC). Contractor will have the capability to provide services 24 hours a day, 7 days a week .

B. PERSONS TO BE SERVED

Contractor shall provide services to children and adolescents, ages twelve (12) to seventeen (17), with a history of multiple placement failures in less restrictive environments. These minors may be identified as wards or dependents of the courts with serious emotional disturbance (SED), having been assessed by the Department of Behavioral Health (DBH); and have been determined to require residential placement and mental health treatment services.

1. Patient Profile and Limitations:

In order to be admitted to the Community Treatment Facility (CTF) the child or adolescent must meet all of the following criteria:

a. The child will require a period of containment to participate in and benefit from mental health treatment and the CTF program must be reasonably expected to improve the child's mental disorder.

b. The child must be seriously emotionally disturbed.

c. Other, less restrictive interventions must have been attempted and proved insufficient or the child is an inpatient in a psychiatric hospital, a state hospital, or an out-of–state placement.

d. DBH must provide RCL – 14 certification for the child to be placed in the CTF

e. Consent from parents, the court, or the conservator must be properly obtained.

2. Legal Criteria for Placement:

a. Voluntary: A court ward or dependent who voluntarily applies for admission and is found capable of making such a voluntary application by the court pursuant to W&I Code 6552, or

b. Conserved: The child is conserved pursuant to W&I Code Section 5350 and the conservator consents to the placement, or

c. Voluntary per parent: The child's parent's consent and s/he is under the custody and control of her/his parents. If the child is between the ages of 14 and 17, and objects to placement in the CTF, the child is entitled to a pre-admission hearing to contest the placement.

3. Medical Clearance:

The Facility operates as a treatment facility for sub-acute psychiatric problems. Clients who need acute medical care combined with psychiatric care cannot be treated or admitted to this facility, but must be referred to a general acute care hospital. This facility can only provide services to those individuals whose medical and/or physical problems can be handled on an outpatient level of care.

This facility is not a treatment facility for patients whose primary problem is drug or alcohol related, or based on developmental disabilities.

4. Seriously emotionally disturbed (SED):

This means minors who have a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders (current edition) other than a primary substance abuse disorder or developmental disorder, which results in behavior inappropriate to the child's age according to expected developmental norms. Members of this target population shall meet one or more of the following criteria:

a. As a result of the mental disorder the child has substantial impairment in at least two of the following areas: self-care, family relationships, school functioning, or ability to function in the community; and the mental disorder and impairments have been present for more than six months or are likely to continue for more than one year without treatment.

b. The child displays one of the following: psychotic features, risk of suicide or risk of violence due to a mental disorder.

c. The child has been discharged from an acute psychiatric setting within the last 24-hours but continues to need structure and support and/or psychopharmacology intervention to facilitate symptom stabilization and to promote an increase in community functioning.

C. PROVIDER ADEQUACY

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

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

III. DESCRIPTION OF SPECIFIC SERVICES TO BE PROVIDED

Mental health services are interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirement for learning, development, independent living and enhanced self-sufficiency. Services shall be directed toward achieving the individual's goals, desired results, and personal milestones. The CTF Program will assist in clients' transition to the most appropriate and least restrictive residential setting, including home. Transitional services will include a variety of modalities, milieus, and services to assist the minor to stabilize to make this transition.

A. PROGRAM DESIGN:

1. The Contractor shall provide residents of the CTF with a comprehensive mental health program that includes Day Treatment Intensive Services, Crisis Intervention, Mental Health Services (Individual, Group, and Family Therapy), Case Management/Brokerage, Medication Support services, and, supplemental Therapeutic Behavioral Services (as authorized and approved by DBH ACCESS). These services shall include a thorough assessment of each youth's mental health status, the development of a complete treatment plan and interventions, and an integrated approach to alleviating symptoms related to the youth's identified DSM diagnosis.

   The Contractor shall provide a range of services by the facility's interdisciplinary staff that includes, but not limited to:

   a. Psychiatric evaluation and diagnostic services
   b. Psychosocial assessment
   c. Individual therapy
   d. Group therapy
   e. Family therapy
   f. Medication therapy

g. Activities therapy

h. Therapeutic Behavioral Services (TBS) approved and authorized by DBH Access Unit.

i. Discharge planning

2. Education is provided in the facility by South Bay High School in its distinct onsite state certified nonpublic school. The interdisciplinary treatment team works with patients to attain treatment goals so the client can, as quickly as possible, return to a less intensive level of care.

3. The Contractor will provide a highly structured and supervised milieu geared at stabilizing children so they can function in other settings. The staff includes licensed mental health professionals (psychiatrists, psychologists, social worker, marriage, and family and child care counselors, and nurses) as well as a host of paraprofessionals. The purpose of the Contractor's mental health program is to prevent hospitalization and to return children to a less restrictive community setting as soon as possible.

4. The Contractor shall remain a nonprofit provider and shall operate a group home program in compliance with all laws and regulations governing community group home especially those contained in California Code of Regulations Title 22, Division 6 (Community Care Facilities). The Contractor shall at all times maintain appropriate licenses to operate a children's group home pursuant to existing law and maintain certification as a CTF.

5. The Contractor must ensure that the children receive all basic care and supervision including, but not limited to:

   Room and board including meals that meets daily nutritional requirements.

   a. Twenty-four (24)-hour/day staffing and intensive supervision.

   b. Medical and dental care, including annual evaluations.

   c. Daily structured recreational and leisure time activities.

   d. On-going discussions and coordination with the education and treatment programs.

   e. Personal needs.

   f. Clothing.

   g. Personal allowances.

   h. A therapeutic milieu shall be provided within the facility, which is geared toward the child's developmental needs and level of emotional/behavioral disorder.

6. The Contractor shall develop a plan on each child and family, indicating the services needed by the child and the family and how and where those needs will be met by the plan. When services are provided through other local programs the Contractor shall specify how coordination of the programs are to occur. The Contractor shall adhere to the standards set by the regulations defined by State of California Department of Social Services Community Care Licensing and the State Department of Health Care Services and its treatment program operates in accordance with the Welfare and Institutions Code applicable to all Short-Doyle Community programs in the State of California.

7. All records shall be maintained as required by Title 9 and Title 22 of the California Code of Regulations. Contractor shall send copies of all Serious Incident Reports (S.I.R.s)

and Child Abuse Allegations to Children's Case Management/Contract Monitor within two (2) days.

B. SPECIFIC SERVICES:

Contractor will provide the following services in accordance with Welfare and Institutions Code 5600 et. Seq. and identified herein as listed below.

1. Day Treatment Intensive (DTI):

The Contractor provides a 7-day-a-week, full-day Day Rehabilitation Program (as defined in Title 9, CCR, Sections 1810.213 and 1810.212), and includes more than 4 hours each day of various services. Contractor's Day Rehabilitation Program is an after school program and is provided between the hours of 3:00 PM to 8:30 PM, Monday through Friday, and 1:00 PM to 5:30 PM, Saturday and Sunday, for a total of 365 days per year. Contractor's integrated approach provides a package of intensive services including individual, group and family therapy, a structured milieu program, and collateral services. As part of this package of services a qualified mental health staff will provide assessment, evaluation, and plan development services and the rehabilitative services provided within this program include: therapeutic recreation, goal-specific therapy groups, process-oriented groups, transitional groups, life skills, stress management training and anger management training. Contractor's Day Rehabilitation Program will provide at least one (1) licensed (waived/registered) mental health professional per eight (8) clients throughout the hours of the program. This staff will meet all Title 9 requirements.

Day Treatment Intensive (DTI) is defined as a structured multi-disciplinary program of therapy which may be an alternative to hospitalization, avoid placement in a more restrictive setting, or maintain the individual in a community setting which provides services to a distinct group of individuals. Services are available at least three (3) hours and less than twenty-four (24) hours each day the program is open. Service activities may include buy are not limited to, assessment, plan development, therapy, rehabilitation and collateral.

2. Day Treatment Rehabilitative (DTR) is defined as a structured program of evaluation, rehabilitation and therapy to maintain or restore personal independence and functioning consistent with the individuals' needs for learning and development. It is an organized and structured program that provides services to a distinct group of individuals identified to receive the services.

3. Mental Health Services:

"Mental health services" means individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, collateral, therapy, rehabilitation, and plan development.

a. Assessment is defined as a service activity designed to evaluate the current status of a child's mental, emotional, or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination,

analysis of the child's clinical history; analysis of relevant cultural factors and history; diagnosis; and the use of testing procedures.

b. Collateral is defined as a service activity to a *Significant Support Person* in a child's life for the purpose of meeting the needs of the child in terms of achieving the goals of the *youth's* client plan. Collateral may include, but is not limited to, consultation and training of the significant support person(s) to assist in better utilization of mental health services by the child, consultation and training of the significant support person(s) to assist in better understanding of the *youth's* serious emotional disturbance; and family counseling with significant support person(s) in achieving the goals of the *youth's* client plan. The youth may or may not be present for this service activity.

c. Day Rehabilitation (DTR) is defined as a structured multi-disciplinary program of therapy which may be an alternative to hospitalization, avoid placement in a more restrictive setting, or maintain the individual in a community setting which provides services to a distinct group of individuals. Services are available at least three (3) hours and less than twenty-four (24) hours each day the program is open. Service activities may include buy are not limited to, assessment, plan development, therapy, rehabilitation and collateral

d. Day Treatment Intensive is defined as a structured program of evaluation, rehabilitation and therapy to maintain or restore personal independence and functioning consistent with the individuals' needs for learning and development. It is an organized and structured program that provides services to a distinct group of individuals identified to receive the services

e. Therapy is defined as a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to a child or a group of children and may include family therapy at which the child is present.

f. Rehabilitation is defined as a service activity that includes, but is not limited to, assistance in improving, maintaining, or restoring a child's or group of children's functional skills, daily living skills, social and leisure skills, and grooming and personal hygiene skills; obtaining support resources; and/or obtaining medication education.

   1) Assistance in restoring or maintaining an individual's or group of individual's functional skills, daily living skills, social skills, personal hygiene skills; obtaining support resources and/or obtaining medication education s.

   2) Age-appropriate counseling of the individual and/or family, support systems and involved others.

   3) Training in leisure activities needed to achieve the individual's goals/desired results/personal milestones.

   4) Medication education for family, support systems and involved others.

g. Plan Development is defined as a service activity that consists of development of client plans, approval of client plans, and/or monitoring and recording of a child's progress.

h. Crisis intervention is a quick emergency response service enabling the individual, his or her family, support system and/or involved others to cope with a crisis, while maintaining the child's status as a functioning family and/or "immediate community" member to the greatest extent possible, and in the least restrictive care as applicable. 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).

i. Targeted Case Management (TCM) means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development. Targeted Case Management may be either face-to-face or by telephone with the child/youth or significant support persons and may be provided anywhere in the community.

j. Medication Evaluation and Monitoring (Medication Support):

If it is determined by the Contractor's psychiatrist that a youth requires psychotropic medication to assist in ameliorating symptoms he/she is experiencing, medication support services will be provided as part of a comprehensive treatment planning process. These services include prescribing, administering, dispensing and monitoring of psychiatric medications necessary to alleviate the symptoms of mental illness, which are provided by a staff person within the scope of practice of his/her profession.

Services may be either face-to-face or by telephone with the patient/client or significant support persons. Services include evaluation of the need for medication, regular clinical follow-ups to determine clinical effectiveness and the side effects of medication; obtaining informed consent; medication education, including, but not limited to, discussing risks, benefits and alternatives with the patient/client or significant support persons.

Medication Support Services 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:

1) Evaluation of the need for medication.
2) Evaluation of clinical effectiveness and side effects of medication.
3) Obtaining informed consent.
4) Medication education (including discussing risks, benefits and alternatives with the individual, family or significant support persons).
5) Plan development related to the delivery of this service.

6) The Contractor shall make clients aware of their responsibility to pay for their psychiatric medications not included on the Medi-Cal formulary. However, if there is a financial hardship, and the client cannot function normally without the prescribed psychiatric medication, the Contractor shall cover the cost of those psychiatric medications not listed on the current Medi-Cal Formulary

k. Therapeutic Behavioral Services (TBS)

Therapeutic Behavioral Services (TBS): TBS are a one-to-one behavioral mental health service available to children/youth with serious emotional challenges who are under age 21, and who are eligible for a full array of Medi-Cal benefits without restrictions or limitations (i.e., full-scope Medi-Cal). TBS helps children/youth/TAY (Transitional Age Youth), and their parents/caregivers, foster parents, group home staff and school staff learn new ways of reducing and managing challenging/ problematic behaviors, as well as strategies and skills to increase the kinds of behavior that will allow children/youth/TAY to be successful in their current environment and avoid more restrictive placements. Accordingly, TBS never exist alone, but are an adjunct, specialized service to an existing mental health service as above.

1) TBS Class Criteria: Emily Q Class members are defined as "all current and future beneficiaries of the Medicaid program under the age of 21 in California who:

a) are placed in a Rate Classification Level (RCL) facility of 12 or above and/or a locked treatment facility for the treatment of mental health needs, but not presently detained at Juvenile Detention Centers, IMD's or psychiatric hospitals (excluding Psychiatric Health Facility or where the child/youth/TAY is "at risk" only of being detained at Juvenile Detention Centers, IMD's or In-Patient Psychiatric Hospitals);

b) are being considered for placement in these facilities as an option to meet the child's/youth's/TAY's needs (not necessarily the only option and whether or not a RCL 12+ facility is actually available); or have at least one emergency psychiatric hospitalization related to their current presenting disability within the preceding 24 months (not necessarily the only option and whether or not a RCL 12+ facility is actually available).

2) TBS "Needs" Eligibility: Once the child/youth is identified as a TBS Class member, then the County as the Mental Health Provider must determine that the child/youth/TAY meets the "needs" criteria below:

a) child/youth/TAY is receiving other specialty mental health services; and

b) in the clinical opinion of the mental health provider, it is highly unlikely that without the additional short-term support of TBS, the child/youth:

(1) will need to be placed out-of-home, or into a higher level of residential care, including acute care (e.g., acute

psychiatric hospital inpatient services, psychiatric health facility services, and crisis residential treatment services) , as a result of the child's/youth's/TAY's behaviors or symptoms which jeopardize continued placement, or

(2) child/youth/TAY needs this additional support to transition to a home or foster home or lower level of residential placement, or to stabilize the child's/ youth's behavior or symptoms in a new environment/placement

3) Therefore, Medi-Cal Reimbursement TBS criteria are:

a) be a full-scope Medi-Cal beneficiary under the age of 21,

b) meet MHP "medical necessity",

c) be receiving a Medi-Cal mental health service to be supported by TBS short-term interventions, and

d) be a member of the TBS certified class (above) or must have previously received TBS while a member of the certified class.

4) TBS is NOT Medi-Cal reimbursable as or when:

a) services rendered for the convenience of the family or other caregivers, physician or teacher;

b) supervision or services provided to assure compliance with Probationary terms

c) supervision to ensure the child's/youth's/TAY's safety or safety of others;

d) services rendered to address conditions that are not part of the child's/youth's/TAY's mental health condition;

e) services to children/youth/TAY who can sustain non-impulsive, self-directed behavior, handle themselves appropriately in social situations with peers, and who are able to appropriately handle transitions during the day; and

f) services to children/youth/TAY who will never be able to sustain non-impulsive, self-directed behavior and engage in appropriate community activities without full-time supervision; or when the beneficiary is an inpatient of a hospital, psychiatric health facility, nursing facility, Institutions for Mental Diseases (IMD), or crisis residential program

5) TBS Services

a) TBS 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 should be included where appropriate. Assessment may include diagnosis. A TBS assessment also includes identifying the child/youth's target behaviors and/or symptoms that jeopardize continuation of the current residential placement or may interfere in transition to a lower level of care. The assessment must be comprehensive enough to identify that the minor meets medical necessity, is a

full-scope Medi-Cal beneficiary under 21 years of age and is a member of the "certified class", and that there is a need for specialty mental health services in addition to TBS. This service is not always a direct face-to-face service.

b) TBS Collateral is contact with one or more significant support person in the life of the beneficiary, which may include consultation and training to assist in better utilization of TBS services and understanding of mental illness, the behaviors and symptoms being targeted. TBS collateral services can be used in such cases when a TBS Coach or TBS Clinician contacts the therapist providing the mental health services, or beneficiaries caregivers (parent, teacher, group home staff, neighbor, siblings, etc.), as long as it directly relates to the TBS treatment plan. As a general rule, if the Contractor is providing services that are linked to target behaviors or TBS treatment plan and the beneficiary is not present, then the Contractor would be delivering "Collateral TBS". An example of "Collateral TBS" would be when the Contractor is working with the parent/caregiver towards the goals of the minor's TBS treatment plan, or while conducting a TBS Treatment Team meeting. TBS collateral contacts must be with individuals identified as significant in the child/youth's life and be directly related to the needs, goals and interventions for the child/youth identified on the TBS Treatment Plan. This service can be delivered either face-to-face or by phone.

c) TBS Plan Development may include any or all of the following:

1) Development and approval of treatment or service plans.

2) Verification of service necessity.

3) Monitoring of the individual's progress.

d) TBS Coach Time - TBS is a TBS service that includes one-to-one (face- to-face) therapeutic contact between a mental health provider (TBS Coach) and a beneficiary for a specified short-term period of time, which is designed to maintain the child/youth's placement at the lowest appropriate level by resolving target behaviors and achieving short-term goals.

1) TBS Coach Time may not begin until the initial assessment is completed.

2) The majority of TBS billing should fall under this category..

j. <u>Intensive Care Coordination (ICC)</u>:

Within the Core Practices Model (CPM) there is a need for thorough collaboration between all Child and Family Team (CFT) members. Planning within the CPM is a dynamic and interactive process that addresses the goals and objective necessary to accomplish goals. The ICC coordinator is responsible for working within the CFT to ensure that plans from any of the system partners are

integrated to comprehensively address the identified goals and objectives and that the activities of all parties involved with the service to the child/youth and/or family, are coordinated to support an ensure successful and enduring change.

ICC is similar to the activities provided through Targeted Case Management (ICC). ICC must be delivered using a Child and Family Team to develop and guide the planning and services delivery process. ICC may be utilized by more than one mental health provider; however, there must an identified mental health ICC coordinator that ensure participation by the child or youth, family or caregiver and significant others so that the child/youth's assessment and plan addresses the child/youth's needs and strengths in the context of the values and philosophy of the CPM.

Activities coded as ICC may include interventions such as:

(1) Facilitation of the development and maintenance of a constructive and collaborative relationship among child/youth, his/her family or caregiver(s), other providers, and other involved child-serving systems to create a Child and Family Team (CFT);

(2) Facilitation of a care planning and monitoring process which ensures that the plan is aligned and coordinated across the mental health and child serving systems to allow the child/youth to be served in his/her community in the least restrictive setting possible;

(3) Ensure services are provided that equip the parent/caregiver(s) to meet the child/youth's mental health treatment and care coordination needs, described in the child/youth's plan;

(4) Ensure that medically necessary mental health services included in the child/youth's plan are effectively and comprehensively assessed, coordinated, delivered, transitioned and/or reassessed as necessary in a way that is consistent with the full intent of the Core Practice Model (CPM);

(5) Provide active participation in the CFT planning and monitoring process to assure that the plan addresses or is refined to meet the mental health needs of the child/youth.

NOTE: Contractor must provide ICC for all qualifying foster youth. ICC may be provided in any setting; however, when provided in a hospital, psychiatric health facility, community treatment facility, group home or psychiatric nursing facility, it may be used solely for the purpose of coordinating placement of the child/youth on discharge from those facilities and may be provided during the 30 calendar days immediately prior to the day of discharge, for a maximum of three nonconsecutive periods of 30 calendar days or less per continuous stay in the facility as part of discharge planning.

Additional information on ICC may be obtained from the DHCS publication "Medical Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) for Katie A. Subclass Members.

k. Intensive Home Based Services (IHBS):

Intensive Home Based Services (IHBS) are intensive, individualized and strength-based, needs-driven intervention activities that support the engagement and participation of the child/youth and his/her significant support persons and to help the child/youth develop skills and achieve the goals and objectives of the plan. IHBS are not traditional therapeutic services.

Activities coded as IHBS may include interventions such as:

(1) Medically necessary skill-based interventions for remediation of behaviors or improvement of symptoms, including but not limited to the implementation of a positive behavioral plan and/or modeling interventions for the child/youth's family and/or significant other to assist them in implementing the strategies;

(2) Development of functional skills to improve self-care, self-regulation, or other functional impairments by intervening to decrease or replace non-functional behavior that interferes with daily living tasks or the avoidance of exploitation by others;

(3) Development of skills or replacement behaviors that allow the child/youth to fully participate in the CFT and service plans including but not limited to the plan and/or child welfare services plan;

(4) Improvement of self-management of symptoms, including self-administration of medications as appropriate;

(5) Education of the child/youth and/or their family or caregiver(s) about, and about to manage the child/youth's mental health disorder or symptoms:

(6) Support of the development, maintenance and use of social networks including the use of natural and community resources;

(7) Support to address behaviors that interfere with the achievement of a stable and permanent family life;

(8) Support to address behaviors that interfere with a child/youth's success in achieving educational objectives in an academic program in the community; and

(9) Support to address behaviors that interfere with transitional independent living objectives such as seeking and maintain housing and living independently.

NOTE: IHBS may only be provided within the context of the Core Practice Model and the provision of ICC to ensure a participatory CFT. IHBS are typically, but not only, provided by paraprofessionals under clinical supervision. Peers, including parent partners, may provide IHBS. IHBS may NOT be provided to children/youth in Group Homes, but may be provided outside the Group Home setting to children/youth that are transitioning to a permanent home environment to facilitate the transition during single day and multiple day visits.

Additional information on ICC may be obtained from the DHCS publication "Medical Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) for Katie A. Subclass Members.

C. COORDINATION OF CARE

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

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

IV. OTHER SUPPORT SERVICES

A. Based upon the intensive interagency needs assessment and program planning effort, Contractor will function as a Medi-Cal certified outpatient clinic and deliver services that support each minor's preparation for a return to the community in an individualized manner. Contractor will accept referrals to its facility which have been screened and evaluated for appropriateness by the San Bernardino County Interagency Placement Committee (IPC).

B. Provide the DBH Contract Monitor with a written statement/list of information the Contractor desires to be included in the Pre-placement Package received from DBH, Probation, and/or CFS. Within five working days of receipt of a Pre-placement Package, the Contractor shall review it for completeness and identify potential problems. Within this time period, the Contractor shall, if needed, provide to the placing agency with: a) A request for additional information from the DBH Case Manager and/or the Placing Worker, or b) A verbal notification of rejection if this can be determined by review of the Pre-placement Package. A written clinically appropriate justification for the rejection will be sent to DBH and the Placing Worker within one (1) week of the verbal notification of rejection.

C. Provide the DBH Contract Monitor by the fifth working day of the following month with a monthly written residential report consistent with the format provided by DBH. This report will include a listing of San Bernardino County DBH children and adolescent names, and Contractor group home locations where these children are placed. The report will also indicate if there are not any San Bernardino County DBH children and adolescents currently in placement at their facility.

D. Meet RCL 14 Certification criteria as specified by the State Letter Number 98-02. The Contractor shall comply with all standards for care and supervision of clients in compliance with Social Services regulations including adequate levels of supervision, training, and compliance.

E. Provide the placing worker and the DBH Program Manager or designee (e.g., Contract Monitor) with written Quarterly Case Conference reports of each minor's progress which shall include a summary of Special Incident Reports (SIRs) inclusive of the past quarter (90 days) for each client. The Contractor will provide a Quarterly Case Conference meeting schedule in advance to DBH regarding residents' Quarterly Case Conference meeting dates. The Quarterly Case Conference reports shall be provided to DBH, and a copy will be provided to the placing worker and DBH following each child's Quarterly Case Conference meeting. The

Quarterly Case Conference reports shall be based upon the results of the Monthly Case Conference meetings.

F. In the event of a documented incident, Contractor shall provide Special Incident Reports (SIR) as required by CCLD in the time frames set forth within the CCLD regulations. The Contractor shall also mail a copy of the Full-Length version of each SIR to the DBH Contract Monitor, and a copy shall be sent to the local CCLD representing the county in which a particular group home is located. The Contractor shall also ensure that all SIRs are completed, published and distributed according to the State CCLD requirements. The Contractor shall include reporting of all Suspected Child Abuse Reports and medication errors as SIRs.

G. As a method to maintain the home and general premises in a permanent disaster preparation state, Contractor shall train the clinical, medical and support staff, and will maintain emergency supplies, equipment, food and materials on all the premises consistent with the American Red Cross guidelines. On an annual basis, the Contractor shall submit to the DBH Contract Monitor updated disaster plan documents, written in the format consistent with the format provided by DBH.

H. The Contractor will maintain adequate records, which must comply with all State and Federal requirements for documentation and confidentiality. Program records shall contain enough detail for evaluation of services. All clinical records will be in compliance with the San Bernardino County DBH Standards.

I. Contractor will be reimbursed through the EPSDT Medi-Cal claiming process.

V. BILLING UNIT

The billing unit for mental health services, rehabilitation, medication support services, crisis intervention, case management/brokerage and therapeutic behavioral services 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 one staff member exceed the hours worked.

Early and Periodic Screening, Diagnosis, and Treatment Program (EPSDT) Medi-Cal – A federally mandated Medicaid option that requires states to provide screening, diagnostic and treatment services to persons under age 21 who have unrestricted Medi-Cal and also meet necessary medical criteria by having a qualifying mental health diagnosis and functional impairment that is not responsive to treatment by a “healthcare-based” provider. In addition, services are generally acceptable for the purpose of correcting or ameliorating the mental disorder. For the purposes of this proposal, EPSDT Medi-Cal Rehabilitative Mental Health Services activities may include: Assessment, Collateral, Crisis Intervention, Evaluation, Medication Support Services, Plan Development, Rehabilitation and Therapy.

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 that 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).

Aftercare service post-placement: Client discharge planning can call for aftercare services to be provided to ensure a successful transition to the community. In order to develop a thorough discharge plan with provider roles defined, placing Counties are asked to designate an aftercare provider prior to discharge planning. Placing Counties may ask that Star View provide authorized aftercare services. When Star View is asked to provide authorized aftercare services, the rates for mental health services provided during placement will apply for aftercare.

Provision of acute hospital medical and psychiatric care: The placing County needs to determine, arrange and pay for any needed hospital acute care.

A. PRIOR AUTHORIZATION:

1. Contractor and County agree that County is responsible for paying for services, and that, except for emergencies, Contractor shall not be entitled to reimbursements for any services provided to a beneficiary unless Contractor has obtained the necessary authorization from County in accordance with County's procedures.
2. The Contractor shall request an initial payment authorization, as defined in Title 9, CCR, Section 1810.229, from the County for Day Treatment Intensive and for Day Rehabilitation. The Contractor shall request payment authorization from the County for continuation of Day Treatment Intensive at least every three months and Day Rehabilitation at least every six months. The Contractor shall request payment authorization from the County in advance of service delivery for Day Treatment Intensive or Day Rehabilitation.
3. The Contractor shall request initial payment authorization from the County for counseling, psychotherapy or other similar therapeutic interventions that meet the definition of mental health services as defined in Title 9, CCR, Section 1810.227, excluding services to treat emergency and urgent conditions as defined in Title 9, CCR, Sections 1810.216 and 1810.253 per Mental Health letter No. 99-03 that will be provided on the same day that Day Treatment Intensive or Day Rehabilitation is being provided to the beneficiary. The Contractor shall request payment authorization from the County for continuation of these services on the same cycle required for continuation of the concurrent Day Treatment Intensive or Day Rehabilitation for the beneficiary.

   Contractor is required to request services authorization for TBS in advance of the delivery of the services included in the authorization request.
4. The County will provide the ongoing authorization processes every three or six months (depending on level of Day Treatment) while children are in placement. However, it is the responsibility of the Contractor to ensure that they have all required authorizations before providing services requiring such authorization as described in Mental Health Information Notice 02-06 and Letter 03-03.
5. The initial service authorization may not exceed 30 days.
6. All procedures must follow State requirements and criteria specified in Mental Health Information Notice 02-08 and all State notices and letters pertaining to TBS services.
7. The County will be responsible for ensuring that all children placed with Contractor have received prior authorization for the services listed that are deemed clinically appropriate before placement with the Contractor. ***In order for a contractor to provide TBS services, the contract must have prior authorization for DBH***. The contractor is responsible for ensuring continued authorization is maintained.

8. One-to-one Client Observation: The placing County will pre-authorize and pay for one-to-one client observation when safety can only be ensured with this additional measure. One-to-one service will be employed after all Medi-Cal reimbursable services have been used to the maximum extent allowable per State policy. The cost for one-to-one coverage is $25.00 per hour.

B. ADMINISTRATIVE:

Contractor will be reimbursed for all time spent providing the direct services plus travel and documentation time. Contractor is responsible for timely submission of service billing and supportive documentation in order for County to enter all Management Information System data; including service billings, Medi-Cal eligibility information and Client Care Plans.

C. CLIENT RECORDS AND DOCUMENTATION:

Contractor must maintain clinical client records and meet minimum documentation requirements of Coordinated Care/Rehabilitation Option per County and State policy.

1. Timeliness/Frequency of Progress Notes will be documented at the frequency by type of service indicated below:

   a. Every Service Contact:

      (1) Day treatment intensive program or the person directing the service Mental Health Services.
      (2) Medical Support Services.
      (3) Crisis Intervention.

   b. Daily:

      (1) Crisis Residential.
      (2) Crisis Stabilization (1x/23hr).
      (3) Day Treatment Intensive effective

   c. Weekly:

      (1) Day Treatment Intensive: a clinical summary reviewed and signed by a physician, a licensed/wavered/ registered psychologist, clinical social worker, or marriage and family therapist; or a registered nurse who is either staff to the day treatment intensive program or the person directing the service.
      (2) Day Rehabilitation.

VI. FACILITY LOCATION

A. Contractor's facilities where services are to be provided are located at:

Star View Adolescent Center
4025 West 226th Street
Torrance, CA. 90505
Phone: (310) 373-4556

B. The Contractor shall obtain the prior written consent of the Director of DBH or designee before terminating outpatient services at the above location or providing services at another location.

C. The Contractor shall comply with all requirements of the State to maintain Medi-Cal Certification and obtain necessary fire clearances on a tri-yearly basis. Contractor must notify the DBH at least sixty days prior to a change of ownership or a change of address. The DBH will request a new provider number from the State.

D. The Contractor shall provide adequate furnishing and clinical supplies to do outpatient therapy in a clinically effective manner.

E. The Contractor shall maintain the facility exterior and interior appearances in a safe, clean and attractive manner.

F. The Contractor shall have adequate fire extinguishers and smoke alarms, as well as a fire safety plan.

G. The Contractor shall have an exterior sign clearly indicating the location and name of the clinic.

H. The Contractor shall have clinic pamphlets identifying the clinic and its services, in threshold languages, for distribution to the residents and their families.

I. Contractor shall have hours of operation posted at the facility and visible to consumers/customers that match the hours listed in the Contract. Contractor is responsible for notifying DBH of any changes in hours or availability. Notice of change in hours must be provided in writing to the DBH Access Unit at fax number (909) 890-0353, as well as the DBH program contact overseeing the Contract.

VII. STAFFING

The staff includes licensed mental health professionals (psychiatrists, psychologists, social worker, marriage, and family and child care counselors, and nurses) as well as a host of paraprofessionals.

A. Staffing shall be provided at least at the minimum licensing requirements for Medi-Cal certification and consistent with applicable regulation contained in Title IX, XIX, and XXII of the California Code of Regulations.

B. Contractor will provide job descriptions for each of the mental health classification listed and included in the attached Schedule A's or per Contractor's notice to DBH of a staffing change per Paragraph VI. F.

C. All staff shall be employed by the Contractor. The staff described will work the designated number of hours per week, perform the job functions specified and shall meet the California Code of Regulations requirements.

D. All clinical therapists providing services with DBH funding shall be licensed, registered with the Board of Behavioral Science, or the Board of Psychology according to DBH policies (Standard Practices Manual # 3-2.51 and 3-2.52). Staff must also reflect the ethnic population of the community served.

E. All copies of licenses and registration/waivers will be provided to the DBH Contracts Unit and the program central point of contact, including current status and future updates, on a regular basis.

F. Vacancies or changes in staffing plan shall be submitted to the appropriate DBH Program Manager, or designee immediately upon Contractors knowledge of such occurrence. Such notice shall include a plan of action to address the vacancy or a justification for the staffing change.

G. Staff will have specific mental health experience, training and/or skills per position descriptions, which are to include requirements of license/ registration/ waiver.

H. Vendor is expected to provide training for staff on an ongoing basis, including training on:

1. Services to culturally diverse children and their families
2. Trauma informed care
3. Clinical appropriate interventions for specific sub-populations

I. Department of Health Care Services (DHCS) mandates counties to develop and implement a

cultural Competency Plan for residents of San Bernardino County. Policies and procedures and all services must be culturally and linguistically appropriate. Vendor will be included in the implementation process and shall adhere to cultural competency standards and requirements.

J. Contractor is expected to coordinate care of all children/youth with the local contact (e.g., placing worker, DBH staff)

VIII. ADMINISTRATIVE AND PROGRAMMATIC REQUIREMENTS

A. Contractor shall have written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.

B. The Contractor will provide services in a culturally competent manner. This includes providing information in the appropriate languages, providing information to persons with visual and hearing impairments, and providing interpreter services PRN.

C. The main clinic office shall be open forty (40) hours per week, and offer clinical services to clients during some evening and/or weekend hours as part of the forty hours per week in which the clinic provides treatment.

D. Contractor shall have hours of operation posted at the facility and visible to consumers/customers that match the hours listed in the Contract. Contractor is responsible for notifying the County of any changes in hours or availability. Notice of change in hours must be provided in writing to the DBH Access Unit at fax number 909-890-0658, as well as the County program contact overseeing the Contract.

E. Contractors are required to have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers services to non-Medi-Cal beneficiaries. If the provider only serves Medi-Cal beneficiaries, the hours of operation must be comparable to the hours made available for Medi-Cal services that are not covered by Contractor or another Mental Health Plan; i.e., must be available during the times that services are accessible by consumers based on program requirements.

F. The Contractor will provide a schedule of on-call licensed or license-eligible staff available to provide crisis intervention services after hours and on weekends for the target population.

G. The Contractor shall maintain client records in compliance with all regulations set forth by the State.

H. The Contractor shall maintain ongoing compliance with Medi-Cal Utilization Review requirements and Medicare record keeping requirements, if applicable. The Contractor will participate in on-going Medi-Cal audits by the State. A copy of the plan of correction regarding deficiencies will be forwarded to the DBH.

I. The Contractor shall maintain high standards of quality of care for the units of service, which it has committed to provided.

J. The Contractor shall participate in the DBH's annual evaluation of the program and shall make required changes in areas of deficiency.

K. The Contractor shall ensure that there are adequate budgeted funds to pay for all necessary treatment staff, supplies and tools.

L. The Contractor shall maintain a separate and clear audit trail reflecting expenditure of funds under this agreement.

M. The Contractor shall make available to the DBH Children's Residential Services and Supports copies of all administrative policies and procedures utilized and developed for service locations(s) and shall maintain ongoing communication, which may include electronic mail, with

the Contract Monitor regarding those policies and procedures.

N. Contractor will allow inspections of their facilities and clinics by the DBH contract monitor as requested for audits and visits without notice for purposes of compliance with requirements of contract and quality of care review.

O. Contractor must submit a report, which may be submitted by electronic mail, to the DBH Contract Monitor by the fifth of each month. As a minimum, the monthly report must include an overview of the total caseload. The report is to cover changes in staffing roster, program and services that impact service delivery under the contract. A copy of the staff and peer review meetings minutes will be forwarded to the DBH.

M. Contractor will monitor the frequency and severity of each child's disruptive behaviors by tracking his/her special incident reports (SIRs). Record the significance of progress in each quarterly report and elaborate on the reasons for the change or lack of progress. Include treatment/management methods that are helpful or not in decreasing the frequency and severity of disruptive behaviors. Copies of all SIRs will be submitted to DBH.

N. Ensure that staff maintains patient records as required by all appropriate licensing agencies and as required by the laws, rules and regulations of the State of California.

O. Ensure that a monthly coordination meeting between facility administrative staff and the DBH Contract Monitor shall take place to facilitate communication. This may be conducted by phone.

P. Develop and maintain an ongoing environment conducive to the total therapeutic support of the seriously disturbed minors and their care. The program shall develop and maintain a system to correct physical plant deficiencies and maintain well-groomed landscaping and facility appearance.

Q. Maintain a separate, clear audit trail for this county's program services which clearly designates all revenues and expenditures for this program separate from any other of Contractor's facilities or contracts.

R Ensure that DBH, the child, and, if appropriate, the legal guardian will be active participants in the treatment and discharge planning with the Contractor. Discharge planning will start from the day of admission. Anticipated length of stay and anticipated level of care upon discharge must be formulated and included in the initial treatment plan and updated at least every 30 days. The discharge of a patient will be a joint recommendation of the Contractor's Social Worker/Therapist, appropriate DBH staff, and made to the funding/placement agency and/or family.

S. Notify DBH in advance in of any major proposed changes to the treatment programs, staffing patterns, schedules, and/or other essential elements which affect services rendered to the minors and/or DBH under this contract. Proposals must detail the benefits, justifications, and/or explanations of these be issued in writing detailing proposed changes, the benefits of such changes, justifications and/or explanations of the proposed changes.

T. Formulate a written plan of correction within thirty (30) working days of any written notification from DBH that a deficiency or problem exists in Contractor's performance or facility which DBH has determined to require correction. The plan must include prospective dates of implementation with supportive documentation. Any extension beyond the ten working day requirement must be approved by DBH in advance of the deadline.

U. Medication Storage Requirements (If Applicable)

Contractor is required to store and dispense medications in compliance with all pertinent

Federal and State standards, specifically:

a. All drugs obtained by prescription are labeled in compliance with Federal and State laws. Prescription labels are altered only by persons legally authorized to do so.

b. Drugs intended for external use only and food items are stored separately from drugs intended for internal use.

c. All drugs are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.

d. Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.

e. Drugs are not retained after the expiration date. Intramuscular multidose vials are dated and initialed when opened.

f. A drug log is maintained to ensure Contractor disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with State and Federal laws.

g. Policies and procedures are in place for dispensing, administering and storing medications.

IX. THE DEPARTMENT OF BEHAVIORAL HEALTH SHALL:

A. Assign a staff person to coordinate planning between all involved agencies and provide case management services to all minors, including coordination and approval of services.

B. Provide copies to administrative staff of all DBH policies and procedures impacting the program.

C. Chair the IPC, which screens all referrals for admission. Coordinate all referrals for admission.

D. Assign a staff person to serve as Contract Monitor to ensure compliance with the contract, to assist in problem solving, and to provide consultation.

E. Establish an ongoing evaluation of the programs, goals, objectives, and facility site. The evaluation will include the following formats:

1. Program Review
2. Quality Improvement
3. Fiscal/Operations
4. Informal Chart and Facility Review
5. Disaster Plan
6. Provide a treatment a case manager liaison for all San Bernardino County consumers placed there.

X. SPECIAL PROVISIONS:

A. Develop tools to measure performance outcomes of effectiveness of keeping minors at least restrictive level of care.

B. The Contractor must comply with California Vehicle Restraint Laws which state that children transported in motor vehicles must be restrained in the rear seat until they are eight years old or are at least 4 feet 9 inches in height.

C. The Contractor and DBH will work jointly to monitor outcome measures.

D. Satisfaction Surveys will be provided to beneficiaries and parent/caregivers upon completion/termination of CIS.

E. The Contractor and DBH will participate in evaluating the progress of the overall program in regard to responding to the mental health needs of local communities (i.e. Annual Program Review, quarterly site reviews, audits, etc.).

ADDENDUM II

PSYCHIATRIC HEALTH FACILITY SERVICES

Provided by Star View Adolescent Center
7700 Edgewater Drive, Suite 658
Oakland, Ca. 90505
Phone: (510) 635-9705

Program Site: Star View Adolescent Center
4025 West 226th Street
Torrance, CA. 90505
(310) 373-4556

MODE OF SERVICE	SERVICE FUNCTION
24-Hour Services	**Psychiatric Health Facility**
24-Hour Services	**Life Support**

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

A. Mental Health Recovery, Wellness, and Resilience (RWR) is an approach to helping the individual to live a healthy, satisfying, and hopeful life according to his or her own values and cultural framework despite limitations and/or continuing effects caused by his or her mental illness. RWR focuses on client strengths, skills and possibilities, rather than on illness, deficits, and limitations, in order to encourage hope (in staff and clients) and progress toward the life the client desires. RWR involves collaboration with clients and their families, support systems and involved others to help take control of major life decisions and client care. RWR encourages involvement or re-involvement of clients in family, social, and community roles that are consistent with their values, culture, and preferred language; it facilitates hope and empowerment with the goal of counteracting internal and external "stigma"; it improves self-esteem; it encourages client self-management of his/her life and the making of his/her own choices and decisions, it re-integrates the client 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 the "SCOPE OF SERVICES" Section of this Addendum.

II. SCOPE OF SERVICES:

This Exhibit describes and defines the array of mental health treatment services to be provided to children and adolescents placed into the ***Star View Behavioral Health, Inc. Psychiatric Health Facility (PHF)*** residential care programs.

A. GENERAL PROGRAM OVERVIEW:

The Contractor shall provide local hospital services in an acute psychiatric hospital or a distinct acute psychiatric part of a general acute care hospital that is approved by State Department of Health Services (DHS) to provide psychiatric services. The facility shall be a secure facility, and shall meet California Code of Regulations (CCR) Title 9 staffing standards for PHF services. The facility shall be licensed as a PHF and shall provide a twenty-four hour psychiatric treatment program.

The Contractor shall provide 24-hour PHF service with comprehensive interventions designed to provide maximum reduction of mental disability and restoration or functioning consistent with the requirements of learning, development, independent living and enhanced self-sufficiency. The program has proven to be a successful and less costly alternative to traditional acute in-patient psychiatric hospitalization or state hospital care, and allows for ease of transition to the less restrictive on-site Community Treatment Facility, and then to placement in small group homes, family re-unification or independent living.

The Contractor may remain a for profit provider and shall operate a PHF program in compliance with all laws and regulations governing PHF especially those contained in California Code of Regulations Title 22, Division 6 (Community Care Facilities).

B. SERVICES TO BE PROVIDED:

Contractor shall provide services to children and adolescents, ages twelve (12) to seventeen (17), with a history of multiple placement failures in less restrictive environments. These minors may be identified as Wards or Dependents of the courts or are identified as Seriously Emotionally Disturbed (SED); having been assessed by Department of Behavioral Health; and have been determined to require residential placement and mental health treatment services in order to benefit from Special Education by an Individualized Education Program (IEP) team and who are referred to contractor.

Contractor will provide the following services in accordance with Welfare and Institutions Code 5600 et. Seq. and identified herein as listed below.

Contractor shall at all times maintain appropriate licenses to operate a PHF pursuant to existing law and maintain certification as a PHF in accordance with all applicable Federal, State and County requirements.

Contractor must ensure that the children receive all basic care and supervision including, but not limited to:

1. General Psychiatric Health Facility Services:

Contractor's 16 bed locked PHF shall provide 24-hour intensive services to the seriously, emotionally, disturbed adolescents. This program shall include an intensive evaluation and treatment services, including the preparation of comprehensive multidisciplinary assessments by a psychiatrist, psychologist, social worker, rehabilitation therapist, and a licensed nurse, the development of a coordinated treatment plan, and the provision of quality acute rehabilitative services by a well-qualified staff in a therapeutic milieu.

Contractor shall provide a thorough assessment of each youth's mental health status to develop a complete treatment plan and interventions, and an integrated approach to alleviating symptoms related to the youth's identified Diagnostic and Statistical Manual of Mental Disorders (latest edition) diagnosis.

Contractor will provide a highly structured and supervised milieu geared at stabilizing children so they can function in other settings. The purpose of the program is to prevent acute/state hospitalization and to return children to a less restrictive community setting as soon as possible.

Contractor shall:

a. Make admission services available twenty-four (24) hours a day, seven days a week;

b. Provide for room and board including meals each day that meets daily nutritional requirements;

c. Have twenty-four (24) hours a day staffing and intensive supervision of all patients/clients by properly trained personnel.

d. Contractor is responsible for notifying the County of any changes in hours or availability. Notice of change in hours must be provided in writing to the DBH Access Unit at fax number 909-890-0658, as well as the County program contact overseeing the Contract.

e. Meet the personal needs of the clients.

f. Provide clothing for clients.

g. Provide for personal allowances.

h. Provide necessary medical and dental care, including appropriate annual evaluations.

i. Conduct a physical examination and medical history review within twenty-four (24) hours of admission;

j. Provide Laboratory services when medically indicated;

k. Provide X-Rays;

l. Provide EKGs (Electrocardiogram) and EEGs (Electroencephalogram);

m. Convulsive treatment in accordance with Welfare and Institutions Code (WIC) section 5326.7 et seq.; but, in either event, **any request to provide Convulsive Therapy to a dependent and/or ward must be submitted to the court of original jurisdiction for prior approval.**

n. Medication supervision and/or maintenance program;

o. Psychiatric treatment services, including but not limited to, daily patient review;

p. Psychological services;

q. Social work services;

r. Nursing services;

s. Recreational therapy services with Daily structured recreational and leisure time activities;

t. Occupational therapy services;

u. A therapeutic milieu shall be provided within the facility, which is geared toward the child's developmental needs and level of emotional/behavioral disorder.

v. On-going discussions and coordination with the education and treatment programs.

w. Recommendation for further treatment, Conservatorship, or referral to other existing programs, as appropriate (i.e., day care, outpatient, etc.), relative to patient/client needs;

x. Develop a plan on each child and family indicating the services needed by the child and the plan for how and where those needs shall be met. The plans shall also indicate plan for services to the family and where these shall be provided. Records shall be maintained as required by Title 9 and Title 22 of the CCR. Contractor shall send copies of all Service Incident Reports (S.I.R.s) and Child Abuse Allegations to County Children's Case Management/Contract Monitor within two (2) days.

2. <u>Life Support Services</u>:

Life support services programs provide the broad and care portion of twenty-four (24) hour licensed psychiatric health facility costs. These costs are allowable expenditures for patients/clients not covered by public or private resources.

Contractor shall provide services to patients/clients in accordance with Contractor's negotiated package and any addenda thereto, as approved in writing with the County, for the term of this agreement. Services shall include, but are not limited to:

a. Safe and clean living environment with adequate lighting, toilet and bathing facilities, hot and cold water, toiletries, and a change of laundered bedding at least once a week; more specifically:

   (1) Each patient will be provided with comfortable and sanitary living quarters with a maximum of three (3) persons to a room, however, typically two (2) persons to a room.

   (2) Rooms will be cleaned daily with complete Housekeeping services.

   (3) Community living and group rooms will be provided in addition to personal sleeping quarters.

   (4) Outside recreational areas are provided.

   (5) Laundry equipment will be made available for patients to wash their clothes and assistance provided for those unable to wash their own clothes.

b. Three balanced and complete meals each day; more specifically:

   (1) Provision will be made to provide between meal snacks as required, special diets and all other provisions of delivery of meals.

   (2) The total daily diet for patients will be of the quality and in the quantity necessary to met the needs of the patients and will meet the "Recommended Dietary Allowances", most recent edition, adopted by the Food and Nutrition Board of the National Research council of the National Academy of Science, adjusted to the age, activity and environment of the group involved.

   (3) Not more than fourteen (14) hours will elapse between the third and first meal.

c. Twenty-four (24) hour supervision of all patients/clients by properly trained personnel. Such supervision shall include, but not limited to, personal assistance in such matters as eating, personal hygiene, dressing and undressing, and taking of prescribed medications;

d. Regularly scheduled social and recreational activities;

e. Referral to, and/or coordination of Contractor's services with, those facilities providing other mental health services to patients/clients;

f. Maintain a daily attendance log for each patient day, as defined by Director, provided hereunder.

C. PROVIDER ADEQUACY

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

1. At the time it enters into this Contract with the County;

2. On an annual basis; and

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

D. COORDINATION OF CARE

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

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

III. RESPONSIBILITIES OF THE CONTRACTOR:

Contractor shall maintain the medical records required by Sections 70747-70751 of Title 22 the CCR. Records shall be maintained in accordance with Sections 51476 of Title 22 of the CCR. In all cases, documentation for day treatment, medication support service and crisis intervention shall meet Medi-Cal requirements.

Contractor will accept clients referred by County placing agencies for services within the scope of the Contractor's practice and will provide services which are medically necessary, ethical, effective, legal and within professional standards of practice. If the Contractor believes a client is inappropriate for its service, the Contractor shall promptly notify the referring agency.

Contractor will notify County immediately in the event of: any known complaints against licensed staff; any restrictions in practice of license as stipulated to the State Bureau of Medical Quality Assurance, Community Care Licensing Division of the Department of Social Services of the State, or other State agency; any legal suits being initiated specific to the Contractor's practice; any criminal investigation of the Contractor being initiated; or any other action being instituted which affects Contractor's license or practice. "Immediately" means no more than twenty-four (24) hours after notice of event.

Contractor agrees to cooperate with the County's Program Monitoring Review process, which ensures medical necessity, appropriateness, quality of care, and fiscal and administrative review. This review may include clinical record peer review, and other utilization review program monitoring practices. Contractor will cooperate with these reviews, and will furnish necessary information, subject to Federal or State confidentiality laws, and provisions of this Agreement. Additionally,

County Program Managers may conduct periodic facilities reviews in order to assure the quality of facilities and care provided.

A. SERVICE LOCATIONS:

1. Contractor shall provide services as listed in "I" above under this Agreement only at the following Contractor facility(ies) located at:

Star View Adolescent Center

4025 West 226th Street

Torrance, CA 90505

2. Contractor shall notify in writing the Director at least sixty (60) days before terminating services at such location(s) and/or before commending such services at any other location(s).

3. Contractor shall have hours of operation posted at the facility and visible to consumers/customers that match the hours listed in the Contract. Contractor is responsible for notifying DBH of any changes in hours or availability. Notice of change in hours must be provided in writing to the DBH Access Unit at fax number (909) 890-0353, as well as the DBH program contact overseeing the Contract.

B. QUALITY OF CARE:

Contractor shall comply with all applicable provisions of WIC, CCR, Code of Federal Regulations (CFR), Department of Health Services (DHS) policies and procedures, State of California Department of Health Care Service (DHCS) policies and procedures, and County quality assurance policies and procedures, to establish and maintain a complete and integrated quality assurance system. In conformance with these provisions, Contractor shall establish:

1. A utilization review process;
2. An interdisciplinary peer review of the quality of patient/client care; and
3. Monitoring of medication regimes of patients/clients.

Medication monitoring shall be conducted in accordance with the County policy. A copy of contractor's quality assurance system plan shall be available.

As express conditions precedent to maturing the County's payment obligation under the terms of this Agreement, whether performed directly or through the instrumentality of a subcontractor as permitted under this Agreement, Contractor shall:

1. Take such action as required by Contractor's Organized Clinical Staff Bylaws against medical staff members who violate those bylaws, as the same may be from time to time amended.
2. Provide services in the same manner to patients/clients as it provides to all patients to whom it renders services.
3. Not discriminate against patients/clients in any manner.

C. PRIOR AUTHORIZATION:

The duration of any patient's/client's services hereunder shall not exceed one hundred and twenty (120) patient days, as defined by County, without the prior written approval of the County. Contractor and County agree that County is responsible for paying for services, and that, except for emergencies, Contractor shall not be entitled to reimbursements for any

services provided to a patient/client unless Contractor has obtained the necessary authorization from County in accordance with County's procedures.

Prior to the discharge of any patient/client, preparation and transition of a written aftercare plan in accordance with California Health and Safety Code Section 1284 and WIC Section 5622. Each aftercare plan shall be submitted to the County at least one (1) day prior to discharge of the patient/client.

D. ADMINISTRATIVE:

a. Contractor will be reimbursed for all time spent providing the direct services and documentation time. Contractor is responsible for timely submission of service billing and supportive documentation in order for County to enter all Management Information System data; including service billings, Medi-Cal eligibility information and Client Care Plans.

b. Contractor shall have written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.

c. Contractors are required to have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers services to non-Medi-Cal beneficiaries. If the provider only serves Medi-Cal beneficiaries, the hours of operation must be comparable to the hours made available for Medi-Cal services that are not covered by Contractor or another Mental Health Plan; i.e., must be available during the times that services are accessible by consumers based on program requirements.

d. Medication Storage Requirements (If Applicable)

Contractor is required to store and dispense medications in compliance with all pertinent Federal and State standards, specifically:

h. All drugs obtained by prescription are labeled in compliance with Federal and State laws. Prescription labels are altered only by persons legally authorized to do so.

i. Drugs intended for external use only and food items are stored separately from drugs intended for internal use.

j. All drugs are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.

k. Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.

l. Drugs are not retained after the expiration date. Intramuscular multidose vials are dated and initialed when opened.

m. A drug log is maintained to ensure Contractor disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with State and Federal laws.

n. Policies and procedures are in place for dispensing, administering and storing medications.

E. CLIENT RECORDS AND DOCUMENTATION:

Contractor must maintain clinical client records and meet minimum documentation requirements of Coordinated Care/Rehabilitation Option per County and State policy.

1. Timeliness/Frequency of Progress Notes will be documented at the frequency by type of service indicated below:

   a. Every Service Contact:

      (1) Mental Health Services.

      (2) Medical Support Services.

      (3) Crisis Intervention.

   b. Daily:

      (1) Crisis Residential.

      (2) Crisis Stabilization (1x/23hr).

      (3) Day Treatment Intensive effective September 1, 2003.

   c. Weekly:

      (1) Day Treatment Intensive: a clinical summary reviewed and signed by a physician, a licensed/waivered/registered psychologist, clinical social worker, or marriage and family therapist; or a registered nurse who is either staff to the day treatment intensive program or the person directing the service.

      (2) Day Rehabilitation.

F. CLIENT COMPLAINT RESOLUTION/GRIEVANCE PROCEDURE:

Contractor will participate in the County Client Complaint/Grievance Procedure, which may from time to time be amended. An informal and formal appeal process has been developed to provide a method for resolving client complaints. Upon treatment, all Medi-Cal clients shall be given a County informational pamphlet explaining their right to file a grievance and the methods available to do so. A client assistant should be available if the client needs help in filing an informal or formal appeal. Contractor must abide by decisions of the County grievance review panels and/or State Hearing regarding treatment services provided to clients under this Agreement. Non-compliance in the decisions of the grievance review panel and/or State Hearing may result in the revocation of this Agreement.

G. OUTCOME MEASURES:

Contractor and the County will work jointly to monitor outcome measures as follows:

1. Ninety percent (90%) of those served will remain out of state hospitalization during their stay.
2. Ninety percent (90%) will move to a lower level of care upon discharge.

IV. OUTCOMES/EVALUATION

A. PROCESS MEASURES:

1. One hundred percent (100%) of all admissions to the PHF shall include the proper submission of noticing forms to DBH.
2. 100% of the dates for which Day Treatment Intensive (DTI) is provided shall be authorized by the DBH Access Unit
3. Children authorized for (DTI) will attend the program for a median number of days of four (4) or higher per week.
4. Clinical Staff will provide a Collateral service on behalf of placed children at least once per month.

5. 100% of foster children prescribed psychotropic medications will include the timely completion of the court authorization process (aka, JV-220).

B. Data Reporting Elements including when data is due, how it should be submitted, and any other specifics:

1. Primary data gathering is through billing systems, which will be completed by the 7th day of the month following the billing.
2. Exception is the "opening" and "closing" of client within the SIMON system. This will be done within 5 working days of admission and discharge from the facility.
3. Regular Monthly contacts between DBH Clinical staff and agency clinical staff is required, with additional contact being made as needed. This communication is one means by which data regarding client's functioning and improvement will be gathered.

C. PROGRAM GOALS:

1. Served children will be able to maintain the placement for at least 4 months, unless planned discharge is to relative or other lower level of care.
2. Served children will show a decrease in emotional and behavioral needs identified as requiring treatment.
3. Served children will show a decrease in risk behaviors identified as requiring intervention.
4. Served children will show an increase in identified strengths.

D. KEY OUTCOMES:

1. Median length of stay at facility will be at least 4 months
2. Emotional and behavioral needs, as identified within the Child and Adolescent Needs and Strengths - San Bernardino (CANS-SB) as requiring treatment, will be reduced from the time of admission to the time of discharge.
3. Risk Behaviors, as identified within the CANS-SB, will be reduced from the time of admission to the time of discharge.
4. Strengths, as identified within the CANS-SB, will be increased from the time of admission to the time of discharge.

ATTACHMENT I

ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS

Contractor Star View Behavioral Health, Inc. shall:

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

1. Contractor certifies to the following:
   a. it is not presently excluded from participation in Federal and State funded health care programs,
   b. there is not an investigation currently being conducted, presently pending or recently concluded by a Federal or State agency which is likely to result in exclusion from any Federal or State funded health care program, and/or
   c. unlikely to be found by a Federal and State agency to be ineligible to provide goods or services.

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

3. Contractor certifies it has reviewed, at minimum prior to hire or contract start date and monthly thereafter, the following lists in determining the organization nor its officers, employees, agents, sub-contractors and/or persons having five percent (5%) or more of direct or indirect ownership or control interest of the Contractor are not presently excluded from participation in any Federal or State funded health care programs:
   a. OIG's List of Excluded Individuals/Entities (LEIE).
   b. United States General Services Administration's System for Award Management (SAM).
   c. California Department of Health Care Services Suspended and Ineligible Provider (S&I) List, if receives Medi-Cal reimbursement.

4. Contractor certifies that it shall notify DBH immediately (within 24 hours) by phone and in writing within ten (10) business days of being notified of:
   a. Any event, including an investigation, that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under Federal or State funded health care programs, or
   b. Any suspension or exclusionary action taken by an agency of the Federal or State government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which Federal or State funded health care program payment may be made.

_____
Printed name of authorized official

_____
Signature of authorized official

_____
Date

DATA SECURITY REQUIREMENTS

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

A. Personnel Controls

1. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of DBH, or access or disclose DBH Protected Health Information (PHI) or Personal Information (PI) must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

2. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

3. Confidentiality Statement. All persons that will be working with DBH PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The Statement must be signed by the workforce member prior to accessing DBH PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DBH inspection for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

4. Background Check. Before a member of the workforce may access DBH PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

B. Technical Security Controls

1. Workstation/Laptop Encryption. All workstations and laptops that store DBH PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved in writing by DBH's Office of Information Technology.

2. Server Security. Servers containing unencrypted DBH PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

3. Minimum Necessary. Only the minimum necessary amount of DBH PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.

4. Removable Media Devices. All electronic files that contain DBH PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes, etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

5. Antivirus Software. All workstations, laptops and other systems that process and/or store DBH PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

6. Patch Management. All workstations, laptops and other systems that process and/or store DBH PHI or PI must have critical security patches applied with system reboot if necessary. There must be a documented patch management process which determines

installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Application and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.

7. User IDs and Password Controls. All users must be issued a unique user name for accessing DBH PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every ninety (90) days, preferably every sixty (60) days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

    a. Upper case letters (A-Z)
    b. Lower case letters (a-z)
    c. Arabic numerals (0-9)
    d. Non-alphanumeric characters (punctuation symbols)

8. Data Destruction. When no longer needed, all DBH PHI or PI must be wiped using the Gutmann or U.S. Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of DBH's Office of Information Technology.

9. System Timeout. The system providing access to DBH PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

10. Warning Banners. All systems providing access to DBH PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

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

12. Access Controls. The system providing access to DBH PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

13. Transmission Encryption. All data transmissions of DBH PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing DBH PHI can be encrypted. This requirement pertains to any type of DBH PHI or PI in motion such as website access, file transfer, and E-Mail.

14. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting DBH PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

C. Audit Controls

1. System Security Review. Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing DBH PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

2. Log Review. All systems processing and/or storing DBH PHI or PI must have a routine procedure in place to review system logs for unauthorized access.

3. Change Control. All systems processing and/or storing DBH PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

D. Business Continuity/Disaster Recovery Controls

1. Emergency Mode Operation Plan. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of DBH PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

2. Data Backup Plan. Contractor must have established documented procedures to backup DBH PHI to maintain retrievable exact copies of DBH PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DBH PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DBH data.

E. Paper Document Controls

1. Supervision of Data. DBH PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DBH PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

2. Escorting Visitors. Visitors to areas where DBH PHI or PI is contained shall be escorted and DBH PHI or PI shall be kept out of sight while visitors are in the area.

3. Confidential Destruction. DBH PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

4. Removal of Data. Only the minimum necessary DBH PHI or PI may be removed from the premises of Contractor except with express written permission of DBH. DBH PHI or PI shall not be considered “removed from the premises” if it is only being transported from one of Contractor’s locations to another of Contractor’s locations.

5. Faxing. Faxes containing DBH PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

6. Mailing. Mailings containing DBH PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible.

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