



FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	Vendor Code	SC	Dept.	A	Contract Number
<input type="checkbox"/> Change					
<input type="checkbox"/> Cancel					
County Department			Dept.	Orgn.	Contractor's License No.
Behavioral Health			MLH	MLH	

County of San Bernardino

F A S

STANDARD CONTRACT

Elizabeth Atkins		(909) 382-3007		\$ 750,000	
Contract Type					
<input type="checkbox"/> Revenue		<input type="checkbox"/> Encumbered		<input checked="" type="checkbox"/> Unencumbered	
<input type="checkbox"/> Other:					
If not encumbered or revenue contract type, provide reason:					
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount
		July 1, 2011	June 30, 2012	\$750,000	\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No
AAA	MLH	MLH			
					\$
					\$

Mental Health Services	11-12	750,000
Contract Type ()		

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

Various hereinafter called Contractors

Telephone () - Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

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

WITNESSETH:

WHEREAS, County desires to purchase and Contractors desire to provide certain mental health services, and

WHEREAS, this agreement is authorized by law,

NOW THEREFORE the parties hereto do mutually agree to term

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2011 through June 30, 2012, inclusive.

Aggregate Maximum Obligation:

TOTAL AGGREGATE MAXIMUM OBLIGATION \$750,000

Basis for Reimbursement:

~~Typical (cost plus fee)~~

Payment/Reimbursement Rate:

Rate established by Contractors and approved by San Bernardino County Superintendent of Schools.

Notices to County and Contractors:

County: County of San Bernardino
Department of Behavioral health
~~Administrative Services Division - Contracts~~
268 West Hospitality Lane, Suite 400
San Bernardino, CA 92415-0026

Contractors: Desert Mountain Special Education Local Plan Area
Educational Services Center, 17800 Hwy. 18
Apple Valley, CA 92307-1221

~~East Valley Special Education Local Plan Area~~
144 W. Mountain View Avenue
San Bernardino, CA 92335-5594

~~West End Special Education Local Plan Area~~
8265 Aspen venue, #200
Rancho Cucamonga, CA 91730

Fontana Unified School District
9680 Citrus Avenue, #33
Fontana, CA 92335-5594

Morongo Basin Unified School District
5715 Utah Trail
Twentynine Palms, CA 92277

San Bernardino City Unified School District
1535 W. Highland Avenue
San Bernardino, CA 92411

I. Definition of Terminology

- A. Wherever in this document and in any attachments hereto, the terms "Contract" and/or "Agreement" are used to describe the conditions and covenants incumbent upon the parties hereto, these terms are interchangeable.
- B. Definition of May, Shall and Should. Whenever in this document the words "may", "shall" and "should" are used, the following definitions shall apply: "may" is permissive; "shall" is mandatory; and "should" means desirable.
- C. The term "County's billing and transactional database system" refers to the centralized data entry system used by the Department of Behavioral Health and Developmental Services.
- D. The term "Director," unless otherwise stated, refers to the Director of DBH for the County of San Bernardino.
- F. Educationally Related Mental Health Services (ERMHS) are mental health services provided as a component of the special education services delineated within a student's individualized Education Program (IEP) with the expressed intention of addressing mental health issues impairing the student's ability to learn, and thereby aiding in the obtainment of educational goals. These services include outpatient mental health services as specified in this document. Such services may be provided in either residential placement.
- F. California Assembly Bill 100 - provided for a portion of the funding for Educationally Related Mental Health Services in the 2011-2012 school year to be included in the reallocation of Mental Health Services Act Proposition 63 funds to County Mental Health Services (referred to as AB 100 Special Education Pupil (SEP) funds). As the County's Mental Health Agency for San Bernardino County, the Department of Behavioral Health (DBH) along with the designated SELPAs have the responsibility to ensure that appropriate special education programs and services are received by all students with disabilities.
- G. San Bernardino County Superintendent of Schools (SBCSS) – provides educational leadership to the school districts in San Bernardino County.
- H. Special Education Local Plan Area (SELPA) – established by the State Board of Education and authorized by the California Education Code to provide program and fiscal services to the local educational agencies.
- I. Individualized Education Plan (IEP) – a plan tailored to meet the unique educational needs of a child who requires special education. The IEP is a written document that describes the child's educational performance, current level of achievement, and the specific educational goals and objectives to be achieved during the next year.

II. Contract Supervision

The Director or designee shall be the County employee authorized to represent the interests of the County in the contract. The Director or designee shall provide in writing the names of the persons authorized to execute this contract.

III. Performance

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

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. Contractors shall provide Educationally Related Mental Health Services (ERMHS) to

students placed in residential treatment programs. Services covered in this contract include any mental health services provided to qualified special education students in a residential treatment program as specified in the student's IEP, in support, stabilization and maintenance of the child's/youth's placement with the goal of transitioning the child/youth to a lower level of care.

C. State Performance Outcomes Requirements

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

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

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 Contractors in the delivery of services provided under this Contract. Full cooperation shall be given by Contractors in any auditing or monitoring conducted.

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

2. Availability of Records

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

Records, should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also

comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards of accountability, and shall be retained for at least seven (7) years from the date of final payment or final settlement, or until such time as the County requires longer.

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

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

The Contractor shall comply with all applicable laws, regulations, and standards governing the acquisition, use, and maintenance of medical records.

The Contractors shall agree to maintain and retain all appropriate service and financial records.

resolved, whichever is later.

3. Assistance by Contractors

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

- E. Notwithstanding any other provision of this Agreement, the County may withhold all payments due to the Contractors, if the Contractors 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

noncompliance; and significant performance problems as determined by the Director or his/her designee.

DBH Research and Evaluation Activities

1. The DBH Research and Evaluation Section (R&E) will collect important outcome information from targeted consumer groups and Contractors throughout the term of this Agreement. R&E will notify the Contractors when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, focus groups, and other data collection methods as deemed necessary and needed.

2. Research cannot be conducted without the approval of the Director or his/her designee of the DBH. Any approved research must follow the guidelines in the DBH Research Policy.

G. Cultural Competency

The State Department of Mental Health...
approved cultural competency plan for the County of San Bernardino and shall adhere to

1. Cultural and Linguistic Competency. Cultural competence is defined as a set of...
that system, agency, or those professional and consumer...
effectively in cross-cultural situations.

a. The Contractors shall be required to assess the demographic make-up...
linguistic needs of the eligible beneficiary population. Such studies are...
behavioral health and substance abuse services.

b. The DBH recognizes that cultural competence is a goal toward which...
competent is a developmental process and incorporates at all levels the...
importance of culture, the assessment of cross-cultural relations, vigilance...
culturally-unique needs. Providing medically necessary specialty...
services in a manner that fails to achieve its intended result due to...
cultural and linguistic barriers is not cost-effective.

- c. To assist the Contractors' efforts towards cultural and linguistic competency, the DBH shall provide the following:
- i. Technical assistance to the Contractors regarding cultural competency implementation.
 - ii. Demographic information to the Contractors for service(s) planning.
 - iii. Cultural competency training for Department and Contractors' personnel. Contractors' staff is encouraged to attend at least one cultural competency training per year.
 - iv. Interpreter training for Department and Contractors' personnel.

- d. Technical assistance for the Contractor to provide information and substance abuse services information to the DBH's threshold language (Spanish).

H. Public Accessibility

Contractors shall ensure that services provided are accessible by public transportation, (if appropriate).

I. Site Inspection

Contractors 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 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.

IV. Funding

A. ~~The Aggregate Maximum Obligation of San Bernardino County for FRMHS services provided to San Bernardino County Superintendent of Schools Special Education Local Plan Area students is as specified on the Referenced Contract provisions of this Agreement. This specific Agreement with Contractors is only one of several agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the parties that reimbursement to the Contractors will be only a fraction of this Aggregate Maximum with the appropriate authorization.~~

B. Contingent Funding

1. Any obligation of County under this Agreement is contingent upon the following:
 - a. The continued availability of AB 100 SEP funds for reimbursement, and
 - b. ~~The amount of AB 100 SEP funds available after all other FRMHS have~~
2. In the event such funding is subsequently reduced or terminated, County may ~~terminate or renegotiate this Agreement~~
3. Any unspent fiscal year allocation does not roll over and is not available in future years. Each fiscal year period will be settled to Federal and/or State cost reporting accountability.

C. Contractors shall have a written policy which outlines the allocation of the administrative indirect costs. This policy and allocation should follow the guidelines set forth in OMB circular A-122 Cost Principles for Non-Profit Organization and the cost allocation method must be acceptable, consistent, and based on actual data (costs, labor hours, etc.) from current fiscal year. If current data is not available, the most recent data will be used. The Contractors will reconcile its indirect cost immediately following the receipt of actual current fiscal year data. Contractors are to notify DBH in writing if rate changes.

- D. The Administrative Indirect Cost Rate approved in the agency's budget cannot exceed, 15% unless pre-approved in writing by the DBH. The County will require the Contractors to have on file a "Negotiated Indirect Cost Rate..."

...for a non-profit organization on behalf of all Federal agencies (OMB circular A-122, section E, paragraph 1a), if the County deems the rate to be excessive.

V. Payment

- A. County shall reimburse Contractors for ERMHS provided to qualified special education students residing in a residential placement between July 1, 2011 and June 30, 2012. Reimbursement is based on cost per unit. Services provided shall be in the support, stabilization and maintenance of the child's/youth's placement, as specified in the IEP.

- B. ~~The total of all...~~
students in SBCSS shall not exceed County's Aggregate Maximum Obligation. These... are not eligible for submission to Medi-Cal, therefore utilization of AB 100 SEP funds will be at 100% cost

- C. All Contractors will collaborate and submit one invoice that includes an itemization of the costs for each individual Contractor. Contractors will submit invoice to:

Department of Behavioral Health
Attention: Fiscal – Nina Baca
268 West Hospitality Lane, Suite 400
San Bernardino CA 92415-0026

- D. All claims submitted shall clearly reflect all required information specified regarding the services for which claims are made. Each claim shall reflect any and all payments made to Contractors by, or on behalf of patients. Claims for Reimbursement shall be... within a reasonable period of time following receipt of a complete and correct monthly claim, County shall make payment in accordance with Article V, Paragraph A., above.

- E. Pending a final settlement between the parties based upon the most Contract audit... shall make preliminary cash settlement within seventy-five (75) days of the expiration date of this Agreement as described in Article VII Preliminary...

- F. Contractors shall accept all payments from County via electronic funds transfer... directly deposited into the Contractors' designated checking or other bank account. Contractors shall promptly comply with directions and accurately complete forms provided by County... are not able to receive payments via EFT, Contractors must notify County and obtain permission for alternate means of payment. (School Districts only)

G. Contractors 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, including and policy requirements in 1902(a) of the Social Security Act (42 USC 1396(a) (68)), set forth in that subsection and as the federal Secretary of Health and Human Services may specify.

H. As this Contract may be funded in whole or in part with funds provided by the Deficit Reduction Act of 2005 (DRA), signed into law on February 17, 2009, Contractors shall comply with the terms and conditions set forth and hereby incorporated by this reference as Attachment III.

I. Contractors agree that no part of any federal funds provided under this Contract shall be used to pay the salary of an individual in the executive schedule at <http://www.opm.gov/oca> (U.S. Office of Personnel Management).

VI. Electronic Signatures

A. The State Department of Mental Health (DMH) and Alcohol and Drug Programs (ADP) have each respectively established the requirements for electronic signatures in electronic health record systems. DBH has sole discretion to authorize Contractors to use e-signatures as applicable for the performance of this contract, the Contractor shall:

1. Submit the request in writing to DBH Office of Compliance at the following address:

DBH Office of Compliance
250 W. Highland Ave.
San Bernardino, CA. 92415

2. Fulfill all requisite pre-conditions set forth in the DMH and/or ADP.

3. Obtain prior written approval from the Director of DBH or his designee.

B. DBH reserves the right to terminate e-signature authorization at will.

VII. Preliminary Settlement: Cost Report

A. ~~Not later than seventy-five (75) days after the expiration date or termination of this Contract, unless otherwise notified by County, the Contractors shall provide the County DBH with a complete and correct annual standard State of California~~ appropriate, except as otherwise noted in this Contract.

B. These cost reports shall be the basis upon which a preliminary settlement will be made between the parties to this Agreement. In the event of termination of this Contract by a Contractor pursuant to Article XI Duration and Termination, Paragraph C., the

preliminary settlement will be based upon the actual minutes/hours of time which were provided by Contractor pursuant to this Contract.

- C. Notwithstanding Article VIII Final Settlement: Audit Paragraph E. Contractor shall:
1. To withhold payment, or any portion thereof, pending outcome of a termination audit to be conducted by County;
 2. To withhold any sums due Contractor as a result of a preliminary cost settlement, pending outcome of a termination audit or similar determination regarding Contractor's indebtedness to County and to offset such withholdings as to any indebtedness to County.
- D. The cost of services rendered shall be adjusted to the lowest of the following:
1. Actual costs for direct treatment services;
 2. The amount of AB 100 SEP funds available after all other ERMHS have been paid.
- E. In the event a Contractor fails to complete the cost report(s) when due, the County may, at its option, withhold payment until the cost report(s) is (are) complete.
- F. Only the Director or designee may make exception to the requirement set forth in this Article VII, Paragraph A., above, by providing the Contractor written notice of the extension of the due date.
- G. If a Contractor does not submit the required cost report(s) when due and therefore no costs have been reported, the County may, at its option, request full payment of all funds paid Contractor under Article V Payment of this Agreement. Contractor shall reimburse the full amount of all payments made by County to Contractor within a period of time to be determined by the Director.
- H. ~~No claims for reimbursement will be accepted by the County after the cost report is submitted.~~

VIII. Final Settlement: Audit

- A. Contractors agree to maintain and retain all appropriate service and financial records for a period of at least seven years, or until audit findings are resolved, whichever is later. This is not to be construed to relieve Contractors of the obligations concerning retention of medical records as set forth in Article XIX Medical Records/Protected Health Information, Paragraphs A and B.
- B. Contractors agree to furnish duly authorized representatives from County and State access to patient/client records and to disclose to State and County representatives all financial records necessary to review or audit Contracts' services and to evaluate the cost, quality, appropriateness and timeliness of services. Said County or State representative shall provide a signed copy of a confidentiality statement similar to that

provided for in Section 5328(a) of the Welfare and Institutions Code. Contractors will retain said statement for its records.

C. If the appropriate agency of the State of California, or the County, determines that all, or any part of, the payments made by County to Contractors pursuant hereto are not reimbursable in accordance with this Agreement, such payments will be repaid by Contractors to County. In the event such payment is not made on demand, Contractors

D. The eligibility determination and the fees charged to, and collected from, patients whose treatment is provided for hereunder shall

E. If a post Contract audit finds that funds reimbursed to Contractors under this Agreement were in excess of actual costs or in excess of claimed costs (depending upon State of California reimbursement/audit policies) of furnishing the services, or in excess of the State of California Schedule of Maximum Allowances, the difference shall be reimbursed on demand by Contractors to County using one of the following methods, which shall be at the election of the County:

1. Payment of total.
2. Payment on a monthly schedule of reimbursement.

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

G. If there is a conflict between a State of California audit of this Agreement and a County audit of this Agreement, the State audit shall take precedence.

IX. Single Audit Requirement

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

1. The audit shall be performed by a licensed Certified Public Accountant (CPA) in accordance with OMB Circular A-133 (latest revision), Audits of States, Local Governments, and Non-Profit Organizations.

2. The audit shall be conducted in accordance with the Government Accounting Standards, latest revision, issued by the Comptroller General of the United States.

3. A copy of the audit performed in accordance with the provisions of OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractors' fiscal year.

4. The cost of the audit made in accordance with the provisions of OMB Circular A-133 can be charged to applicable Federal funds. Where apportionment of the audit is necessary, such apportionment shall be made in accordance with ~~generally accepted accounting principles, but shall not exceed the proportionate amount that the Federal funds represent of the Contractors' total revenue.~~
5. The work papers and the audit reports shall be retained for a minimum of seven (7) years from the date of the audit reports, and longer if the independent auditor is notified in writing by the County to extend the retention period.
6. Audit work papers shall be made available upon request to the County, and copies shall be made as reasonable and necessary.
7. The Contractors are responsible for follow-up and corrective action on all ~~_____~~
by the County in coordination with the State.

B. The Contractors shall comply with the applicable provisions of 42 C.F.R. sections 455.100 through 455.106.

Contract Performance Notification

~~_____ a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, notification will be made within one working day, in writing and by email.~~

XI. Duration and Termination

- A. The term of this agreement shall be from July 1, 2011 through June 30, 2012 inclusive. The County may, but is not obligated to extend awarded contract(s) for up to two additional one-year periods contingent on the availability of funds.
- B. This agreement may be terminated immediately by the Director at any time if:
 1. The appropriate office of the State of California indicates that this agreement is not subject to reimbursement under law; or
 2. There are insufficient funds available to County; or
 3. All AB 100 SEP funds have been expended on other ERMHS; or
 4. ~~The Contractors are found not to be in compliance with any or all of the terms of the herein incorporated Articles of this agreement or any other material terms of the contract.~~
- C. Either the Contractors or Director may terminate this agreement at any time for any reason or no reason by serving 30 days written notice upon the other party.
- D. This agreement may be terminated at any time by the mutual written _____

XII. Accountability: Revenue

- A. Total revenue collected pursuant to this agreement from fees collected for services rendered and/or claims for reimbursement from the County cannot exceed the cost of services delivered by the Contractors. In no event shall the amount reimbursed exceed the cost of delivering services.
- B. Charges for services to either patients or other responsible persons shall be at estimated actual costs.
- C. If this agreement is terminated, all revenue received from any source during the operative period of this agreement must be reported to the County until the Contractors have submitted their cost reports in accordance with Article VII Preliminary Settlement: Cost Report.

~~cross-over Medicare and/or insurance~~
medicare and/or the applicable insurance, then provide to the DBH Business Office copies of Contractors' 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. ~~Contractor shall~~
is zero (\$0), which is shown on Line 7 of the attached 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 ~~submitted to the County~~
Cost Report.

XIII. Personnel

- A. Contractors 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. Contractors shall also satisfy any other staffing requirements necessary to participate in the Short-Doyle/Medi-Cal program, if so funded.
- B. Contractors agree to provide or has already provided information on former County of ~~San Bernardino administrative officials~~ ~~for the~~ ~~last~~ ~~five~~ ~~years~~ and ~~information~~ ~~provided~~ ~~includes~~ ~~a~~ ~~list~~ ~~of~~ ~~former~~ ~~County~~ ~~administrative~~ ~~officials~~ ~~who~~ ~~terminated~~ ~~County~~ ~~employment~~ ~~within~~ ~~the~~ ~~last~~ ~~five~~ ~~years~~ ~~and~~ ~~information~~ ~~also~~ ~~includes~~ ~~the~~ ~~employment~~ ~~with~~ ~~or~~ ~~representation~~ ~~of~~ ~~Contractors.~~ For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. If during the course of the administration of this agreement, the County determines that the

Contractors have made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this section,

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

D. **IRAN CONTRACTING ACT OF 2010**

In accordance with Public Contract Code section 2204(e), the Contractors, at the time the Contract is signed, the Contractors signing the Contract are 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 shall be subject to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

XIV. Licensing and Certification

A. Contractors shall operate continuously throughout the term of this agreement with all licenses, certifications and/or permits as are necessary to the performance hereunder.

B. ~~Contractors shall ensure all service providers comply with applicable provisions of the~~
Service providers may not render services without a valid certification, licensure, registration or waiver.

Contractors shall ensure all service providers comply with applicable provisions of the

- C. ~~Contractors shall comply with applicable provisions of the:~~
1. Business and Professions Code, Division 2
 2. California Code of Regulations, Title 16

D. Contractors shall comply with the United States Department of Health and Human Services, Office of Inspector General (OIG) requirements related to eligibility for participation in Federal and State health care programs.

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 services and has not been reinstated in the Federal and State health care programs after a period of exclusion, suspension,

debarment, or ineligibility.

2. Contractors shall review the organization and all its employees, subcontractors, agents, physicians and persons having financial interest or ownership or control interest of the Contractor for eligibility against the United States General Services Administration's Excluded Person System (EPLS) and the OIG's List of Excluded Individuals/Entities (LEIE) respectively to ensure that Ineligible Persons are not employed or retained to provide services related to this Contract.
 - a. The EPLS can be accessed at <http://www.epls.gov/>.
 - b. The LEIE can be accessed at <http://oig.hhs.gov/fraud/exclusions.asp>.
3. If the Contractors receive Medi-Cal reimbursement, Contractor shall review the organization and all its employees, subcontractors, agents and physicians for

- a. The Suspended and Ineligible Provider List can be accessed at http://files.medi-cal.ca.gov/pubsdoco/publications/bulletins/part1/part1home_m.asp.

4. Contractors shall certify that no staff member, officer, director, principal, or sub-contractor is "excluded" or "suspended" from any federal health care program, federally funded contract, state health care program or state funded contract. This certification shall be documented by completing the Attestation Regarding Ineligible/Excluded Persons (Attachment IV) at time of the initial contract execution and annually thereafter. The Attestation Form shall be submitted to the following program and

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

5. Contractors acknowledge that Ineligible Persons are precluded from providing Federal and State funded health care services by contract with County in the event that they are currently sanctioned or excluded by a Federal or State law enforcement regulatory or licensing agency.

XV. Administrative Procedures

- A. Contractors agree to adhere to all applicable provisions of:
 1. State DMH Information Notices, and;
 2. County DBH Standard Practice Manual (SPM). Both the State DMH Information Notices and DBH SPM are included as a part of this contract by reference.

- B. If a dispute arises between the parties to this agreement concerning the interpretation of any State DMH Information Notice or a policy/procedure within the DBH SPM, the parties agree to submit all such disputes to the Director to attempt to resolve the dispute.
- C. State DMH Information Notices shall take precedence in the event of conflict with the terms and conditions of this agreement.

XVI. Laws and Regulations

A. Contractors agree to comply with all relevant Federal and State laws and regulations

1. Mental Health Plan (MHP) contract with the State Department of Health Services
2. California Code of Regulations Title 9
3. California Code of Regulations Title 22
4. ~~Welfare and Institutions Code, Division 5~~
5. Policies as identified in State policy letters and the Cost Reporting/Data

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

C. Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, regulations have been established.

Identifiable health information (IHI) otherwise defined as Protected Health Information (PHI) or electronic Protected Health Information (ePHI) as defined in the HIPAA Privacy and Security Regulations.

A Business Associate is defined as a party that performs certain services on behalf of, or provides certain services for a Covered Entity and, in connection therewith, gains access to IHI, or PHI or ePHI. Therefore, in accordance with the HIPAA Privacy and Security Regulations, Contractors shall comply with the terms and conditions as set forth in the attached Business Associate Agreement, hereby incorporated by this reference as Attachment I.

1. General Requirement. Pursuant to Title 42 C.F.R. Section 428.600, Contractors must have administrative and management arrangements or procedures, including a mandatory compliance plan that are designed to guard against fraud and abuse.
2. Compliance Program. County has established an Office of Compliance for purposes, rules and regulations related to

the provision of services and expenditure of funds in Federal and State health care programs. If Contractors have established its own Compliance Program, Contractors shall provide documentation to County to evaluate whether the Program is consistent with the elements of a Compliance Program as recommended by the United States Department of Health and Human Services

Office of Inspector General. Contractors' program must include the following:
compliance officer and compliance committee that is accountable to senior management and/or Board of Directors. [REDACTED]
listed below.

Should the Contractors develop its own Compliance Plan, it shall submit the plan prior to implementation to the following DBH Program Association and [REDACTED]

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

3. Specific Requirements. The administrative and management arrangements or procedures must include the following:

a. **Policies and Procedures:** Written policies and procedures that [REDACTED]

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

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

- b. **Code of Conduct:** Contractors shall either adopt the DBH Code of Conduct or develop their own Code of Conduct.

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

ii. Contractors shall distribute to all Contractors' employees, subcontractors, interns, volunteers, and members of Board of Directors a copy of the Code of Conduct. Contractors shall

will abide by said Code.

- d. **Internal Monitoring and Auditing:** Contractors 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. Contractors shall take reasonable precaution to ensure that the ~~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. Contractors shall not submit false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind.

iii. ~~Contractors shall~~

~~Contractors shall~~

describe the services provided.

iv. Contractors shall act promptly to investigate and correct any problems or errors in coding of claims and billing, ~~if and when any~~

outside auditors, etc.

v. Contractors shall ensure all service providers maintain current licensure/credential/registration/waiver status as required by the respective licensing Board. Contractors shall ensure the Staff Master is ~~updated~~ with the current ~~employment and~~ licensure/credential/registration/waiver status in order to bill for services.

e. **Response to Detected Offenses:** Contractors shall respond to and correct ~~detected offenses relating to this~~

~~responsibilities for developing corrective action initiatives for offenses.~~

f. **Compliance Training:** Contractors are responsible for conducting Compliance Training, if it has a Compliance Program that is approved by DBH. Contractors are encouraged to attend DBH Compliance trainings, as offered and available.

g. **Enforcement of Standards:** Contractors shall enforce compliance standards uniformly and through well-publicized disciplinary guidelines. If Contractors do not have a ~~Compliance Program~~, the County requires the

~~enforcement~~

n. **Communication:** Contractors shall establish and maintain effective lines of communication between the Compliance Officer for the Contractors and the employees. If Contractors do not have an approved Compliance hotline, the County shall provide use of its DBH Compliance Hotline (800) 398-9736, for Contractors' employees.

i. In accordance with the Termination paragraph of this Agreement, County

may terminate this Agreement upon thirty (30) days written notice if Contractors fail to perform any of the terms of this Compliance paragraph. At County's sole discretion, Contractors may be allowed up to thirty (30) days for corrective action.

XVII. Patients' Rights

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

XVIII. Confidentiality

Contractors agree to comply with confidentiality requirements contained in the

Welfare and Institutions Code, commencing with Section 5325.

and Institutions Code, commencing with Section 5325.

XIX. Medical Records/Protected Health Information

A. Contractors agree 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 Contractors shall make the computerized records accessible for County's review.

2. The minimum legal requirement for the retention of:
 - a. For adults and emancipated minors, seven (7) years following discharge (last date of service);
 - b. For unemancipated minors, at least one year after they have attained the age of 18, but in no event less than seven (7) years following discharge (last date of service).
 - c. County shall be informed within three (3) business days, in writing, if client medical records are defaced or destroyed prior to the expiration of the required retention period.

B. Contractors shall ensure that all patient/client records meet the requirements of the Health Information Privacy Act and other applicable laws.

C. Contractors agree to furnish duly authorized representatives from County and State access to patient/client records.

- D. The Protected Health Information under this Contract shall be and remain the property of the County. The Contractors agree that it acquires no title or rights to the Protected Health Information.
- E. In the event this contract is terminated, Contractors shall deliver or make available to DBH all data, reports, records and other such information and materials that may have been accumulated by Contractors under this Contract, whether completed, partially completed or in progress within seven (7) calendar days of said termination.
- F. If the Contractors shall cease operation of their businesses, the County shall store the medical records for all the Contractors' county funded clients.
 - 1. The Contractors shall be responsible for the boxing, indexing and delivery of any and all records that will be stored by the County medical records department. Contractors shall arrange for delivery of any and all records to the County medical records department within seven calendar days (this may be extended to (30) thirty calendar days with approval of DBH) or cessation of business operations.
 - 2. Should the Contractors fail to relinquish the medical records to the County, the County shall report the Contractor and its qualified professional personnel to the applicable licensing or certifying board(s).
 - 3. The Contractors shall maintain responsibility for the medical records of county funded clients.

- G. In the event the contract is terminated or the Contractors ceases operations, Contractors shall return all electronic Protected Health Information received from or created by its subcontractor, employees or agents on behalf of the Contractors to the County for the sole purpose of final destruction from Contractor's electronic devices, within (7) seven calendar days (this may be extended to (30) thirty calendar days with the approval of DBH).

XX. Quality Assurance/Utilization Review

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

XXI. Independent Contractor Status

Contractors understand and agree that the services performed hereunder by their officers, agents, employees, or contracting persons or entities are performed in an independent capacity and not in the capacity of officers, agents or employees of the County.

All personnel, equipment, materials, facilities, quarters, and operating expenses of any kind required for the performance of this contract shall be provided by Contractors.

XXII. Subcontractor Status

A. Contractors agree not to enter into any subcontracting agreements for work contemplated under Contract.

B. The provision of ERMHS shall be done at the direction of the Contractors; however, the
qualifying special education student.

XXIII. Attorney Costs & Fees

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

XXIV. Indemnification and Insurance

A. Indemnification – The Contractors agree to indemnify, defend (with counsel reasonably employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitee. The Contractor's indemnification obligation applies to the County's "active"

B. Additional Insured

all policies, except for the workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers

arising out of the performance of services by
endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO CG 0010 11 05

C. Waiver of Subrogation Rights

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

D. Policies Primary and Non-Contributory

self-insurance programs carried or administered by the County.

E. Severability of Interests

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

F. Proof of Coverage

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

G. Acceptability of Insurers

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

H. Deductibles and Self-Insured Retention

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

I. Failure to Procure Coverage

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

J. Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that the required insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Department of Risk Management

management or designee is authorized, but not required, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

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

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements herein shall constitute a waiver of any rights on the part of the County.

K. Insurance Specifications

The Contractors agree to provide insurance set forth in accordance with the requirements herein. If the Contractors use existing coverage to comply with these requirements, and that coverage does not meet the requirements herein, Contractors agree 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 Contractors 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 Contractors and all risks to such persons under this Contract.

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

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

2. Commercial/General Liability Insurance

The Contractors shall carry General Liability Insurance covering all operations...
...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:

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

~~Exclusion: collapse and subsidence~~

~~Personal injury.~~

f. Contractual liability.

~~\$2,000,000 general contractual liability~~

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.~~

(\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractors are 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

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

4. Umbrella Liability Insurance

~~All umbrella (over primary) or excess policy may be used to comply with limits of~~

~~requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "drumdown" provision providing primary coverage for any claim not covered by the primary policy. The coverage shall also apply to automobile liability.~~

L. Professional Services Requirements

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

or

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

or

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

2 If insurance coverage is provided as a "claims made" policy, the 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 the period of time specified in the contract.

XXV. Nondiscrimination

A. General. Contractors agree to serve all patients without regard to race, color, sex, religion, national origins or ancestry pursuant to the Civil Rights Act of 1964, as amended (42 USCA, Section 2000 D), and Executive Order No. 11246, September 24, 1965, as amended.

B. Individuals with Disabilities. Contractors agree to comply with the Americans with Disabilities Act of 1990, as amended, and all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto.

Employment and Civil Rights. Contractors agree to comply with the following requirements:

1. Equal Employment Opportunity Program: The Contractors agree to comply with the provisions of the Equal Employment Opportunity Program of the Contract Work Hours and Compensation Act of 1937, as amended, and Executive Order 11240, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services, Title 22, California Code of Regulations, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to

The Contractors shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, sex, marital status, age, political affiliation or disability.

DBH Contracts Unit.

2. Civil Rights Compliance

The Contractors shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. Consistent with applicable Federal and State law, the Contractors shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical disabilities. The Contractors shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities in all federally assisted

health and human services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977. The Contractors shall include the nondiscrimination and compliance provisions of this contract in all subcontracts to perform work under this contract. Notwithstanding other provisions of this section, the Contractors may require a determination of medical necessity pursuant to Title 9, CCR, Section 1820.205 Section 1830.205 or Section 1830.210, prior to providing covered services to a beneficiary.

XXVI. Contract Amendments

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

XXVII. Assignment

~~A. This agreement shall not be assigned by Contractor without the~~ the prior written consent of the Director.

B. This contract and all terms, conditions and covenants hereto shall insure to the benefit of, and binding upon, the successors and assigns of the parties hereto.

~~C. If the assignee is a~~

1. ~~That the new licensee shall have custody of the client records and that these~~
the County; or

2. ~~That arrangements have been made by the licensee for the safe preservation~~
and the location of the client records of ~~the~~
new and former licensees and the County; or

XXVIII. Environmental Requirements

~~In accordance with County Policy 11-10, the County prefers to acquire and use products with~~

requirements of the California Integrated Waste Management Act of 1989 (AB939), Contractors must be able to annually report the County's environmentally preferable purchases using Attachment V. Service providers are asked to report on environmentally preferable goods and materials used in the provision of their services to the County.

XXIX. Venue

The venue of any action or claim brought by any party to the Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue.

~~the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.~~

XXX. Conclusion

~~A. This agreement, together with all the Attachments inclusive is the full and complete document describing the services to be rendered by Contractors to County, including all covenants, conditions and benefits.~~

B. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this agreement to be subscribed by the Clerk thereof, and Contractors have caused this agreement to be subscribed on its behalf by its duly authorized officers, the day month and year first above written.

Name: _____
CaSonya Thomas, MPA, CHC
Director
County of San Bernardino DBH

Date: _____

Address: _____

Name: _____
Ronald Powell, Ph.D.
Administrator
Desert Mountain SELPA

Date: _____

Address: _____

Name: _____
Anita Ruesterholtz, M.A.
Administrator
East Valley SELPA

Date: _____

Address: _____

Name: _____

Oscar Duenas

Asst. Principal

Portland Unified School District

Date: _____

Address _____

Name: _____

Oscar Duenas
Assistant Superintendent
Fontana Unified School District

Date: _____

Address _____

Name: _____

Oscar Duenas

Assistant Principal
Antonia M. Lopez School District

Date: _____

Address _____

Name: _____
Oscar Duenas
Assistant Superintendent
Fontana Unified School District

Date: _____

Address _____

Name: _____
Oscar Duenas
Assistant Superintendent
Fontana Unified School District

Date: _____

Address _____

Name: _____

Oscar Duenas

Assistant Superintendent

Fontana Unified School District

Date: _____

Address _____

Name: Yolanda Ortega
Interim Superintendent
San Bernardino Unified School District

Date: _____

Address: _____

COUNTY OF SAN BERNARDINO

▶ _____
Josie Gonzales, Chair, Board of Supervisors

Dated: _____

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

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

By _____
Deputy

Approved as to Legal Form  | Reviewed by Contract Compliance | Presented to BOS for Signature

▶ _____
Frank Salazar, Deputy County Counsel

▶ _____
DBH Contract Unit

▶ _____
Department Head

Date 3-14-12

Date _____

Date _____

San Bernardino City Unified School District (SELPA)
1535 W Highland Avenue
San Bernardino, CA 92411

West End – SELPA
8265 Aspen Avenue #200
Rancho Cucamonga, CA 91730

9680 Citrus Avenue, #33
Fontana, CA 92335-5594

144 W. Mountain View Avenue
San Bernardino, CA 92408

5715 Utan Trail
Twentynine Palms, CA 92277

Educational Service Center,
17800 Hwy. 18
Apple Valley, CA 92307-1221

Description of Program Services

July 1, 2011 through June 30, 2012

I. DEFINITION OF EDUCATIONALLY RELATED MENTAL HEALTH SERVICES

A. Educationally Related Mental Health Services (ERMHS) are mental health services provided as a component of the special education services delineated

intention of addressing mental health issues impairing the student's ability to

services may be provided in support of residential placement.

California Assembly Bill 100 provided for a portion of the funding for Educationally related mental health services in the 2011-2012 school year to be included in the reallocation of Mental Health Services Act Proposition 63 funds to County Mental Health Agencies (referred to as AB 100 Special Education Pupil (SEP) funds). As

all students with disabilities. The designated SELPAs are Desert Mountain SELPA (DM-SELPA), East Valley SELPA (EV-SELPA), West End SELPA (WE-SELPA), the Fontana Unified School District, San Bernardino City Unified School District and

II. PERSONS TO BE SERVED

Services are intended for special education students who, during the period of July 1, 2011 through June 30, 2012, were:

- served by one of the six Special Education Local Planning Areas (SELPA) within San Bernardino County,
- provided Educationally Related Mental Health Services (ERMHS) while residing at residential placement during the period of July 1, 2011 through June 30, 2012,
- had/have a current Individualized Education Program (IEP) authorizing the residential placement and the ERMHS.

III. DESCRIPTION OF SPECIFIC SERVICES TO BE PROVIDED

Educationally Related Mental Health Services (ERMHS) are interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning. Services shall be directed toward achieving the Individualized Education Program (IEP) goals of the student.

A. Mental Health Services Activities:

Not all of the activities need to be provided for a service to be billable.

1. Assessment is a clinical analysis of the history and current status of the individual's mental, emotional, or behavioral disorder. Relevant cultural issues and history may be included where appropriate. Assessment may include diagnosis and the use of testing procedures.
2. Collateral is contact with one or more significant support persons in the life of the individual which may include consultation and training to assist in better utilization of services and understanding of mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and assist the individual in achieving educational, career planning and implementation of service plan(s). Family counseling or therapy which is provided on behalf of the individual is considered collateral.
3. Therapy is a service activity that may be delivered to an individual or group of individuals, and may include family therapy (when the individual is present). Therapeutic interventions are designed to help the individual gain desired results and may focus on symptom reduction as a means to improve functional impairments.

4. Rehabilitation is a service activity that may include any or all of the following:

~~1. Assistance in restoring or maintaining an individual's or group of individual's functional skills, daily living skills, social skills, medication compliance, and support resources.~~

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

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

- a. Development of plans, treatment plans or service plans.
- b. Monitoring of the individual's progress.

~~8. Medication Support Services:~~

~~Medication support services include staff persons practicing within the scope of their professional license or certification and are provided to individuals with 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 or significant support persons).
- 5. Plan development related to the delivery of this service.

C. Case Management/Brokerage:

Case Management/Brokerage services are activities provided by program staff to access medical, educational, social, prevocational, rehabilitative, or other needed

1. Linkage and Consultation - The identification and pursuit of resources necessary and appropriate to implement the service plan, treatment plan or coordination plan, but are not limited to the following:

- a. Interagency and intra-agency consultation, communication, coordination and referral.
- b. Monitoring service delivery and service plan, treatment plan or coordination plan implementation to ensure an individual's access to service and the service delivery system.

2. Placement Services - Supportive assistance to the client in the assessment, determination of need and securing of adequate and appropriate living arrangements, including, but not limited to the following:

- a. Locating and securing an appropriate living environment.
- b. Locating and securing funding.
- c. Pre-placement visit(s).
- d. Negotiation of housing or placement contract.

IV. STAFF TIME & BILLABLE UNITS OF TIME

The billable unit for mental health services is defined as one hour of staff time. Services as may support outpatient and residential services are based on minutes, hours and/or day-half days of time as staff

mode of service, paid by the SELPA, submitted to DBM for reimbursement and limited to available funding. The exact number of minutes, hours, days and/or half-days used by staff providing a reimbursable service shall be reported and billed. In no case shall more than 60 units of time be reported or claimed for any one staff member during a one hour

reported or claimed for any one SELPA and/or retained treatment staff member exceed the hours worked.

When a SELPA and/or retained treatment staff member provides service to or on behalf of more than one individual at the same time, the SELPA shall ensure that the individual's time must be prorated to each individual. When more than one treatment staff member provides a service, the time spent by each staff member shall be added together to yield the total billable time. The total time claimed shall not exceed the actual treatment 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).

V. FACILITY LOCATION

Contractors' facility(ies) are located at:

San Bernardino City Unified School
1535 W. Highland Avenue
San Bernardino, CA. 92411

Fontana Unified School District (SELPA)
9680 Citrus Avenue, #33
Fontana, CA 92335-5594

Morongo Basin Unified School District (SELPA)
5715 Utah Trail
Twentynine Palm, CA. 92277

West End – SELPA
8265 Aspen Avenue #200
Rancho Cucamonga, CA 91730

East Valley – SELPA
144 W. Mountain View Avenue
San Bernardino, CA. 92408

Desert/Mountain SELPA
Educational Service Center,
17800 Hwy. 18
Apple Valley, CA. 92307-1221

The provision of ERMHS shall be done at the direction of the agencies above; however, the actual services may be provided by...

The contract shall ensure that all of the following are met at all facilities at which ERMHS are being provided:

- A. There are adequate furnishings and clinical supplies to provide ERMHS in effective manner.
- B. The facility exterior and interior appearances are maintained in a safe, clean, and attractive manner.

- C. There are adequate fire extinguishers and smoke alarms in all buildings and an emergency evacuation plan.

VI. ADMINISTRATIVE AND PROGRAMMATIC REQUIREMENTS

- A. All Contractors will collaborate on a fiscal year end report which shall be submitted to DBH by July 31, 2012.

- B. Each contractor will submit one invoice for all ERMHS to be reimbursed. This invoice shall include summary data for all ERMHS, while including sufficient specific student information that school records could be obtained in the future in the event of an audit. This invoice shall be submitted to the DBH Regional Program Manager.

- C. Contractors shall provide information in a linguistically sensitive manner. This includes providing information in the appropriate languages and providing information to persons with visual and hearing impairments.

- D. Contractors shall maintain client records in compliance with all regulations set forth by the California Department of Education and provide access to records by DBH staff.

- E. Contractors shall ensure that there are adequate budgeted funds to pay for all necessary treatment staff, supplies and tools.

- F. Contractors shall maintain a separate and clear audit trail reflecting expenditure of funds under this agreement.

- G. Contractors shall provide to the DBH Regional Program Manager copies of all administrative policies and procedures, including the location(s) and shall maintain an electronic mail, with the Program Manager regarding those policies and procedures.

- H. The program shall submit a report to the DBH Regional Program Manager.

VIII. DEPARTMENT OF BEHAVIORAL HEALTH RESPONSIBILITIES

- A. DBH shall process the invoices for EMHRS and provide all contractors summary information regarding the utilization of funds.

BUSINESS ASSOCIATE AGREEMENT

Except as otherwise provided in this Agreement, all contractors listed on page 3, hereinafter referred to as BUSINESS ASSOCIATE, may use, access or disclose Protected Health Information to perform functions for the

BERNARDINO, hereinafter referred to as the COVERED ENTITY, as specified in this Agreement and the attached CONTRACT, provided such use, access or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 United States Code (USC) 1320d et seq. and its implementing regulations, including but not limited to

Security Rules and patient confidentiality regulations, including but not limited to, California Civil Code 56 – 56.16, 56.20, 56.36, and Health and Safety Codes 1280.1, 1280.3, 1280.15, 130200 Title 42 of the Code of Federal Regulations Part 2 and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (the "HITECH Act") and any regulations adopted or to be adopted pursuant to the HITECH Act that relate to the obligations of business associates. Business Associate recognizes and agrees it is obligated by law to meet the applicable provisions of the HITECH Act.

I. Definitions.

- a. "Breach" means the acquisition, access, use or disclosure of Protected Health Information (PHI) in a manner that is not permitted under HIPAA, 42 USC 1320d et seq.

Health Information. For the purposes of HITECH, a breach shall not include:

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

(b) any other function or activity regulated by the HIPAA Privacy or HIPAA Security Regulations; or

2. Provides, other than in the capacity of a member of the workforce of such Covered Entity, legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation or financial services to or for such Covered Entity where the provision of the service involves the disclosure of

person.

c. "Patient/Client" means Covered Entity, funded source who is the patient or client of the

d. "Covered Entity" means a health plan, a health care provider, or a health care provider who transmits any health information in electronic form in connection with a transaction covered by HIPAA Privacy and Security Regulations.

"Data Aggregation" means with respect to PHI, the combination of PHI from one or more Associates in its capacity as the Business Associate of a Covered Entity, the combining of

that relate to the health care operations of the respective Covered Entities.

f. "Discovered" means a breach shall be treated as discovered by Covered Entity or Business Associate on the first day on which such breach is known to such Covered

Covered Entity or Business Associate (or person) to have occurred.

"Electronic Protected Health Information" or "Electronic PHI" means PHI that is
Regulations.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996 (Public

i. "HIPAA Privacy Rule" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to protect the privacy of Protected Health Information, including, but not limited to, 45 CFR Part 160 and 45 CFR Part 164

j. "HIPAA Security Rule" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services to protect the security of Electronic Protected Health Information, including, but not limited to, 45 CFR Part 160 and 45 CFR Part 164, Subpart A and Subpart C.

k. "HITECH Act" means the privacy, security and security Breach notification provisions applicable to Business Associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), which is Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and any regulations promulgated thereunder.

l. "Personally Identifiable Health Information" means information that is a subset of health information, including demographic information collected from an individual, and;

1. is created or received by a health care provider, health plan, employer or health care clearinghouse; and

relates to the past, present or future physical or mental health condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and

(a) that identifies the individual; or

(b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

m. "Protected Health Information" or "PHI" means Personally Identifiable Health Information transmitted or maintained in any form or medium that (i) is received by Business Associate from Covered Entity, (ii) Business Associate creates for its own purposes from Personally Identifiable Health Information that Business Associate received from Covered Entity, or (iii) is created, received, transmitted or maintained by Business Associate on behalf of Covered Entity. Protected Health Information excludes

described at 20 U.S.C. Section 1232g(a)(4)(B)(iv), and employment records held by the Covered Entity in its role as employer.

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

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

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

II. Obligations and Activities of Business Associate.

a. **Permitted Uses.** Business Associate shall not use, access or further disclose Protected Health Information other than as permitted or required by this Agreement and as specified in the attached CONTRACT or as required by law. Further, Business Associate

shall not use Protected Health Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. Business Associate shall disclose to its employees, subcontractors, agents, or other third parties, and request from Covered Entity, only the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted hereunder.

b. **Prohibited Uses and Disclosures.** Business Associate shall not use or disclose

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

17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to this Agreement.

c. Appropriate Safeguards. Business Associate shall implement the following administrative, physical, and technical safeguards in accordance with the Security Rule:

1. Implement policies and procedures to prevent, detect, contain and correct security violations; identify the security official who is responsible for the

subpart for the entity; implement a security awareness and training program for all members of its workforce; implement policies and procedures to prevent those workforce members who do not have access from obtaining access to electronic PHI; implement policy and procedures to address security incidents; establish policies and procedures for responding to an emergency or other occurrence that damages systems that contain electronic PHI; and perform a periodic technical and nontechnical evaluation in response to environmental or operational changes affecting the security of electronic PHI that establishes the extent to which an entity's security policies and procedures meet the requirements of this subpart.

2. Implement policies and procedures to limit physical access to its electronic

resources that properly authorized access is allowed; implement policies and procedures that specify the proper functions to be performed, and the physical attributes of the surroundings of a specific workstation or class of workstations that can access electronic PHI; implement physical safeguards for all workstations that access electronic PHI; restrict access to authorized users; implement policies and procedures that govern the receipt and removal of hardware and electronic media that contain electronic PHI into and out of a facility and the movement of these items within the facility.

3. Implement technical policies and procedures for electronic information systems that maintain electronic PHI to allow access only to those persons or software programs that have been granted access rights as specified in 45 C.F.R., Section 164.308; implement hardware, software, and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic PHI; implement policies and procedures to protect electronic PHI from improper

d. Mitigation. Business Associate shall have procedures in place to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use, access or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

e. Reporting of Improper Access, Use or Disclosure or Breach. Business Associate shall report to Covered Entity's Office of Compliance any unauthorized use, access or disclosure of Protected Health Information or any other security incident with

disclosure of potential breach. Additionally, effective February 17, 2010, the Business Associate shall report to the Covered Entity's Office of Compliance any breach consistent with the regulations promulgated under HITECH by the United States Department of Health and Human Services, 45 CFR Part 164, Subpart D, within two (2)

business days of discovery of the potential breach. Upon discovery of the potential breach, the Business Associate shall complete the following actions:

1. Provide Covered Entity's Office of Compliance with the following information to include but not limited to:

- (a) Date the potential breach was discovered;
- (b) Date the potential breach was discovered;
- (c) Number of staff, employees, subcontractors, agents or other third parties and the titles of each person allegedly involved;
- (d) Number of potentially affected patients/clients: and

2. Conduct and document a risk assessment by investigating without reasonable delay and in no case later than twenty (20) calendar days of discovery of the potential breach to determine the following:

- (a) Whether there has been an impermissible use, acquisition, access or disclosure of PHI under the Privacy Rule;
- (b) Whether an impermissible use or disclosure compromises the security or privacy of the PHI by posing a significant risk of financial, reputational or other harm to the patient/client; and
- (c) Whether the incident falls under one of the breach exceptions

3. Provide completed risk assessment and investigation documentation to Covered

- (b) If a breach has occurred, notification to the patient/client(s) is required, and Business Associate must provide and send notification to the affected patient and make available to the Covered Entity.

4. Make available to Covered Entity and governing State and Federal agencies,

agencies, any policies, procedures, internal practices and records relating to a potential breach for the purposes of audit or should the Covered Entity receive

- f. **Permitted Disclosures.** If Business Associate discloses Protected Health Information to a third party, including any agent or subcontractor, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such Protected Health Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and (ii) an agreement from such third party to immediately notify Business Associate of any breach of confidentiality of the Protected Health Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)].

- g. **Access to Protected Health Information.** Business Associate shall provide access to Protected Health Information in a Designated Record Set to Covered Entity or to an individual at the request or direction of Covered Entity and in the time and manner designated by the Covered Entity, as required by of 45 CFR 164.524.

- h. **Amendment of Protected Health Information.** If Business Associate receives

- b. Description of the types of unsecured PHI involved in the breach (such as name, date of birth, home address, Social Security number, medical insurance, etc.);
 - c. Steps patient/client(s) should take to protect themselves from potential harm resulting from the breach;
 - d. Brief description of what is being done to investigate the breach, minimize harm to patient/client(s) and to protect against any further breaches;
 - e. Contact procedures for patient/client(s) to ask questions or learn additional information, which must include a toll free telephone number, an e-mail address, Web site or postal address.
3. Determine if notice is required to Secretary of the U.S. Department of Health and Human Services.
 4. Submit breach information to the Secretary of the U.S. Department of Health and Human Services within the required timeframe, in accordance with 164.408(b).

V. General Provisions.

~~f. Remedies. Business Associate agrees that Covered Entity shall be entitled to seek~~

Covered Entity may have at law or in equity in the event of an unauthorized use, access or disclosure of Protected Health Information by Business Associate or any agent or business associate.

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

~~f. Indemnification. Business Associate shall indemnify and hold Covered Entity~~

and all claims, actions, losses, damages, injuries, costs and expenses (including costs for reasonable attorney fees) that are caused by or result from the acts or omissions of Business Associate, its officers, employees, agents and subcontractors, with respect to the use, access or disclosure of Covered Entity's PHI.

**San Bernardino County Mental Health Plan (MHP) Grievance Procedure
BENEFICIARY COMPLAINTS, APPEALS AND/OR GRIEVANCES**

APPEAL PROCESS

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

REQUEST FOR A STATE FAIR HEARING

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

The Access Unit tries to ensure problems are resolved before the State Fair Hearing. The Access Unit notifies the beneficiary two (2) days before the hearing.

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

The Access Unit is responsible for coordination with the State Department of Social Services. The Access Unit provides and consumers regarding the Fair hearing process. The Access Unit also oversees compliance with the decision of the hearing.

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

Hearings are requested through calling or writing to:

State Hearing Division California Department of Social Services

PO Box 944243

Sacramento, CA 94244-2430

Telephone: (800) 952-5253

TDD: (800) 952- 8349

BENEFICIARY COMPLAINTS, APPEALS AND/OR GRIEVANCES

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

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

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

GRIEVANCES REGARDING PROVIDERS

Grievances by beneficiaries about providers or mental health services may be made to the Access Unit or to the Patients' Rights Office. Grievances will be reviewed and investigated by the appropriate office within the Department of Behavioral Health, and the issues contained therein will be reviewed by Quality Management.

Providers cited by the beneficiary or otherwise involved in the grievance process will be notified of the final disposition of that grievance.

Concerns of the Department of Behavioral Health regarding a provider's possible unprofessional, unethical, incompetent, or breach-of-contract behavior will be investigated by the Department of Behavioral Health, the Patient's Rights Office, or by Quality Management. In extreme cases, in which

Providers will prominently display and make available printed materials, which announce and explain the grievance, appeal and State Fair Hearing processes without the beneficiary having to make a request.

Services and poster in the two (2) County threshold languages. *Any grievance initiated with a provider by a beneficiary should be immediately forwarded from the provider to the Access Unit.*

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

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

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

APPEALS (written)

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

The Program Manager or designee will communicate a response to the provider within sixty (60) calendar days of receipt of the appeal.

by the provider and any action required by the provider to implement the decision. If applicable, the provider shall submit a revised request for MHP payment authorization within thirty (30) calendar days from receipt of the MHP's decision.

AMERICAN RECOVERY AND REINVESTMENT ACT FUNDING (ARRA)

Use of ARRA Funds and Requirements

This Contract may be funded in part by the American Recovery and Reinvestment Act of 2009 (ARRA).

ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building, ~~any building~~, unless all of the iron, steel and manufactured goods (as defined in 26 CFR 179.179-1) for the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United

steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in part by ARRA must be paid

prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31), this is referred to as the "wage rate" requirement.

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

this Contract.

Contractor may also be required to register in the Central Contractor Registry (CCR)

the same database. Contractor must contact the County with any questions regarding registration requirements.

Schedule of Expenditure of Federal Awards

In addition to the requirements described in "Use of ARRA Funds and Requirements" proper

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

In addition, Contractor agrees that at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

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

Whistleblower Protection

Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-Federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a

substantial danger to public health or safety related to the implementation or use of ARRA funds; or (4) a violation of law, rule, or regulation related to an activity (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds.

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

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

Printed Name

Signature

Title

Company or Organization

Contract Number(s)

Date

INITIALLY PREFERABLE GOODS AND SERVICES
County of San Bernardino

REPORT OF ENVIRONMENTAL

X	MP	OF GREEN ATTRIBUTE	EXAMPLES OF CERTIFICATION AND ACCREDITATION	JR
Bi	has	e	Certified Approved Product (AP) Non-Toxic	
Bi	ec	arbon (CFC)-free	Ecologo Certified	
Ce	ain	y	Energy Star	
Ch	ro	cumulative toxin (PBT)-free	Electronic Product Environmental Assessment Tool (EPEAT)	
Co	nc	le	Forest Stewardship Council Certified	
En	gy	t	Green Seal Certified	
Le	t	ouse gas emissions	Greenguard Certified	
Le	t	ing	Scientific Certification Systems (SCS)	
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