

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



351

FROM: Department of Mental Health

SUBMITTAL DATE:
June 17, 2010

SUBJECT: Approve FY 2010/2011 FSP TAY ISRC Agreements with Oasis Rehabilitation Center, Inc. and Victor Community Support Services, Inc.

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve the Agreement with Oasis Rehabilitation Center, Inc. (Oasis) for FY 2010/2011;
2. Approve the Agreement with Victor Community Support Services, Inc. (VCSS) for FY 2010/2011;
3. Authorize the Chairman of the Board to sign these Agreements;
4. Authorize the Riverside County Purchasing Agent to increase, decrease, sign ministerial amendments and annually renew these agreements with Oasis and VCSS through June 30, 2015.

BACKGROUND:

In November 2004, California voted for and passed the ballot measure known as Proposition 63 or the Mental Health Services Act (MHSA) that provides new funding for public mental health services. On January 10, 2006, Agenda Item 3.71, the Board of Supervisors approved the Department of Mental Health's (DOMH) MHSA Community Services and Supports (CSS) Plan, and on December 12, 2006, Agenda Item 3.26, the Board of Supervisors ratified the agreement with the State for the implementation of the MHSA CSS Plan and authorized the Auditor-Controller to make the necessary budget adjustments.
(Continued on Page 2)

JW:SM:EM

Jerry Wengerd
Jerry Wengerd, Director
Department of Mental Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$2,258,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

SOURCE OF FUNDS: 50% Medi-Cal, 50% MHSA	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
 BY: *Mark Seiler* MARSHAL VICTOR
 DATE: 6/17/10
 Purchasing: *Mark Seiler* Mark Seiler, Assistant Director
 Departmental Concurrence
 Dept't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: 3.20 of 4/29/08; 3.71 of 1/10/06 & 3.26 of 12/12/06 | **District:** 1 & 4 | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.42

SUBJECT: Approve FY 2010/2011 FSP TAY ISRC Agreements with Oasis Rehabilitation Center, Inc. and Victor Community Support Services, Inc.

BACKGROUND (Continued):

The Transitional Aged Youth (TAY) Work Plan of the MHA CSS Plan calls for the establishment of new full service partnership programs within the Children's System of Care known as the Integrated Service and Recovery Centers (ISRC). In addition to serving TAY consumers (ages 16-25) who are homeless or at risk of homelessness, services will be provided to frequent users of restrictive institutional treatment and/or individuals who are involved with the criminal justice system as a result of untreated or ineffectively treated mental illness including co-occurring disorders. The CSS Plan also requires 24 hour per day access; educational, vocational and employment support; access to housing; and other essential resources necessary to achieve the goals of recovery and resiliency.

On April 29, 2008, Agenda Item 3.20, the Board of Supervisors approved agreement amendments with Oasis and VCSS for FY 07/08 for TAY services in the amount of \$1,170,000, and allowed to the contracts to be extended to June 30, 2010. As a result of the contract period ending under previous Board approval, the DOMH is therefore requesting that the Board of Supervisors approve the contract renewals with Oasis and VCSS for FY 10/11 that will allow for the continuation of FSP ISRC TAY services to mental health consumers located in the County of Riverside.

PERIOD OF PERFORMANCE:

The contract renewals with Oasis and VCSS will be effective from July 1, 2010 through June 30, 2011. Both contracts may be renewed annually through June 30, 2015 by the Riverside County Purchasing Agent upon availability of Federal, State and/or MHA funds.

FINANCIAL IMPACT:

The FY 10/11 contract amount for Oasis will be \$1,088,000 and for VCSS the contract amount will be \$1,170,000. Both contracts are Medi-Cal and MHA funded and no additional County funds are required at this time.

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**FY 2010/2011
AGREEMENT RENEWAL
BETWEEN
COUNTY OF RIVERSIDE AND
OASIS REHABILITATION CENTER, INC.**

That certain agreement between the County of Riverside (COUNTY) and Oasis Rehabilitation Center, Inc. (CONTRACTOR) originally approved by the Purchasing Agent on March 13, 2008 for FY 2007/2008, and amended for the first time by the Board of Supervisors on April 29, 2008, Agenda Item 3.20 for three fiscal years FY 2007/2008, FY 2008/2009 and FY 2009/2010; and amended for the second time by the Purchasing Agent on November 17, 2008 for FY 2008/2009; and amended for the third time by the Purchasing Agent on November 11, 2009 for FY 2009/2010; is hereby renewed again for FY 2010/2011, effective July 1, 2010 and shall continue to June 30, 2011.

That certain agreement is modified as follows:

1. Section VI-ADMINISTRATIVE CHANGE STATUS is modified as follows:

Add lettering system to paragraphs and current paragraph now becomes paragraph "a".

Add subparagraph "b." as follows:

"b. CONTRACTOR is responsible for providing to the COUNTY, annually, at the beginning of each fiscal year and upon execution of the CONTRACTOR'S agreement, emergency and/or after hour contact information for the CONTRACTOR'S organization. CONTRACTOR emergency and/or after hour contact information shall include, but is not limited to, first and last name of emergency and/or after hour contact, telephone number, cellular phone number, and applicable address(s). CONTRACTOR shall provide this information to the COUNTY at the same time the CONTRACTOR provides the COUNTY with annual insurance renewals and/or changes to insurance coverage."

Add subparagraph "c" as follows:

"c. CONTRACTOR shall be responsible for updating this information, immediately and in writing, when changes in CONTRACTOR'S emergency and/or after hour contact information occurs during the fiscal year or prior to the end of the fiscal year. Written CONTRACTOR updates of this information shall be provided to the COUNTY in accordance with Section XXXIII-Notices of this agreement."

1 2-2. Section XVI-REPORTS is modified as follows:

2 Delete existing paragraph "B." and replace with the new paragraph "B." as follows:

3 "B. CONTRACTOR shall provide the COUNTY with applicable reporting documentation as
4 specified and/or required by the COUNTY, State Department of Mental Health and Federal
5 guidelines. COUNTY may provide additional instructions on reporting requirements.

6 3-2. Section XX-STAFFING is modified as follows:

7 Add paragraph "H." as follows:

8 "H. CONTRACTOR shall follow all Federal, State and County policies, laws and regulations
9 regarding Staffing and/or Employee compensation. CONTRACTOR shall not pay or compensate
10 any of its Staff, Personnel or Employees by means of cash. All payments or compensation made
11 to CONTRACTOR Staff, Personnel and/or Employees in association with the fulfillment of this
12 agreement shall be made by means of Staff, Personnel and/or Employee Certified Payroll only.

13 4-3. Section XXI-CULTURAL COMPENTENCY

14 Add new subparagraph "4." to paragraph A. as follows:

15 "4. CONTRACTOR agrees to comply with the COUNTY'S Cultural Competency Plan as set
16 forth in the Board of Supervisors approved Cultural Competency Plan. The Cultural Competency
17 Plan may be obtained from the COUNTY'S website at www.mentalhealth.co.riverside.us or by
18 contacting the COUNTY'S Cultural Competency Manager or designee upon written request via
19 certified mail or facsimile to:

20 Riverside County Department of Mental Health Cultural Competency Program

21 P.O. Box 7549

22 Riverside, California 92513

23 Attention: Cultural Competency Manager

24 Fax: 951-358-4792"

25 Add new subparagraph "5." to paragraph A. as follows:

26 "5. CONTRACTOR agrees to meet with COUNTY'S Cultural Competency Program Manager, as
27 needed by the CONTRACTOR and as coordinated by the COUNTY, to determine and implement
28 cultural competency activities that shall include, but is not limited to, compliance with the

1 cultural competency requirements outlined in Section XXI of this agreement.”

2 Add new subparagraph “6.” to paragraph A. as follows:

3 “6. COUNTY will provide technical assistance to CONTRACTOR in the areas of cultural
4 competency as needed and requested by CONTRACTOR.”

5 Add new subparagraph “7.” to paragraph A. as follows:

6 “7. CONTRACTOR will be responsible for participating in cultural competency trainings as
7 required by the COUNTY’S Cultural Competency Plan. The following is a partial list of annual
8 cultural competency trainings and topics that may be available through the COUNTY to assist
9 CONTRACTORS with meeting training requirements though capacity will be limited: Cultural
10 Formulation; Multicultural Knowledge; Cultural Sensitivity; Cultural Awareness; Social/Cultural
11 Diversity; Mental Health Interpreter Training; Training Staff in the use of Mental Health
12 Interpreters; Training in the Use of Interpreters in the Mental Health Setting. In order to attend
13 the COUNTY offered trainings, CONTRACTOR must contact the Cultural Competency Manager
14 at the contact information location in subparagraph 1 of paragraph A. in Section XXI-
15 CULTURAL COMPENTENCY.”

16 Add subparagraph “8.” to paragraph A. as follows:

17 “8. CONTRACTOR will be responsible for reporting back to the COUNTY annually in writing
18 all cultural competency related trainings that staff members have taken. The following format is
19 recommended:

20

Name of Training Event	Description of Training	How long and how often attended	Attendance by Service Function	No. of Attendees and Total	Date of Training	Name of Presenter
Example: Cultural Competence Introduction	Overview of cultural competence issues in mental health treatment settings.	Four hours annually	*Direct Services *Direct Services Contractors *Administration *Interpreters	15 20 4 2 Total: 41	1/21/10	John Doe

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27 CONTRACTOR training information shall be submitted via facsimile to 951-358-4792 to the
28 attention of the COUNTY Cultural Competency Program Manager on or before June 30 of each fiscal year.”

1 Add subparagraph "9." to paragraph A. as follows:

2 "9. CONTRACTOR is responsible for notifying the COUNTY Cultural Competency Program
3 Manager in writing if the June 30th deadline can not be met. CONTRACTOR will be responsible
4 for requesting an extension from the COUNTY'S Cultural Competency Program Manager. All
5 requests for extensions must be put in writing and mailed or faxed to the COUNTY'S Cultural
6 Competency Program Manager at the contact information listed herein."

7 ~~5.4~~ Section XXIX-TERMINATION PROVISIONS: is modified as follows:

8 Re-letter paragraph "I" to read paragraph "J".

9 Add a new paragraph "I" as follows:

10 "I. In instances where the CONTRACTOR agreement is terminated and/or allowed to expire by
11 the COUNTY and not renewed for a subsequent fiscal year, COUNTY reserves the right to enter
12 into settlement talks with the CONTRACTOR in order to resolve any remaining and/or
13 outstanding contractual issues, including but not limited to, financials, services, billing, cost
14 report, etc. In such instances of settlement and/or litigation, CONTRACTOR will be solely
15 responsible for associated costs for their organizations legal process pertaining to these matters
16 including, but not limited to, legal fees, documentation copies, and legal representatives.
17 CONTRACTOR further understands that if settlement agreements are entered into in association
18 with this agreement, the COUNTY reserves the right to collect interest on any outstanding
19 amount that is owed by the CONTRACTOR back to the COUNTY at a rate of no less than 5% of
20 the balance."

21 6. Rescind the previous Exhibit A in its entirety and replace it with the new, attached Exhibit A for
22 FY 2010/2011.

23 7. Rescind the previous Exhibit C in its entirety and replace it with the new, attached Exhibit C in
24 which the COUNTY'S Maximum Obligation to the CONTRACTOR is decreased from \$1,170,000
25 to \$1,088,000 for FY 2010/2011.

26 8. Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I for
27 FY 2010/2011.

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1 All other provisions of this entire Agreement shall remain unchanged and in full force and effect.

2 **IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized representatives
3 to execute this amendment.

4 COUNTY ADDRESS:

5 County of Riverside
6 Board of Supervisors
7 4080 Lemon Street, 5th Floor
8 Riverside, CA 92501

INFORMATION COPY:

County of Riverside
Department of Mental Health
P.O. Box 7549
Riverside, CA 92503-7549

8 **CONTRACTOR:**

9
10 Signed: 

11
12 Date: 6-10-10

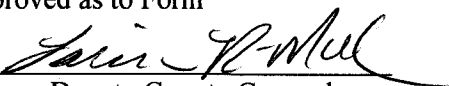
13
14 Title: Vice President of Operations
15 Address: 1501 Hogher Way, Ste 150
Long Beach, CA 90810

COUNTY OF RIVERSIDE:

Marion Ashley, Chairman
Board of Supervisors
County of Riverside

Date: _____

16 COUNTY COUNSEL:

17 Pamela J. Walls
18 Approved as to Form
19 By: 
Deputy County Counsel

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21 Rev. 05/20/10

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4 COUNTY ADDRESS:

5 County of Riverside
6 Board of Supervisors
7 4080 Lemon Street, 5th Floor
8 Riverside, CA 92501

INFORMATION COPY:

County of Riverside
Department of Mental Health
P.O. Box 7549
Riverside, CA 92503-7549

9 **CONTRACTOR:**

10 Signed: 

11 Date: 6-10-10

12 Title: Vice President of Operations
13 Address: 1501 Hogher Way, Ste 150
14 Long Beach, CA 90810

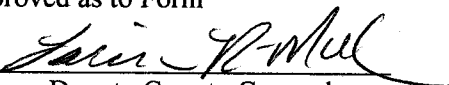
COUNTY OF RIVERSIDE:

Marion Ashley, Chairman
Board of Supervisors
County of Riverside

Date: _____

16 COUNTY COUNSEL:

17 Pamela J. Walls
18 Approved as to Form

19 By: 
Deputy County Counsel

21 Rev. 05/20/10

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1 **TRANSITION AGE YOUTH INTEGRATED SERVICE RECOVERY CENTER**

2 **DESERT REGION**

3 **EXHIBIT A**

4 **Fiscal Year 2010-2011**

5 **CONTRACTOR NAME:** Oasis Rehabilitation Center, Inc.

6 **DEPT ID/PROGRAM:** 4100202208 – 74750: Desert FSP TAY Integrated Services
7 Recovery Center

8 **I. SCOPE OF WORK**

9 Oasis Rehabilitation Center, Inc., hereinafter referred to as CONTRACTOR, shall
10 provide Full Service Partnership (FSP) services by establishing the Transition Age
11 Youth (TAY) Integrated Service and Recovery Centers (IRSC's) for the Desert
12 region.
13
14

15 **II. GOALS OF SERVICES**

16 The ISRC will align with the goals of the Mental Health Services Act (MHSA) by
17 successfully engaging and supporting TAY in Full Service Partnerships (FSP's) that
18 are intended to reduce, limit or break the cycle of homelessness, institutionalization
19 and/or incarceration. Each client identified as a Full Service Partner must be offered a
20 partnership with the TAY-ISRC to develop an individualized service and support
21 plan, which is client/family driven, and operationalizes the five fundamental concepts
22 of:
23

- 24
- 25 1. Community collaboration
 - 26 2. Cultural competence
 - 27 3. A client/family driven mental health system
 - 28 4. Wellness focus

1 5. An integrated service experience

2 The ISRC will:

- 3 1. Assist clients in acquiring skills to progressively and successfully transition
- 4 from higher levels of care to lower levels of care.
- 5 2. Provide ongoing services to assist clients to engage in a chosen, productive
- 6 day activity, e.g., gainful employment and/or volunteer work and/or
- 7 education.
- 8 3. Assist clients to be safe and remain out of trouble with law enforcement.
- 9 4. Help clients connect and remain actively involved with their families, peers
- 10 and the community.
- 11 5. Reduce client's level of incapacity due to psychiatric symptoms.
- 12 6. Assist clients in improving their financial conditions, e.g., establishing a stable
- 13 income, obtaining health insurance, etc.
- 14 7. Increase access to and adherence with medication.
- 15 8. Decrease drug/alcohol abuse.

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19 **III. TARGET POPULATION**

20 **Enrollment Criteria:**

21 The population to be served will be transition aged residents of the Desert Region of

22 Riverside County (ages 16 through 25). The Desert Region serves areas east of

23 Moreno Valley, including all cities and all small communities found between the Pass

24 area (i.e. Beaumont and Banning) and the Arizona state line. The goal is to provide

25 accessibility to as many areas in the Desert region as possible. To be served by a Full-

26 Service Partnership (FSP) provider of RCDMH, clients must:

27

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- 1 • Be referred by a staff member of RCDMH;
- 2 • Have a severe and persistent mental illness, as diagnosed by RCDMH staff, AND
- 3 • Have demonstrated non-adherence or unsuccessful engagement with outpatient
- 4 treatment.
- 5

6 In addition, adult clients must be eligible by meeting at least one of the following criteria:

- 7 1. Have a history of multiple placements (group homes; foster care; residential
- 8 treatment, etc.);
- 9 2. Be a high-utilizer of crisis stabilization and/or inpatient services (CESU; ETS;
- 10 OCS; ITF; PHF, etc.);
- 11 3. Have at least 2 incarcerations (Juvenile Hall or jail) in the previous 12 months;
- 12 4. Currently homeless, or at risk for homelessness (e.g., pending eviction from a
- 13 rental; being forced to leave a relative's home, etc.).

14 **Number to be served:**

15 CONTRACTOR shall provide mental health treatment services to 75 clients at any one

16 point in time. Of these "point in time" cases, at least 12 clients shall be 16-19 years of

17 age.

18

19 **Exclusionary Criteria:**

20 CONTRACTOR shall assess and enroll all referrals made by the COUNTY to the ISRC

21 unless written authorization to deny enrollment is given to CONTRACTOR by the

22 RCDMH Regional Administrator or designee.

23

24 **CONTRACTOR will not serve:**

- 25 1. Clients with a history or pattern of assaultive behavior that poses a risk to the
- 26 community;
- 27 2. Clients who are on State/Federal parole;
- 28 3. Clients who are convicted sex offenders.

1 **Graduation Criteria:**

2 Clients will be discharged from the ISRC program and returned to other lower levels of
3 care (e.g., routine outpatient services) when:

- 4
- 5 1. Client has demonstrated adherence to an effective outpatient treatment plan;
 - 6 2. Client has not been psychiatrically hospitalized in the previous 6 months;
 - 7 3. Client has not been incarcerated in the previous 12 months;
 - 8 4. Client has maintained safe, affordable, and self-sufficient stable housing for at least 6
9 months;
 - 10 5. Client has established meaningful relationships and community supports sufficient to
11 maintain the Full-Service Partnership goals they have achieved; and
 - 12 6. Approved by RCDMH staff.

13

14 **IV. SERVICES TO BE PROVIDED**

15 CONTRACTOR will provide all clients with the following services:

- 16
- 17 1. Comprehensive mental health, social, physical health, substance abuse and trauma
18 assessments (including intergenerational assessments), which are strength-based,
19 focused on client engagement and are gender-and culture-specific. The ISRC agrees
20 to work with the individual and his/her family, as appropriate, to provide all
21 necessary and desired services and supports in order to assist that person/family in
22 achieving the goals identified in their plan. This includes persistent outreach to
23 engage individuals referred by Riverside County Department of Mental Health.
 - 24 2. Assist clients in developing self-directed care plans (e.g., Wellness Recovery Action
25 Plans or other similar models). Individuals will have an individualized service plan
26 that is person-centered, and that gives individuals and their families sufficient
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1 information to allow them to make informed choices about the services in which they
2 participate. Services will be based on client's recovery goals and desires, provided by
3 a team that embraces the principles of recovery and resilience.
4

5 3. Services include linkage to, or provision of, all needed services or supports as defined
6 by the client and or family in consultation with the ISRC staff. This includes the
7 capability of increasing or decreasing service intensity as needed.
8

9 4. Crisis and support services including telephonic and on-site response 24 hours a day,
10 7 days a week. These responses shall include but not be limited to: responding to
11 landlords requesting assistance for clients in crisis; providing face-to-face crisis
12 intervention in the field (e.g., board and care facilities, clients' homes, emergency
13 rooms, etc.); assisting family caretakers in de-escalating conflicts, etc. Crisis
14 responses provided 24/7 are intended to provide immediate interventions that reduce
15 negative outcomes for individuals, including unnecessary hospitalizations,
16 incarcerations and housing evictions.
17

18 5. Integrated substance abuse and mental health services through an integrated team
19 with a single individualized service plan, using evidence-based practices, as approved
20 by the COUNTY. Develop or utilize specialized housing that supports dual diagnosis
21 recovery for clients with dual disorders (i.e., sober living environments).
22

23 6. Psychiatric medication and medication support services including but not limited to
24 evaluating the need for medication, and its clinical effectiveness and side effects;
25 medication education; prescribing and administering medication; obtaining necessary
26 lab tests for medication; and drug testing for illicit substances. Provide education for
27 clients, family members, and other caregivers regarding the nature of medications,
28

1 their expected benefits and potential side effects. CONTRACTOR is responsible for
2 any medication costs or lab testing costs for indigent clients.

- 3
- 4 7. Improve access to and client adherence with physical healthcare services, including
5 collaboration with primary care providers to provide individualized, inter-
6 disciplinary, coordinated medical care.
- 7
- 8 8. Facilitate clients obtaining income and medical insurance benefits for which they are
9 eligible (SSI/SSDI, Medi-Cal, Medicare, etc.), interim assistance, and other public
10 assistance potentially available to each client. Applications for income and insurance
11 benefits will be initiated within seven (7) days of referral to the CONTRACTOR.
12 CONTRACTOR will act as the representative payee for those clients who are
13 required by Social Security to have a payee, and who have no other responsible third
14 party to fulfill this responsibility. For clients who are required to have a representative
15 payee, CONTRACTOR will provide support and treatment to assist the client in
16 acquiring the necessary skills to take control of their money as part of the FSP
17 treatment plan.
- 18
- 19
- 20 9. Conduct education and training that teaches successful community living skills (e.g.
21 medication and healthcare management, anger management, relationship skills, etc.)
22 that will contribute to improve service outcomes.
- 23
- 24 10. Improve access to transportation, including providing transportation, as needed to
25 achieve the clients' goals. Increase access to and utilization of public transportation,
26 and assist clients with the acquisition of driver's licenses.
- 27
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- 1 11. Assist clients in obtaining, and maintaining self-sufficient, safe, and affordable
2 housing stability, across a range of housing choices.
- 3
- 4 12. Coordinate services with other County mental health programs such as peer centers,
5 homeless outreach staff, mental health courts, and inpatient programs. Coordinate
6 services with other local agencies such as Probation, DPSS, law enforcement, etc.
- 7
- 8 13. Integrate services with ethnic-specific and gender-specific community-based
9 organizations. Maximize client participation with community providers and
10 organizations. Collaboration with community agencies, such as veterans' services,
11 faith-based organizations, ethnic and cultural support groups, and education systems
12 to assist clients to participate in a range of recovery and wellness activities in the
13 community.
- 14
- 15 14. Provide self-help and peer support services that increase client empowerment,
16 increase self-responsibility, increase rates of employment, and other improved
17 outcomes.
- 18
- 19 15. Provide vocational services with a commitment to competitive employment as an
20 attainable goal. Vocational services include:
- 21
- 22 a. Vocational assessment of clients' abilities, skills, aptitudes, interests, and
23 behaviors. Medical, psychological, socio-cultural factors, housing, economic and
24 ADA issues will be incorporated into the vocational assessment.
- 25
- 26 b. Providing guidance in completing an employment application, assisting with
27 effectively interviewing for employment, training to enhance work-related social
28 and communication skills, and job seeking skills.

- 1 c. Job development that identifies specific job openings appropriate for each
2 individual based on identified strengths and weaknesses, and facilitates job
3 acquisition. ISRC staff will contact potential employers, provide client advocacy
4 and facilitate a positive client-employer relationship.
5
6 d. Individualized job placement according to client preferences, strengths, and work
7 experience, with a rapid job search approach for any client expressing interest in
8 working.
9
10 e. Vocational services are provided based on client choice. No one is excluded who
11 wants to participate.
12
13 f. The goal of vocational services is competitive employment in the community (i.e.,
14 jobs that anyone can apply for) that pay at least minimum wage, and include both
15 part-time and full-time jobs.
16
17 g. Job search starts soon after a client expresses interest in working. There are no
18 requirements for completing extensive pre-employment assessment and training.

19 CONTRACTOR is required to work collaboratively with the State Department of
20 Rehabilitation (DOR) and with RCDMH to maximize DOR-funded vocational services
21 as specified in a separate MH/DOR Contractor Cooperative services grant. This includes
22 attending all required meetings, providing vocational services that meet all DOR
23 requirements, obtaining and maintaining CARF accreditation as a vendor of vocational
24 services, etc.
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- 1 16. Work collaboratively with Peer Support and Resource Centers (PSRCs) to expand
2 client involvement and participation with peer support activities, and to optimize
3 clients' recovery plans.
4

5 **V. ADDITIONAL PROGRAM REQUIREMENTS**

6 CONTRACTOR will:

- 7
- 8 1. CONTRACTOR shall utilize flexible funds to do "whatever it takes", within reason,
9 to meet the unique needs clients encounter as they work to achieve their recovery,
10 educational and vocational goals, and to maintain the individual in the community
11 and avoid institutional settings.
12
- 13 2. CONTRACTOR shall ensure services are culturally competent, and utilize the
14 community resources of the client's racial/ethnic community. Gender-specific
15 services, and services for gay/lesbian/transgender individuals must be provided.
16
- 17 3. CONTRACTOR shall develop an Advisory Board consisting of clients and family
18 members, and other interested community members, to guide the development of the
19 ISRC's and provide on-going feedback to the program.
20
- 21 4. CONTRACTOR shall develop and participate in interagency collaboration that
22 promotes shared responsibility and accountability within the local community for
23 effective outcomes for this population, including partnerships with ethnic-specific and
24 gender-specific community providers and programs. Collaboration and coordination
25 activities will be engaged in at no additional cost to the Department.
26
- 27 5. CONTRACTOR shall provide on-site consultation at RCDMH Clinics as requested
28 by RCDMH regarding TAY needs and resources available to address transition needs
of non-FSP consumers. Contractor is expected to provide outreach services to Clinic

1 outpatient programs and the consumers of these programs to facilitate access to TAY
2 and adult services as well as engage younger TAY consumers.

- 3
- 4 6. CONTRACTOR shall monitor the health and welfare of clients living in
5 residential facilities or placements (e.g., IMDs, board and care's, room and board
6 facilities, homeless shelters, foster and group homes, etc.) and document these
7 contacts in clients' charts. CONTRACTOR shall report to the RCDMH and to
8 DPSS/Community Care Licensing (as applicable) within twenty-four hours (24)
9 any conditions in these facilities that may be compromising the health and welfare
10 of clients.
- 11
- 12 7. CONTRACTOR shall provide adequate accommodations for County staff to meet
13 with clients or with clients' significant others, as requested by the County. Such
14 accommodations must allow for confidentiality, privacy, and safety.
- 15
- 16 8. CONTRACTOR shall agree to meet regularly with County staff to review
17 pending enrollments, services provided, and discharge plans for the clients
18 referred to the CONTRACTOR.

19 **VI. HOURS OF OPERATION**

20 Services will be offered 7 days a week and will include evenings. Crisis and
21 support services are available 24/7. A schedule of provided services, and clinic
22 hours of operation will be provided to the County at least monthly.

23

24 **VII. STAFFING RESPONSIBILITIES AND QUALIFICATIONS**

25 Staffing will include

- 26 1. A multi-disciplinary team consisting of both professional and paraprofessional staff
27 that includes paid consumer and family member service providers.
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- a. Consumer providers must have received mental health services or are receiving such services, and be willing to identify themselves as such when working with clients.
 - b. A family provider must be, or have been a family member or caretaker of a consumer, and be willing to identify themselves as such..
2. Wellness Partners (WP's) (aka caseload carrying staff), are identified as the single point of responsibility, and provide intensive and assertive case management made possible by a low staff-to-client ratio (maximum 1:15).
 3. WPs must be culturally competent, know the community resources of the client's racial/ethnic community, and meet Medi-Cal requirements to bill for mental health services.
 4. Staff specialized in skill-building techniques that support housing independence; assess and treat co-occurring disorders; and employment services.
 5. Peer-provided outreach, education, mentorship, support and advocacy, including teaching and supporting Wellness Recovery Action Plans (WRAP);
 6. Licensed psychiatrist and licensed nursing staff (RN, LPT, LVN), who will provide services within their scope of practice and licensure.
 7. CONTRACTOR shall hire culturally and ethnically diverse staff representing the ethnic and gender characteristics of the clients being served. CONTRACTOR staff must include bilingual (Spanish) capability for all services provided in order to effectively serve the target population.
 8. Staff responsible for billing Medi-Cal must be knowledgeable of Medi-Cal billing regulations and qualified to bill Medi-Cal.

1 9. Use of volunteers is encouraged.

2 **VIII. STAFF TRAINING**

3 Contractor shall provide staff with ongoing training and staff development in the areas of
4 mental health, substance abuse, crisis intervention, motivational interviewing and stages
5 of change, recovery values and philosophy, and client empowerment. Participation in
6 ongoing training must be documented by Contractor. Contractor shall also provide or
7 make arrangements for staff to receive training in the following areas:
8

- 9
- 10 1. An initial orientation to the program, including a description of the goals of the
11 program, review of policies and procedures, emergency procedures, and treatment
12 services.
 - 13 2. Training requirements in CPR, First Aid, Emergency/Disaster Planning, non-violent
14 crisis intervention, de-escalation of agitation and potential violence, and procedures to
15 protect both staff and the clients from violent behavior.
 - 16 3. Cultural competency in serving clients from diverse ethnic and cultural backgrounds
17 including age, gender, sexual orientation, physical disabilities and client cultures.
18

19 **IX. CLIENT OUTCOMES DOCUMENTATION AND REPORTING**

20 During the performance of this Agreement, the CONTRACTOR shall submit MHSA
21 Full Service Partnerships (FSP) Data Collection and Reporting (DCR) data to the
22 COUNTY for the purpose of measuring individual-level performance outcomes. All
23 FSP data shall be submitted in electronic form. The CONTRACTOR shall ensure that
24 the staff responsible for transmitting this data is trained in data collection procedure.
25 This training will be provided by the COUNTY.

26

27 The requirements referred to in this section do not preclude the COUNTY from requiring
28

1 the CONTRACTOR to report any other additional performance outcomes required by
2 law or regulation. The renewal of this contract between the COUNTY and
3 CONTRACTOR is contingent upon CONTRACTOR's ability to meet or exceed the
4 below Performance Outcomes. It is also understood that the COUNTY reserves the right
5 to modify these Performance Outcomes to meet the needs of a third-party payer.
6

7 **1. Documenting Referrals and Open Episodes:**

8 CONTRACTOR will document, in a format approved by the COUNTY, receipt of
9 referrals to the FSP within 24 hours of receiving the referral. Referred clients will have an
10 episode opened in the CONTRACTOR'S RU # within 24 hours of receipt of the referral.
11 CONTRACTOR will distribute electronically a daily census showing the status in the
12 FSP (referred, opened, enrolled). Clients not successfully enrolled to the RU# will be
13 closed in the RU # and referred back to the COUNTY as unsuccessfully engaged by the
14 FSP, following the approval of the RCDMH Program Monitor to terminate engagement
15 efforts.
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18 **2. Initial Enrollment Data:**

19 Upon enrollment, the CONTRACTOR shall collect data as soon as it begins providing
20 services to FSP clients, including, but not limited to; general administrative data;
21 residential status; legal issues/status; health status; substance abuse issues; assessment
22 of daily living functions where appropriate; and all interventions, including emergency
23 intervention. This data shall be transmitted to the COUNTY as soon as possible, and
24 no later than 60 (sixty) days after the commencement of services.
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1 **3. Quarterly Assessments:**

2 Every three months, the CONTRACTOR shall conduct a quarterly assessment of
3 each individual and submit FSP data to the COUNTY within sixty (60) days of
4 collecting the data. This data shall include, but is not limited to: general
5 administrative data; educational status; financial status; legal issues/status; health
6 status; substance abuse issues; and assessment of daily living functions where
7 appropriate.
8

9 **4. Changes in Key Events:**

10 The CONTRACTOR shall submit data to the COUNTY as soon as possible, but no
11 later than 60 (sixty) days after an FSP client experiences a change in a key event,
12 such as a change in educational status, employment or financial status, legal status, or
13 residential status, including hospitalization or incarceration; or following an
14 emergency intervention. Data submitted shall include, but is not limited to the
15 following: general administrative data; residence; educational status; employment
16 status; legal issues/status; and a description of any and all interventions, including
17 emergency intervention.
18

- 19 a. Twice annually, during two-week survey periods designated by the COUNTY,
20 the CONTRACTOR shall collect consumer perception data from clients served by
21 the ISRC. The data to be collected includes, but is not limited to, the client's
22 perceptions of the quality and results of services provided by CONTRACTOR.
23 The survey data shall be submitted to the COUNTY within the time frame
24 determined by the COUNTY'S Research and Quality Improvement program.
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1 b. The CONTRACTOR shall provide other information required by COUNTY,
2 State or federal law.

3 c. All data submitted shall be full and complete.
4

5 The CONTRACTOR shall make diligent efforts to minimize errors in data reported.

6 **5. Adverse Incidents:**

7 Additionally, the CONTRACTOR shall report to the COUNTY any adverse incidents.

8 Reportable adverse incidents include:

9 a. Physical injury to any client or clinic visitor requiring medical attention.

10 b. Suicide or suicide attempts

11 c. Homicide.

12 d. Significant injury caused by physical assault/battery by client upon another.

13 e. Significant injury caused by physical assaults on clients, or visitors.

14 f. Significant injury to client while at the program.

15 g. Death of client.

16 h. State Licensing Reports

17 i. Major damage to COUNTY property
18

19 In addition to adverse incidents, the CONTRACTOR will report to the Program Monitor high
20 profile incidents that will likely result in inquiries to the Department of Mental Health from the
21 State DMH, other County Agencies (Board of Supervisors, DPSS), the press or other community
22 stakeholders.

23 COUNTY staff shall have access to all clinical records and files as needed. CONTRACTOR
24 adverse incident reports shall be made verbally within one hour of the incident to the COUNTY
25 Program Monitor. The CONTRACTOR shall submit a written report to the COUNTY Program
26 Monitor within 48 Hours. CONTRACTOR must notify Patients Rights office in cases involving
27 client abuse. The CONTRACTOR will provide the COUNTY with a copy of all reports
28 submitted to other agencies including other County departments, licensing agencies and law
 enforcement within 24 hours of the report.

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X. MANAGEMENT INFORMATION SYSTEM

CONTRACTOR will purchase PC equipment using start-up funds and will designate a minimum of two PCs for access to the county's Data Collection System and Imagenet systems. CONTRACTOR may be required to enter data regarding client identification, financial status, demographics, episode openings and closings, and services provided into the Data Collection system. COUNTY will provide Initial training and consultation of the required network access method into the COUNTY's MIS systems and in the standard set-up and configuration of the PC equipment. CONTRACTOR shall provide sufficient number and competency of staff to enter data as instructed, within the timeframes given. CONTRACTOR is responsible for accuracy and self-monitoring using Data Collection system reporting tools. The COUNTY requires accurate, complete and timely entry of all data as a condition of the contract.

TRANSITION AGE YOUTH INTEGRATED SERVICE RECOVERY CENTER

DESERT REGION

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: OASIS REHABILITATION CENTER, INC.

CONTRACT #: 4100202208-74750

A. PERIOD OF PERFORMANCE:

July 1, 2010 to June 30, 2011.

B. MONTHLY REIMBURSEMENT:

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive monthly reimbursement based upon the unit rate as specified in the Schedule I and actual units provided, less revenue collected, not to exceed the total amount of unit rate services under RU # 33HWFT.
2. In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall also receive monthly reimbursement for Flexible Funding Expenditures based on the Schedule I Flexible Funding categories. Reimbursement shall be based on actual cost of items purchased to support and address the individual needs of the client, and when appropriate the client's family, in order to advance the client's goals and achieve outcomes that support the client's recovery, wellness and resilience. Typical expenses covered shall be clothing, personal care items, food, supplies and equipment to support the individual's social, educational and vocational goals. Actual costs of Flexible Funding items shall be separately invoiced by category as listed in the "MHSA FSP Expenditure Codes and Descriptions". Indigent Prescription

1 costs, Health Maintenance Costs and Flexible Funding shall be reimbursed
2 monthly based on actual costs incurred, not to exceed the funding amounts in
3 Schedule I.

- 4 3. Reimbursement for services shall be paid up to the maximum amounts in the
5 Schedule I for FY 2010/2011 and not exceed the maximum obligation of the
6 COUNTY as specified herein. The Schedule I for FY 2010/2011 is attached
7 hereto and incorporated herein by this reference.

8 **C. MAXIMUM OBLIGATION: FY 2010/2011**

9 COUNTY'S maximum obligation for fiscal year 2010/2011 shall be \$1,088,000
10 subject to availability of Federal, State, and local funds. The Schedule I attached herein
11 specifies funding for Contract Client Services, Prescription Costs, Health Maintenance
12 Costs and Flexible Funding.

13 **D. BUDGET:**

14 Schedule I presents the budgetary details pursuant to this Agreement. Schedule I
15 contains the reporting unit (RU's) numbers, mode(s) of service, the service functions,
16 units, revenues received, maximum obligation and source of funding pursuant to this
17 Agreement. Schedule I will also delineate the Prescription Costs, Health Maintenance
18 Costs and Flexible Funding amount for FY 2010/2011.

19 **E. DEPARTMENT OF REHABILITATION:**

20 Vocational services are to be rendered to the TAY population under this agreement.

21 In the month Department of Rehabilitation reimbursement is received,
22 CONTRACTOR shall notify the Department of Mental Health.

23 **F. PAYMENT:**

- 24 1. Monthly reimbursements may be withheld at the discretion of the Director or
25 designee due to material contract non-compliance, including audit
26 disallowances and/or adjustments or disallowances resulting from the
27 COUNTY Contract Monitoring Review (CMT), the Annual Program
28 Monitoring and/or the Cost Report Reconciliation/Settlement process.

- 1 2. In addition to the CMT, Annual Progress Monitoring, and Cost Report
2 Reconciliation/Settlement processes, the COUNTY reserves the right to
3 perform periodic service deletes and denial monitoring for this agreement
4 throughout the fiscal year in order to minimize and/or potentially prevent
5 COUNTY and CONTRACTOR loss. The COUNTY, at its discretion, may
6 withhold and/or offset invoices and/or monthly reimbursement to
7 CONTRACTOR, at any time without prior notification to CONTRACTOR,
8 for service deletes and denials that may occur in association with this
9 agreement. COUNTY shall notify CONTRACTOR of any such instances of
10 service deletes and denials and subsequent withholds and/or reductions to
11 CONTRACTOR invoices or monthly reimbursements.
- 12 3. Notwithstanding the provisions of Paragraph F-1 and F-2 above,
13 CONTRACTOR shall be paid in arrears. CONTRACTOR will submit a claim
14 on their organization's stationery, which must include at a minimum the
15 CONTRACTOR's name, invoice mailing address and telephone number, and
16 attach the applicable COUNTY specified Data Collection System Report
17 (currently the Final MH 952 Summary) and a signed "Certification of Claims
18 and Program Integrity" form (PIF). The summary page of the monthly, final
19 applicable Data Collection System Report (currently the final MH 952) and the
20 PIF form must be attached to the CONTRACTOR invoice. Failure to attach the
21 monthly, final summary page of the applicable Data Collection System Report,
22 the Certification of Claims and the signed PIF, will delay payment to the
23 CONTRACTOR until the required documents are provided. The claim must be
24 approved and signed by the Director or an authorized designee of the
25 CONTRACTOR. Monthly claims shall be submitted to the appropriate Program
26 or Regional Manager of the COUNTY'S Department of Mental Health, no later
27 than the tenth (10th) working day of each month.
- 28

- 1 4. Short-Doyle/Medi-Cal billings shall be processed by the COUNTY and
2 CONTRACTOR shall provide the COUNTY with all information
3 necessary for the preparation and audit of such billings.
- 4 5. Contract will submit a monthly report and invoice for payment, and a
5 quarterly report to COUNTY program with invoice describing outcomes,
6 progress updates and services delivered based on the contract's Exhibit A,
7 "Scope of Services".
- 8 6. Unless otherwise notified by the COUNTY, CONTRACTOR
9 invoicing will be paid by the COUNTY thirty (30) calendar days after
10 the date the invoice is received by the applicable COUNTY
11 Program/Region.
- 12 7. In addition, CONTRACTOR shall receive monthly reimbursement based on
13 Actual Costs of Prescriptions, Health Maintenance Costs and Flex Funding,
14 and shall invoice according to Section B1 and B2 above.
- 15 8. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will
16 be paid by the COUNTY thirty (30) calendar days after the date the invoice
17 is received by the applicable COUNTY Program/Region.

18 **G. SHORT-DOYLE/MEDI-CAL:**

- 19 1. With respect to services provided to Medi-Cal beneficiaries, CONTRACTOR
20 shall comply with applicable Medi-Cal cost containment principles as specified
21 in Title 19 of the Social Security Act, Title 22 of the California Code of
22 Regulations and policy letters issued by the State Department of Mental Health.
- 23 2. The Short/Doyle Medi-Cal reimbursement is composed of Local Matching
24 Funds and Federal Financial Participation (FFP).

25 **H. REVENUES:**

- 26 1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the Welfare &
27 Institutions Code, and as further contained in the State Department of Mental
28 Health Revenue Manual, Section I, CONTRACTOR shall collect revenues for

1 the provision of the services described pursuant to Exhibit A. Such revenues
2 may include but are not limited to, fees for services, private contributions,
3 grants or other funds. All revenues received by CONTRACTOR shall be
4 reported in their annual Cost Report, and shall be used to offset gross cost.

- 5 2. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance,
6 Medicare or other third party benefits shall be determined by the
7 CONTRACTOR. CONTRACTOR shall pursue payment from all potential
8 sources in sequential order, with Short/Doyle Medi-Cal as payor of last resort.
9 CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare
10 certified), then insurance and then first party.
- 11 3. If a client has both Medicare or insurance and Medi-Cal coverage, a copy of
12 the Medicare or insurance Explanation of Benefits (EOB) must be provided to
13 the COUNTY within 30 days of receipt.
- 14 4. CONTRACTOR is obligated to collect from the client any Medicare co-
15 insurance and/or deductible if the site is Medicare certified, and to collect and
16 clear with the State any Medi-Cal Share of Cost. Patients/clients with share of
17 cost Medi-Cal shall be charged their monthly Medi-Cal share of cost in lieu of
18 their annual liability. Medicare clients will be responsible for any co-insurance
19 and/or deductible for services rendered at Medicare certified sites.
- 20 5. All other clients will be subject to an annual sliding fee schedule by
21 CONTRACTOR for services rendered, based on the patient's/client's ability to
22 pay, not to exceed the CONTRACTOR'S actual charges for the services
23 provided. In accordance with the State Department of Mental Health's
24 Uniform Method of Determining Ability to Pay (UMDAP) Manual,
25 CONTRACTOR shall not be penalized for non-collection of revenues provided
26 that reasonable and diligent attempts are made by the CONTRACTOR to
27 collect these revenues. Past due patient/client accounts may not be referred to
28

1 private collection agencies. No patient/client shall be denied services due to
2 inability to pay.

3 6. CONTRACTOR shall submit to COUNTY, with signed contract, a copy of
4 CONTRACTOR'S published charges.

5 7. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays) above
6 and beyond the Contracted Schedule I rate, the CONTRACTOR must notify the
7 COUNTY within ten (10) days of signing the AGREEMENT.

8 8. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client
9 fees. Notification must be made within ten (10) days following any fee increase

10 **I. REALLOCATION OF FUNDS:**

11 1. No funds allocated for any Mode of Service (including Flex Funding,
12 Prescriptions and Health Maintenance Funding) as designated in Schedule I
13 may be reallocated to another Mode of Service (including Flex Funding,
14 Prescriptions and Health Maintenance Funding), unless written approval is
15 given by the Program Manager prior to either the end of the Contract Period of
16 Performance or the end the Fiscal year (June 30th). Approval shall not exceed
17 the maximum obligation.

18 2. In addition, CONTRACTOR may not, under any circumstances and without
19 prior approval and/or written consent from the Program Manager and
20 confirmed by the Supervisor of the COUNTY Fiscal Unit, reallocate funds,
21 between non-billable and billable mode and service functions and/or procedure
22 codes as designed in the Schedule I that are defined as non-billable by the
23 COUNTY, State or Federal governments from or to funds, services, mode of
24 services and/or procedure codes that are defined as billable by the COUNTY,
25 State or Federal governments.

26 3. If this Agreement includes more than one Exhibit C, shifting of funds from one
27 Exhibit C to another is also prohibited without prior, written consent and
28

1 approval from the Program Manager prior to the end of either the Contract
2 Period of Performance or Fiscal year.

3 **J. RECOGNITION OF FINANCIAL SUPPORT:**

4 CONTRACTOR'S stationery/letterhead shall indicate that funding for the program is
5 provided in whole or in part by the COUNTY of Riverside Department of Mental Health.

6 **K. COST REPORT:**

- 7 1. For each fiscal year, or portion thereof, that this Agreement is in effect,
8 CONTRACTOR shall provide to COUNTY two (2) copies per each Reporting
9 Unit (RU) number, an annual Cost Report with an accompanying financial
10 statement and applicable supporting documentation to reconcile to the Cost
11 Report within forty-six (46) calendar days following the end of each fiscal year
12 (June 30), or the expiration or termination of the contract, which ever occurs
13 first. The Cost Report shall detail the actual cost of services provided to
14 include staff time accounting. The Cost Report shall be provided in the format
15 and on forms provided by the COUNTY. Final payment to CONTRACTOR
16 shall not be made by COUNTY until the final current and prior year Cost
17 Report(s) have been reconciled, settled and signed by CONTRACTOR and
18 received and approved by the COUNTY.
- 19 2. CONTRACTOR shall use OMB-circular A-122 to formulate proper cost
20 allocation methods to distribute cost between COUNTY and non-COUNTY
21 programs.
- 22 3. CONTRACTOR is required to send one representative to the cost report
23 training annually held by COUNTY regarding preparation of the year-end Cost
24 Report. The COUNTY will notify CONTRACTOR of the date(s) and time(s)
25 of the training. Attendance at the training is necessary annually in order to
26 ensure that the Cost Reports are completed appropriately. Failure to attend this
27 training may result in delay of payment.
- 28

- 1 4. CONTRACTOR will be notified in writing by COUNTY, if the Cost Report
2 has not been received within forty-six (46) calendar days after the end of the
3 COUNTY Fiscal year. If the Cost Report is not postmarked in the forty-six
4 (46) calendar day time frame, future monthly reimbursements will be withheld
5 until the COUNTY is in possession of a completed cost report. Future monthly
6 reimbursements will be withheld if the Cost Report contains errors which are
7 not corrected within ten (10) calendar days of written or verbal notification
8 from the COUNTY. Failure to meet any pre-approved deadlines extension will
9 immediately result in the withholding of future monthly reimbursements.
- 10 5. The Cost Report shall serve as the basis for year-end settlement to
11 CONTRACTOR including a reconciliation and adjustment of all payments
12 made to CONTRACTOR and all revenue received by CONTRACTOR. Any
13 payments made in excess of Cost Report settlement shall be repaid upon
14 demand, or will be deducted from the next payment to CONTRACTOR.
- 15 6. All current and/or future contract service payments to CONTRACTOR will be
16 withheld by the COUNTY until the final current and prior year Cost Report(s)
17 have been reconciled, settled and signed by CONTRACTOR, and received
18 and approved by the COUNTY.

19 **L. COST REPORT SETTLEMENT:**

- 20 1. The final year-end settlement for non Medi-Cal services shall be based on the
21 Actual Cost, multiplied by the actual number of units, less revenue collected.
22 The final year-end settlement for Medi-Cal services shall be based on final
23 State approved Medi-Cal units, multiplied by the actual allowable cost per
24 unit of services provided, the State Maximum Allowance (SMA) rate, state
25 approved Short Doyle/Medi-Cal (SD/MC) rate or customary charges,
26 whichever is lower, less revenue collected. The combined final year-end
27 settlement for Medi-Cal and non Medi-Cal services shall not exceed the
28

1 maximum obligation of the COUTY as specified herein, and the applicable
2 maximum reimbursement rates promulgated each year by the State.

- 3 2. CONTRACTOR shall report Actual Costs separately, if deemed applicable and
4 as per CONTRACTOR Schedule I, to provide Contract Client Services,
5 Prescriptions, Health Maintenance Costs and Flexible Funding costs under this
6 agreement on the annual cost report. Where deemed applicable, Actual Costs
7 for Indirect Administrative Expenses shall not exceed the amount of the
8 percentage of costs as submitted in the CONTRACT Request for Proposal or
9 Cost Proposal(s). Final year - end settlements for Indirect Administrative
10 Expenses, includes Centralized Management Services and Operating Income.
11 Centralized Management Service settlement shall not exceed 8% of Actual
12 Costs of Contract Client Services, Prescriptions, Health Maintenance Costs and
13 Flexible Funding. Operating Income settlement shall not exceed 5% of Actual
14 Costs of Contract Client Services, Prescriptions, Health Maintenance Costs and
15 Flexible Funding. Final year-end settlements shall not exceed the Contract
16 Maximum Obligation, less revenue, less payments received, up to Maximum
17 Obligation as stated in Section C above.

18 **M. BANKRUPTCY:**

19 Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall notify
20 County's Department of Mental Health's Fiscal Services Unit, by certified letter
21 with a carbon copy to the Department of Mental Health's Program Support Unit, in
22 writing of such. The CONTRACTOR shall submit a properly prepared Cost Report
23 in accordance with the requirements and deadlines set forth in Section K before final
24 payment is made.

25 **N. FURNISHINGS AND EQUIPMENT:**

26 **1. APPROVAL FOR PURCHASE**

27 Any equipment or furnishings are required to be approved by the COUNTY in
28 writing prior to purchase. Any equipment or furnishings not approved by the

1 COUNTY prior to purchase shall not be reimbursed to the CONTRACTOR by
2 the COUNTY either as a start up or operating cost at any time.

3
4 **2. OWNERSHIP**

5 Equipment and furnishings purchased through this Agreement are the property
6 of the COUNTY. Procedures provided by the COUNTY for the acquisition,
7 inventory, control and disposition of the equipment and the acquisition and
8 payment for administrative services to such equipment (e.g. office machine
9 repair) are to be followed. Equipment and supplies purchased with COUNTY
10 funds for individual clients will become the property of the client.
11

12
13 **3. INVENTORY**

14 CONTRACTOR shall maintain an internal inventory control system that will
15 provide accountability for equipment and furnishings purchased through this
16 Agreement, regardless of cost. The inventory control system shall record at a
17 minimum the following information when property is acquired: date acquired;
18 property description (to include model number); property identification number
19 (serial number); cost or other basis of valuation; funding source; and rate of
20 depreciation or depreciation schedule, if applicable. An updated inventory list
21 shall be provided to the COUNTY on a semi-annual basis, and filed with the
22 Annual Cost Report. Once the COUNTY is in receipt of this list, COUNTY
23 inventory tags will be issued to the CONTRACTOR, and are to be attached to
24 the item as directed.
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28 **4. DISPOSAL**

1 Approval must be obtained from the COUNTY prior to the disposal of any
2 property purchased with funds from this Agreement, regardless of the
3 acquisition value. Disposal (which includes sale, trade-in, discard, or transfer
4 to another agency or program) shall not occur until approval is received in
5 writing from the COUNTY.
6

7 **5. CAPITAL ASSETS:**

- 8 a. Capital assets are tangible or intangible assets that benefit an agency more
9 than a single fiscal year. For capital assets approved for purchase by the
10 COUNTY, allowable and non-allowable cost information and depreciation
11 requirements can be found in the Center for Medicare and Medicaid
12 Services (CMS) Publication 15, Provider Reimbursement Manual (PRM)
13 Parts I & II. It is the CONTRACTOR'S responsibility to ensure
14 compliance with these requirements.
- 15 b. Any capital asset that was acquired or improved in whole or in part with
16 funds disbursed under this Agreement, or under any previous Agreement
17 between COUNTY and CONTRACTOR, shall either be, at the election of
18 the COUNTY as determined by the Director or designee: (1) transferred
19 to the COUNTY including all title and legal ownership rights; or (2)
20 disposed of and proceeds paid to COUNTY in a manner that results in
21 COUNTY being reimbursed in the amount of the current fair market value
22 of the real or personal property less any portion of the current value
23 attributable to CONTRACTOR'S out of pocket expenditures using non-
24 county funds for acquisition of, or improvement to, such real or personal
25 property and less any direct and reasonable costs of disposition.

26 **O. AUDITS:**

- 27 1. CONTRACTOR agrees that any duly authorized representative of the Federal
28 Government, the State or COUNTY shall have the right to audit, inspect,

1 excerpt, copy or transcribe any pertinent records and documentation relating
2 to this Agreement or previous Agreements in previous years.

- 3
- 4 2. If this contract is terminated in accordance with Section XXIX,
5 TERMINATION PROVISIONS, COUNTY, Federal and/or State
6 governments may conduct a final audit of the CONTRACTOR. Final
7 reimbursement to CONTRACTOR by COUNTY shall not be made until all
8 audit results are known and all accounts are reconciled. Revenue collected by
9 CONTRACTOR during this period for services provided under the terms of
10 this Agreement will be regarded as revenue received and deducted as such
11 from the final reimbursement claim.
- 12 3. Any audit exception resulting from an audit conducted by any duly authorized
13 representative of the Federal Government, the State or COUNTY shall be the
14 responsibility of the CONTRACTOR. Any audit disallowance adjustments
15 may be paid in full upon demand or withheld at the discretion of the Director
16 of Mental Health against amounts due under this Agreement or Agreements(s)
17 in subsequent years.
- 18 4. The COUNTY will conduct an Annual Program Monitoring Review and/or
19 Contract Monitoring Review (CMT). Upon completion of monitoring,
20 CONTRACTOR will be mailed a report summarizing the results of the site
21 visit. A corrective Plan of Action will be submitted by CONTRACTOR
22 within thirty (30) calendar days of receipt of the report. CONTRACTOR'S
23 failure to respond within thirty (30) calendar days will result in withholding of
24 payment until the corrective plan of action is received. CONTRACTOR'S
25 response shall identify time frames for implementing the corrective action.
26 Failure to provide adequate response or documentation for this or previous
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1 year's Agreements may result in contract payment withholding and/or a
2 disallowance to be paid in full upon demand.

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4 **P. DATA ENTRY:**

5 1. CONTRACTOR understands that as the COUNTY upgrades its current Data
6 Collection System to comply with Federal, State and /or local funding and
7 service delivery requirements; CONTRACTOR will, therefore, be responsible
8 for attending and receiving COUNTY training associated with, but not limited
9 to, applicable service data entry, billing and invoicing, and learning how to
10 appropriately and successfully utilize and/or operate the current and/or
11 upgraded Data Collection System as specified for use by the COUNTY under
12 this agreement. The COUNTY will notify the CONTRACTOR when such
13 training is required and available. In the event the COUNTY'S specified Data
14 Collection System changes prior to a new fiscal year, COUNTY shall notify
15 CONTRACTOR and provide immediate instructions and make subsequent
16 arrangements to facilitate such a change.
17

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19 2. CONTRACTOR is required to enter all units of services into the COUNTYS
20 specified Data Collection System for the prior month no later than 5:00p.m.
21 on the fifth (5th) working day of the current month. Late entry of services into
22 the COUNTYS specified Data Collection System may result in financial
23 and/or service disallowances to the CONTRACTOR.
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Rev. 5/20/10

Provider Name	RU	Mode	Procedure Description	Mode	SFC			RATES
			= Medi-Cal Billable					
				SPUDS		STATE	STATE	
Oasis MHSA FSP TAY ISRC-Desert	33HWFT					MODE	SFC	
			GROUP 1					
		520	Case Management Brokerage	15	01	15	01	\$2.02/min
		590	Case Management Family	15	01	15	01	\$2.02/min
			GROUP 1 A					
		529	Case Mgmt Brokage Non Billable	15	01	15	01	\$2.02/min
			GROUP 2					
		310	Assessment Individual	15	30	15	10	\$2.61/min
		319	Assessment Nonbillable	15	30	15	10	\$2.61/min
		330	Psychological Testing	15	30	15	10	\$2.61/min
		360	Rehabilitation Service	15	45	15	10	\$2.61/min
		363	Group Rehabilitation Service	15	45	15	10	\$2.61/min
		410	Family Collateral	15	10	15	10	\$2.61/min
		420	Non-Family Collateral	15	10	15	10	\$2.61/min
		416	Family Therapy with Client	15	40	15	10	\$2.61/min
		426	Non-Family Therapy with Client	15	40	15	10	\$2.61/min
		438	Individual Therapy (1-19 min)	15	40	15	10	\$2.61/min
		440	Individual Therapy	15	40	15	10	\$2.61/min
		470	Group	15	50	15	10	\$2.61/min
		477	COD Group	15	50	15	10	\$2.61/min
			GROUP 3					
		340	Assessment E&M-New Patient	15	60	15	60	\$4.82/min
		342	Assessment E&M- Est Patient	15	60	15	60	\$4.82/min
		450	Medication Therapeutic	15	60	15	60	\$4.82/min
		460	Medications MD	15	60	15	60	\$4.82/min
		465	Meds MD Non Face-to-Face	15	60	15	60	\$4.82/min
		469	Missed Medication Visit	15	60	15	60	\$4.82/min
			GROUP 4					
		398	Crisis Intervention (1-19 min)	15	70	15	70	\$3.88/min
		400	Crisis Intervention	15	70	15	70	\$3.88/min
			GROUP 5					
		599	Direct Service Outreach	60	50	45	10	r
Depart. of Rehab Schedule I- Assessment								
Oasis MHSA FSP TAY Voc Assess	33HWF1	300	No Show/Cancel	15	00			\$0.00
Oasis MHSA FSP TAY PVSA	33HWF2	400	Crisis Intervention	15	70	15	70	\$0.00
Oasis MHSA FSP TAY Voc Emp	33HWF3	410	Family Collateral	15	10	15	10	\$0.00
		420	Non-Family Collateral	15	10	15	10	\$0.00
		440	Individual Therapy	15	40	15	10	\$0.00
		470	Group	15	50	15	10	\$0.00
		485	Vocational Intake	15	30	15	10	\$0.00
		487	Supported Education	15	30	15	10	\$0.00
		488	Community Employer Contact	15	30	15	10	\$0.00
		489	Job Development	15	30	15	10	\$0.00
		615	Contract Administration	45	00			\$0.00
		619	Mental Health Outreach	45	10			\$0.00
		707	General Admin-staff meetings	45	00			\$0.00
		708	Paid time off	45	21			\$0.00
		709	Vocational Indirect Services	45	21	45	20	\$0.00
		760	General Training	45	00			\$0.00

**FY 2010/2011
AGREEMENT RENEWAL
BETWEEN
COUNTY OF RIVERSIDE AND
VICTOR COMMUNITY SUPPORT SERVICES, INC (TAY ISRC-MID-COUNTY)**

That certain agreement between the County of Riverside (COUNTY) and Victor Community Support Services, Inc.(CONTRACTOR) originally approved by the Riverside County Purchasing Agent on March 13, 2009 for FY 2008/2009; amended for the first time by the Board of Supervisors on April 29, 2008, Agenda Item 3.20 for FY 2008/2009 through FY 2009/2010; is hereby renewed again for FY 2010/2011, effective July 1, 2010 and shall continue to June 30, 2011.

That certain agreement is modified as follows:

1. Section VI-ADMINISTRATIVE CHANGE STATUS is modified as follows:

Add lettering system to paragraphs and current paragraph now becomes paragraph "a".

Add subparagraph "b." as follows:

"b. CONTRACTOR is responsible for providing to the COUNTY, annually, at the beginning of each fiscal year and upon execution of the CONTRACTOR'S agreement, emergency and/or after hour contact information for the CONTRACTOR'S organization. CONTRACTOR emergency and/or after hour contact information shall include, but is not limited to, first and last name of emergency and/or after hour contact, telephone number, cellular phone number, and applicable address(s). CONTRACTOR shall provide this information to the COUNTY at the same time the CONTRACTOR provides the COUNTY with annual insurance renewals and/or changes to insurance coverage."

Add subparagraph "c" as follows:

"c. CONTRACTOR shall be responsible for updating this information, immediately and in writing, when changes in CONTRACTOR'S emergency and/or after hour contact information occurs during the fiscal year or prior to the end of the fiscal year. Written CONTRACTOR updates of this information shall be provided to the COUNTY in accordance with Section XXXIII-Notices of this agreement."

2. Section XVI-REPORTS is modified as follows:

Delete existing paragraph "B." and replace with the new paragraph "B." as follows:

1 "B. CONTRACTOR shall provide the COUNTY with applicable reporting documentation as
2 specified and/or required by the COUNTY, State Department of Mental Health and Federal
3 guidelines. COUNTY may provide additional instructions on reporting requirements."

4 3. Section XX-STAFFING is modified as follows:

5 Add paragraph "H." as follows:

6 "H. CONTRACTOR shall follow all Federal, State and County policies, laws and regulations
7 regarding Staffing and/or Employee compensation. CONTRACTOR shall not pay or compensate
8 any of its Staff, Personnel or Employees by means of cash. All payments or compensation made
9 to CONTRACTOR Staff, Personnel and/or Employees in association with the fulfillment of this
10 agreement shall be made by means of Staff, Personnel and/or Employee Certified Payroll only.

11 4. Section XXI-CULTURAL COMPENTENCY

12 Add new subparagraph "4." to paragraph A. as follows:

13 "4. CONTRACTOR agrees to comply with the COUNTY'S Cultural Competency Plan as set
14 forth in the Board of Supervisors approved Cultural Competency Plan. The Cultural Competency
15 Plan may be obtained from the COUNTY'S website at www.mentalhealth.co.riverside.us or by
16 contacting the COUNTY'S Cultural Competency Manager or designee upon written request via
17 certified mail or facsimile to:

18 Riverside County Department of Mental Health Cultural Competency Program

19 P.O. Box 7549

20 Riverside, California 92513

21 Attention: Cultural Competency Manager

22 Fax: 951-358-4792"

23 Add new subparagraph "5." to paragraph A. as follows:

24 "5. CONTRACTOR agrees to meet with COUNTY'S Cultural Competency Program Manager, as
25 needed by the CONTRACTOR and as coordinated by the COUNTY, to determine and implement
26 cultural competency activities that shall include, but is not limited to, compliance with the
27 cultural competency requirements outlined in Section XXI of this agreement."
28

1 Add new subparagraph "6." to paragraph A. as follows:

2 "6. COUNTY will provide technical assistance to CONTRACTOR in the areas of cultural
3 competency as needed and requested by CONTRACTOR."

4 Add new subparagraph "7." to paragraph A. as follows:

5 "7. CONTRACTOR will be responsible for participating in cultural competency trainings as
6 required by the COUNTY'S Cultural Competency Plan. The following is a partial list of annual
7 cultural competency trainings and topics that may be available through the COUNTY to assist
8 CONTRACTORS with meeting training requirements, though capacity will be limited: Cultural
9 Formulation; Multicultural Knowledge; Cultural Sensitivity; Cultural Awareness; Social/Cultural
10 Diversity; Mental Health Interpreter Training; Training Staff in the use of Mental Health
11 Interpreters; Training in the Use of Interpreters in the Mental Health Setting. In order to attend
12 the COUNTY offered trainings, CONTRACTOR must contact the Cultural Competency Manager
13 at the contact information location in subparagraph 1 of paragraph A. in Section XXI-
14 CULTURAL COMPENTENCY."

15 Add subparagraph "8." to paragraph A. as follows:

16 "8. CONTRACTOR will be responsible for reporting back to the COUNTY, annually in writing,
17 all cultural competency related trainings that staff members have taken. The following format is
18 recommended:

19

Name of Training Event	Description of Training	How long and how often attended	Attendance by Service Function	No. of Attendees and Total	Date of Training	Name of Presenter
Example: Cultural Competence Introduction	Overview of cultural competence issues in mental health treatment settings.	Four hours annually	*Direct Services *Direct Services Contractors *Administration *Interpreters	15 20 4 2 Total: 41	1/21/10	John Doe

20
21
22
23
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25

26 CONTRACTOR training information shall be submitted via facsimile to 951-358-4792 to the
27 attention of the COUNTY Cultural Competency Program Manager on or before June 30 of each
28 fiscal year."

1 Add subparagraph "9." to paragraph A. as follows:

2 "9. CONTRACTOR is responsible for notifying the COUNTY Cultural Competency Program
3 Manager in writing if the June 30th deadline can not be met. CONTRACTOR will be responsible
4 for requesting an extension from the COUNTY'S Cultural Competency Program Manager. All
5 requests for extensions must be put in writing and mailed or faxed to the COUNTY'S Cultural
6 Competency Program Manager at the contact information listed herein."

7 5. Section XXIX-TERMINATION PROVISIONS: is modified as follows:

8 Re-letter paragraph "I" to read paragraph "J".

9 Add a new paragraph "I" as follows:

10 "I. In instances where the CONTRACTOR agreement is terminated and/or allowed to expire by
11 the COUNTY and not renewed for a subsequent fiscal year, COUNTY reserves the right to enter
12 into settlement talks with the CONTRACTOR in order to resolve any remaining and/or
13 outstanding contractual issues, including but not limited to, financials, services, billing, cost
14 report, etc. In such instances of settlement and/or litigation, CONTRACTOR will be solely
15 responsible for associated costs for their organizations legal process pertaining to these matters
16 including, but not limited to, legal fees, documentation copies, and legal representatives.
17 CONTRACTOR further understands that if settlement agreements are entered into in association
18 with this agreement, the COUNTY reserves the right to collect interest on any outstanding
19 amount that is owed by the CONTRACTOR back to the COUNTY at a rate of no less than 5% of
20 the balance."

21 6. Rescind the previous Exhibit A in its entirety and replace it with the new, attached Exhibit A for
22 FY 2010/2011

23 7. Rescind the previous Exhibit C in its entirety and replace it with the new, attached Exhibit C in
24 which the COUNTY'S Maximum Obligation to the CONTRACTOR shall remain the same at
25 \$1,170,000 for FY 2010/2011.

26 8. Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I for
27 FY 2010/2011.
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All other provisions of this entire Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this amendment.

COUNTY ADDRESS:

County of Riverside
Board of Supervisors
4080 Lemon Street, 5th Floor
Riverside, CA 92501

INFORMATION COPY:

County of Riverside
Department of Mental Health
P.O. Box 7549
Riverside, CA 92503-7549

CONTRACTOR: VCSS, Inc.

COUNTY OF RIVERSIDE:

Signed: *Marion Ashley*

Signed: _____
Marion Ashley, Chairman
Riverside County Board of Supervisors

Date: 6-16-10

Title: Executive Director, Admin. Svcs.
Address:
2561 California Park Drive
Chico, CA 95928

Date: _____

COUNTY COUNSEL:

Attested by: _____
Kecia Harper-Ihem, Clerk of the Board

Pamela J. Walls
Approved as to Form

By: *Jarvis R. Wall* 6/9/10
Deputy County Counsel

Rev. 05/17/10 stl

1 All other provisions of this entire Agreement shall remain unchanged and in full force and effect.

2 **IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized representatives
3 to execute this amendment.

4 COUNTY ADDRESS:

5 County of Riverside
6 Board of Supervisors
7 4080 Lemon Street, 5th Floor
8 Riverside, CA 92501

INFORMATION COPY:

County of Riverside
Department of Mental Health
P.O. Box 7549
Riverside, CA 92503-7549

9 **CONTRACTOR: VCSS, Inc.**

COUNTY OF RIVERSIDE:

10 Signed: Monte J. Zuehlke

Signed: _____
Marion Ashley, Chairman
Riverside County Board of Supervisors

11 Date: 6-16-10

12
13 Title: Executive Director, Admin. Svcs.
14 Address:
15 2561 California Park Drive
16 Chico, CA 95928

Date: _____

17 COUNTY COUNSEL:

Attested by: _____

18 Pamela J. Walls
19 Approved as to Form

Kecia Harper-Ihem, Clerk of the Board

20 By: Jane R. Wall 6/9/10
21 Deputy County Counsel

22 Rev. 05/17/10 stl

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1 **TRANSITION AGE YOUTH INTEGRATED SERVICE RECOVERY CENTER**

2 **MID-COUNTY REGION**

3 **EXHIBIT A**

4
5 **CONTRACTOR NAME:** Victor Community Support Services, Inc.

6 **DEPT ID/PROGRAM:** 4100203210-74750/Mid-County TAY Integrated Services Recovery
7 Center

8 **I. SCOPE OF WORK**

9 Victor Community Support Services, Inc., hereinafter referred to as CONTRACTOR,
10 shall provide Full Service Partnership (FSP) services by establishing the Transition
11 Age Youth (TAY) Integrated Service and Recovery Centers (IRSC's) for the Mid-
12 County region.

13
14 **II. GOALS OF SERVICES**

15 The ISRC will align with the goals of the Mental Health Services Act (MHSA) by
16 successfully engaging and supporting TAY in Full Service Partnerships (FSP's) that
17 are intended to reduce, limit or break the cycle of homelessness, institutionalization
18 and/or incarceration. Each client identified as a Full Service Partner must be offered a
19 partnership with the TAY-ISRC to develop an individualized service and support
20 plan, which is client/family driven, and operationalizes the five fundamental concepts
21 of:
22

- 23 1. Community collaboration
- 24 2. Cultural competence
- 25 3. A client/family driven mental health system
- 26 4. Wellness focus
- 27 5. An integrated service experience
- 28

1 The ISRC will:

- 2 1. Assist clients in acquiring skills to progressively and successfully transition
3 from higher levels of care to lower levels of care.
4
- 5 2. Provide ongoing services to assist clients to engage in a chosen, productive
6 day activity, e.g., gainful employment and/or volunteer work and/or
7 education.
8
- 9 3. Assist clients to be safe and remain out of trouble with law enforcement.
10
- 11 4. Help clients connect and remain actively involved with their families, peers
12 and the community.
13
- 14 5. Reduce client's level of incapacity due to psychiatric symptoms.
15
- 16 6. Assist clients in improving their financial conditions, e.g., establishing a stable
17 income, obtaining health insurance, etc.
18
- 19 7. Increase access to and adherence with medication.
20
- 21 8. Decrease drug/alcohol abuse.
22

23 **III. TARGET POPULATION**

24 **Enrollment Criteria:**

25 The population to be served will be transition aged residents of the Mid-County
26 Region of Riverside County (ages 16 through 25). The Mid-County Region serves
27 areas east and south of March Air Force Base, including Perris, Lake Elsinore,
28 Murrieta, Temecula, Hemet, San Jacinto, and all other smaller communities around
these cities. The goal is to provide accessibility to as many areas in the Mid-County
region as possible. To be served by a Full-Service Partnership (FSP) provider of
RCDMH, clients must:

- 1 • Be referred by a staff member of RCDMH;
- 2 • Have a severe and persistent mental illness, as diagnosed by RCDMH staff, AND
- 3 • Have demonstrated non-adherence or unsuccessful engagement with outpatient
- 4 treatment.
- 5

6 In addition, adult clients must be eligible by meeting at least one of the following criteria:

- 7 1. Have a history of multiple placements (group homes; foster care; residential
- 8 treatment, etc.);
- 9 2. Be a high-utilizer of crisis stabilization and/or inpatient services (CESU; ETS;
- 10 OCS; ITF; PHF, etc.);
- 11 3. Have at least 2 incarcerations (Juvenile Hall or jail) in the previous 12 months;
- 12 4. Currently homeless, or at risk for homelessness (e.g., pending eviction from a
- 13 rental; being forced to leave a relative's home, etc.).
- 14

15 **Number to be served:**

16 CONTRACTOR shall provide mental health treatment services to 125 unduplicated
17 clients annually in the Mid County Region (capacity for 83 open cases at any point in
18 time). Of these "point in time" cases, funding is designated that 24 shall be designated as
19 serving youth 16-19 years of age.

20 **Exclusionary Criteria:**

21 CONTRACTOR shall assess and enroll all referrals made by the COUNTY to the ISRC
22 unless written authorization to deny enrollment is given to CONTRACTOR by the Mid-
23 County Mental Health Services Regional Manager or designee.
24

25 **CONTRACTOR will not serve:**

- 26 1. Clients with a history or pattern of assaultive behavior that poses a risk to the
- 27 community;
- 28 2. Clients who are on State/Federal parole;

1 3. Clients who are convicted sex offenders.

2 **Graduation Criteria:**

3 Clients will be discharged from the ISRC program and returned to other lower levels of
4 care (e.g., routine outpatient services) when:

- 5
- 6 1. Client has demonstrated adherence to an effective outpatient treatment plan;
 - 7 2. Client has not been psychiatrically hospitalized in the previous 6 months;
 - 8 3. Client has not been incarcerated in the previous 12 months;
 - 9 4. Client has maintained safe, affordable, and self-sufficient stable housing for at least 6
10 months;
 - 11 5. Client has established meaningful relationships and community supports sufficient to
12 maintain the Full-Service Partnership goals they have achieved.
 - 13 6. Approved by RCDMH staff.

14 **IV. SERVICES TO BE PROVIDED**

15 CONTRACTOR will provide all clients with the following services:

- 16
- 17 1. Comprehensive mental health, social, physical health, substance abuse and trauma
18 assessments (including intergenerational assessments), which are strength-based,
19 focused on client engagement and are gender-and culture-specific. The ISRC agrees
20 to work with the individual and his/her family, as appropriate, to provide all
21 necessary and desired services and supports in order to assist that person/family in
22 achieving the goals identified in their plan. This includes persistent outreach to
23 engage individuals referred by Riverside County Department of Mental Health.
 - 24 2. Assist clients in developing self-directed care plans (e.g., Wellness Recovery Action
25 Plans or other similar models). Individuals will have an individualized service plan
26
27
28

1 that is person-centered, and that gives individuals and their families sufficient
2 information to allow them to make informed choices about the services in which they
3 participate. Services will be based on client's recovery goals and desires, provided by
4 a team that embraces the principles of recovery and resilience.
5

- 6 3. Services include linkage to, or provision of, all needed services or supports as defined
7 by the client and or family in consultation with the ISRC staff. This includes the
8 capability of increasing or decreasing service intensity as needed.
9
- 10 4. Crisis and support services including telephonic and on-site response 24 hours a day,
11 7 days a week. These responses shall include but not be limited to: responding to
12 landlords requesting assistance for clients in crisis; providing face-to-face crisis
13 stabilization in the field (e.g., board and care facilities, clients' homes, emergency
14 rooms, etc.); assisting family caretakers in de-escalating conflicts, etc. Crisis
15 responses provided 24/7 are intended to provide immediate interventions that reduce
16 negative outcomes for individuals, including unnecessary hospitalizations,
17 incarcerations and housing evictions.
18
- 19 5. Integrated substance abuse and mental health services through an integrated team
20 with a single individualized service plan, using evidence-based practices, as approved
21 by the COUNTY. Develop or utilize specialized housing that supports dual diagnosis
22 recovery for clients with dual disorders (i.e., sober living environments).
23
- 24 6. Psychiatric medication and medication support services including but not limited to
25 evaluating the need for medication, and its clinical effectiveness and side effects;
26 medication education; prescribing and administering medication; obtaining necessary
27 lab tests for medication; and drug testing for illicit substances. Provide education for
28

1 clients, family members, and other caregivers regarding the nature of medications,
2 their expected benefits and potential side effects. CONTRACTOR is responsible for
3 any medication costs or lab testing costs for indigent clients.
4

- 5 7. Improve access to and client adherence with physical healthcare services, including
6 collaboration with primary care providers to provide individualized, inter-
7 disciplinary, coordinated medical care.
8
- 9 8. Facilitate clients obtaining income and medical insurance benefits for which they are
10 eligible (SSI/SSDI, Medi-Cal, Medicare, etc.), interim assistance, and other public
11 assistance potentially available to each client. Applications for income and insurance
12 benefits will be initiated within seven (7) days of referral to the CONTRACTOR.
13
- 14 9. Conduct education and training that teaches successful community living skills (e.g.
15 medication and healthcare management, anger management, relationship skills, etc.)
16 that will contribute to improve service outcomes.
17
- 18 10. Improve access to transportation, including providing transportation, as needed to
19 achieve the clients' goals. Increase access to and utilization of public transportation,
20 and assist clients with the acquisition of driver's licenses.
21
- 22 11. Assist clients in obtaining, and maintaining self-sufficient, safe, and affordable
23 housing stability, across a range of housing choices.
24
- 25 12. Coordinate services with other County mental health programs such as peer centers,
26 homeless outreach staff, mental health courts, and inpatient programs. Coordinate
27 services with other local agencies such as Probation, DPSS, law enforcement, etc.
28

1 13. Integrate services with ethnic-specific and gender-specific community-based
2 organizations. Maximize client participation with community providers and
3 organizations. Collaboration with community agencies, such as veterans' services,
4 faith-based organizations, ethnic and cultural support groups, and education systems
5 to assist clients to participate in a range of recovery and wellness activities in the
6 community.
7

8 14. Provide self-help and peer support services that increase client empowerment,
9 increase self-responsibility, increase rates of employment, and other improved
10 outcomes.
11

12 15. Provide vocational services with a commitment to competitive employment as an
13 attainable goal. Vocational services include:
14

- 15 a. Vocational assessment of clients' abilities, skills, aptitudes, interests, and
16 behaviors. Medical, psychological, socio-cultural factors, housing, economic and
17 ADA issues will be incorporated into the vocational assessment.
18
- 19 b. Providing guidance in completing an employment application, assisting with
20 effectively interviewing for employment, training to enhance work-related social
21 and communication skills, and job seeking skills.
22
- 23 c. Job development that identifies specific job openings appropriate for each
24 individual based on identified strengths and weaknesses, and facilitates job
25 acquisition. ISRC staff will contact potential employers, provide client advocacy
26 and facilitate a positive client-employer relationship.
27
28

- 1 d. Individualized job placement according to client preferences, strengths, and work
2 experience, with a rapid job search approach for any client expressing interest in
3 working.
4
5 e. Vocational services are provided based on client choice. No one is excluded who
6 wants to participate.
7
8 f. Supported employment is integrated with treatment. Supported employment has
9 as its goal competitive employment in the community (i.e., jobs that anyone can
10 apply for) that pay at least minimum wage, and include both part-time and full-
11 time jobs.
12
13 g. Job search starts soon after a client expresses interest in working. There are no
14 requirements for completing extensive pre-employment assessment and training.

15 CONTRACTOR is required to work collaboratively with the State Department of
16 Rehabilitation (DOR) and with RCDMH to maximize DOR-funded vocational
17 services as specified in a separate MH/DOR/Contractor Cooperative services grant.
18 This includes attending all required meetings, providing vocational services that meet
19 all DOR requirements, obtaining and maintaining CARF accreditation as a vendor of
20 vocational services, etc.
21
22

- 23 16. Work collaboratively with Peer Support and Resource Centers (PSRCs) to expand
24 client involvement and participation with peer support activities, and to optimize
25 clients' recovery plans.
26

27 **V. ADDITIONAL PROGRAM REQUIREMENTS**
28

1 CONTRACTOR will:

- 2
- 3 1. CONTRACTOR shall utilize flexible funds to do “whatever it takes”, within reason,
- 4 to meet the unique needs clients encounter as they work to achieve their recovery,
- 5 educational and vocational goals, and to maintain the individual in the community
- 6 and avoid institutional settings.
- 7
- 8 2. CONTRACTOR shall ensure services are culturally competent, and utilize the
- 9 community resources of the client’s racial/ethnic community. Gender-specific
- 10 services, and services for gay/lesbian/transgender individuals must be provided.
- 11
- 12 3. CONTRACTOR shall develop Advisory Boards, consisting of clients and family
- 13 members, and other interested community members, to guide the development of the
- 14 ISRC’s and provide on-going feedback to the program.
- 15
- 16 4. CONTRACTOR shall develop and participate in interagency collaboration that
- 17 promotes shared responsibility and accountability within the local community for
- 18 effective outcomes for this population, including partnerships with ethnic-specific and
- 19 gender-specific community providers and programs. Collaboration and coordination
- 20 activities will be engaged in at no additional cost to the Department.
- 21
- 22 5. CONTRACTOR shall provide on-site consultation at RCDMH Clinics as requested
- 23 by RCDMH regarding TAY needs and resources available to address transition needs
- 24 of non-FSP consumers. Contractor is expected to provide outreach services to Clinic
- 25 outpatient programs and the consumers of these programs to facilitate access to TAY
- 26 and adult services as well as engage younger TAY consumers.
- 27
- 28 6. CONTRACTOR shall monitor the health and welfare of clients living in
- residential facilities or placements (e.g., IMDs, board and care’s, room and board

1 facilities, homeless shelters, foster and group homes, etc.) and document these
2 contacts in clients' charts. CONTRACTOR shall report to the RCDMH and to
3 DPSS/Community Care Licensing (as applicable) within twenty-four hours (24)
4 any conditions in these facilities that may be compromising the health and welfare
5 of clients.
6

7 7. CONTRACTOR shall provide adequate accommodations for County staff to meet
8 with clients or with clients' significant others, as requested by the County. Such
9 accommodations must allow for confidentiality, privacy, and safety.
10

11 8. CONTRACTOR shall agree to meet regularly with County staff to review
12 pending enrollments, services provided, and discharge plans for the clients
13 referred to the CONTRACTOR.
14

15 **VI. HOURS OF OPERATION**

16 Services will be offered 7 days a week and will include evenings. Crisis and
17 support services are available 24/7. A schedule of provided services, and clinic
18 hours of operation will be provided to the County at least monthly.

19 **VII. STAFFING RESPONSIBILITIES AND QUALIFICATIONS**

20 Staffing will include

21 1. A multi-disciplinary team consisting of both professional and paraprofessional staff
22 that includes paid consumer and family member service providers.
23

24 a. Consumer providers must have received mental health services or are in the
25 process of receiving such services, and be willing to identify themselves as such
26 when working with clients.
27

28 b. A family provider must be, or have been a family member or caretaker of a
consumer.

- 1 2. Personal Services Coordinators (PSC's), who are identified as the single point of
2 responsibility, and who provide intensive and assertive case management made
3 possible by a low staff-to-client ratio (maximum 1:15).
- 4
- 5 3. PSCs must be culturally competent, know the community resources of the client's
6 racial/ethnic community, and meet Medi-Cal requirements to bill for mental health
7 services.
- 8
- 9 4. Staff specialized in skill-building techniques that support housing independence;
10 assess and treat co-occurring disorders; and employment services.
- 11 5. Peer-provided outreach, education, mentorship, support and advocacy, including
12 teaching and supporting Wellness Recovery Action Plans (WRAP);
- 13 6. Licensed psychiatrist and licensed nursing staff (RN, LPT, LVN), who will provide
14 services within their scope of practice and licensure.
- 15 7. CONTRACTOR shall hire culturally and ethnically diverse staff representing the
16 ethnic and gender characteristics of the clients being served. CONTRACTOR
17 staff must include bilingual (Spanish) capability for all services provided in order
18 to effectively serve the target population.
- 19
- 20 8. Staff responsible for billing Medi-Cal must be knowledgeable of Medi-Cal billing
21 regulations and qualified to bill Medi-Cal.
- 22
- 23 9. Use of volunteers is encouraged.

24 **VIII. STAFF TRAINING**

25 Contractor shall provide staff with ongoing training and staff development in the areas of
26 mental health, substance abuse, crisis intervention, motivational interviewing and stages
27 of change, recovery values and philosophy, and client empowerment. Participation in
28

1 ongoing training must be documented by Contractor. Contractor shall also provide or
2 make arrangements for staff to receive training in the following areas:

- 3 1. An initial orientation to the program, including a description of the goals of the
4 program, review of policies and procedures, emergency procedures, and treatment
5 services.
- 6 2. Training requirements in CPR, First Aid, Emergency/Disaster Planning, non-violent
7 crisis intervention, de-escalation of agitation and potential violence, and procedures to
8 protect both staff and the clients from violent behavior.
- 9 3. Cultural competency in serving clients from diverse ethnic and cultural backgrounds
10 including age, gender, sexual orientation, physical disabilities and client cultures.

11 **IX. CLIENT OUTCOMES DOCUMENTATION AND REPORTING**

12 During the performance of this Agreement, the CONTRACTOR shall submit MHSA
13 Full Service Partnerships (FSP) Data Collection and Reporting (DCR) data to the
14 COUNTY for the purpose of measuring individual-level performance outcomes. All
15 FSP data shall be submitted in electronic form. The CONTRACTOR shall ensure that
16 the staff responsible for transmitting this data is trained in data collection procedure.

17 This training will be provided by the COUNTY.

18 The requirements referred to in this section do not preclude the COUNTY from requiring
19 the CONTRACTOR to report any other additional performance outcomes required by
20 law or regulation. The renewal of this contract between the COUNTY and
21 CONTRACTOR is contingent upon CONTRACTOR's ability to meet or exceed the
22 below Performance Outcomes. It is also understood that the COUNTY reserves the right
23 to modify these Performance Outcomes to meet the needs of a third-party payer.
24
25
26
27
28

1 **1. Initial Enrollment Data:**

2 The CONTRACTOR shall collect data as soon as it begins providing services to FSP
3 clients, including, but not limited to; general administrative data; residential status;
4 legal issues/status; health status; substance abuse issues; assessment of daily living
5 functions where appropriate; and all interventions, including emergency intervention.
6 This data shall be transmitted to the COUNTY as soon as possible, and no later than
7 60 (sixty) days after the commencement of services.
8

9 **2. Quarterly Assessments:**

10 Every three months, the CONTRACTOR shall conduct a quarterly assessment of
11 each individual and submit FSP data to the COUNTY within sixty (60) days of
12 collecting the data. This data shall include, but is not limited to; general
13 administrative data; educational status; financial status; legal issues/status; health
14 status; substance abuse issues; and assessment of daily living functions where
15 appropriate.
16

17 **3. Daily Census:**

18 The CONTRACTOR will provide via e-mail a daily census, using a format approved
19 by the COUNTY, showing the status of the clients referred to the CONTRACTOR,
20 opened to the CONTRACTOR'S reporting unit, and enrolled as an FSP.
21

22 **4. Changes in Key Events:**

23 The CONTRACTOR shall submit data to the COUNTY as soon as possible, but no
24 later than 60 (sixty) days after an FSP client experiences a change in a key event,
25 such as a change in educational status, employment or financial status, legal status, or
26 residential status, including hospitalization or incarceration; or following an
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1 emergency intervention. Data submitted shall include, but is not limited to the
2 following: general administrative data; residence; educational status; employment
3 status; legal issues/status; and a description of any and all interventions, including
4 emergency intervention.
5

6 a. Twice annually, during two-week survey periods designated by the COUNTY,
7 the CONTRACTOR shall collect consumer perception data from clients served by
8 the ISRC. The data to be collected includes, but is not limited to, the client's
9 perceptions of the quality and results of services provided by CONTRACTOR.
10 The survey data shall be submitted to the COUNTY within the time frame
11 determined by the COUNTY'S Research and Quality Improvement program.
12

13 b. The CONTRACTOR shall provide other information required by COUNTY,
14 State or federal law.
15

16 c. All data submitted shall be full and complete.

17 The CONTRACTOR shall make diligent efforts to minimize errors in data reported.

18 **X. MANAGEMENT INFORMATION SYSTEM**

19 CONTRACTOR will purchase PC equipment using start-up funds and will designate
20 a minimum of two PCs for access to the county's SPUDS and Imagenet systems.
21 CONTRACTOR may be required to enter data regarding client identification,
22 financial status, demographics, episode openings and closings, and services provided
23 into the SPUDS system. COUNTY will provide Initial training and consultation of
24 the required network access method into the COUNTY's MIS systems and in the
25 standard set-up and configuration of the PC equipment. CONTRACTOR shall
26 provide sufficient number and competency of staff to enter data as instructed, within
27 the timeframes given. CONTRACTOR is responsible for accuracy and self-
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monitoring using SPUDS reporting tools. The COUNTY requires accurate, complete and timely entry of all data as a condition of the contract.

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06/7/10 STL

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4 **TRANSITION AGE YOUTH INTEGRATED SERVICE RECOVERY CENTER**
5 **MID-COUNTY REGION**

6 **EXHIBIT C**

7 **REIMBURSEMENT & PAYMENT**

8 **CONTRACTOR NAME: Victor Community Support Service, Inc.**

9 **CONTRACT #: 4100203210-74750**

10 **A. PERIOD OF PERFORMANCE:**

11 July 1, 2010 to June 30, 2011.

12 **B. MONTHLY REIMBURSEMENT:**

- 13 1. In consideration of services provided by CONTRACTOR pursuant to this
14 Agreement, CONTRACTOR shall receive monthly reimbursement based
15 upon the unit rate as specified in the Schedule I and actual units provided, less
16 revenue collected, not to exceed the total amount of unit rate services under
17 RU # 33HWFT.
- 18 2. In consideration of services provided by CONTRACTOR pursuant to this
19 Agreement, CONTRACTOR shall also receive monthly reimbursement for
20 Flexible Funding Expenditures based on the Schedule I Flexible Funding
21 categories. Reimbursement shall be based on actual cost of items purchased to
22 support and address the individual needs of the client, and when appropriate
23 the client's family, in order to advance the client's goals and achieve outcomes
24 that support the client's recovery, wellness and resilience. Typical expenses
25 covered shall be clothing, personal care items, food, supplies and equipment to
26 support the individual's social, educational and vocational goals. Actual costs
27 of Flexible Funding items shall be separately invoiced by category as listed in
28 the "MHS A FSP Expenditure Codes and Descriptions". Indigent Prescription

1 costs, Health Maintenance Costs and Flexible Funding shall be reimbursed
2 monthly based on actual costs incurred, not to exceed the funding amounts in
3 Schedule I.

- 4 3. Reimbursement for services shall be paid up to the maximum amounts in the
5 Schedule I for FY 2010/2011 and not exceed the maximum obligation of the
6 COUNTY as specified herein. The Schedule I for FY 2010/2011 is attached
7 hereto and incorporated herein by this reference.

8 **C. MAXIMUM OBLIGATION: FY 2010/2011**

9 COUNTY'S maximum obligation for fiscal year 2010/2011 shall be **\$1,170,000** subject
10 to availability of Federal, State, and local funds. The Schedule I attached herein
11 specifies funding for Contract Client Services, Prescription Costs, Health Maintenance
12 Costs and Flexible Funding.

13 **D. BUDGET:**

14 Schedule I presents the budgetary details pursuant to this Agreement. Schedule I
15 contains the reporting unit (RU's) numbers, mode(s) of service, the service functions,
16 units, revenues received, maximum obligation and source of funding pursuant to this
17 Agreement. Schedule I will also delineate the Prescription Costs, Health Maintenance
18 Costs and Flexible Funding amount for FY 2010/2011.

19 **E. DEPARTMENT OF REHABILITATION:**

20 Vocational services are to be rendered to the TAY population under this agreement.
21 In the month Department of Rehabilitation reimbursement is received,
22 CONTRACTOR shall notify the Department of Mental Health.

23 **F. PAYMENT:**

- 24 1. Monthly reimbursements may be withheld at the discretion of the Director or
25 designee due to material contract non-compliance, including audit
26 disallowances and/or adjustments or disallowances resulting from the
27 COUNTY Contract Monitoring Review (CMT), the Annual Program
28 Monitoring and/or the Cost Report Reconciliation/Settlement process.

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2. In addition to the CMT, Annual Progress Monitoring, and Cost Report Reconciliation/Settlement processes, the COUNTY reserves the right to perform periodic service deletes and denial monitoring for this agreement throughout the fiscal year in order to minimize and/or potentially prevent COUNTY and CONTRACTOR loss. The COUNTY, at its discretion, may withhold and/or offset invoices and/or monthly reimbursement to CONTRACTOR, at any time without prior notification to CONTRACTOR, for service deletes and denials that may occur in association with this agreement. COUNTY shall notify CONTRACTOR of any such instances of service deletes and denials and subsequent withholds and/or reductions to CONTRACTOR invoices or monthly reimbursements.

3. Notwithstanding the provisions of Paragraph F-1 and F-2 above, CONTRACTOR shall be paid in arrears. CONTRACTOR will submit a claim on their organization's stationery, which must include at a minimum the CONTRACTOR's name, invoice mailing address and telephone number, and attach the applicable COUNTY specified Data Collection System Report (currently the Final MH 952 Summary) and a signed "Certification of Claims and Program Integrity" form (PIF). The summary page of the monthly, final applicable Data Collection System Report (currently the final MH 952) and the PIF form must be attached to the CONTRACTOR invoice. Failure to attach the monthly, final summary page of the applicable Data Collection System Report, the Certification of Claims and the signed PIF, will delay payment to the CONTRACTOR until the required documents are provided. The claim must be approved and signed by the Director or an authorized designee of the CONTRACTOR. Monthly claims shall be submitted to the appropriate Program or Regional Manager of the COUNTY'S Department of Mental Health, no later than the tenth (10th) working day of each month.

- 1 4. Short-Doyle/Medi-Cal billings shall be processed by the COUNTY and
2 CONTRACTOR shall provide the COUNTY with all information
3 necessary for the preparation and audit of such billings.
- 4 5. Contract will submit a monthly report and invoice for payment, and a
5 quarterly report to COUNTY program with invoice describing outcomes,
6 progress updates and services delivered based on the contract's Exhibit A,
7 "Scope of Services".
- 8 6. Unless otherwise notified by the COUNTY, CONTRACTOR
9 invoicing will be paid by the COUNTY thirty (30) calendar days after
10 the date the invoice is received by the applicable COUNTY
11 Program/Region.
- 12 7. In addition, CONTRACTOR shall receive monthly reimbursement based on
13 Actual Costs of Prescriptions, Health Maintenance Costs and Flex Funding,
14 and shall invoice according to Section B1 and B2 above.
- 15 8. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will
16 be paid by the COUNTY thirty (30) calendar days after the date the invoice
17 is received by the applicable COUNTY Program/Region.

18 **G. SHORT-DOYLE/MEDI-CAL:**

- 19 1. With respect to services provided to Medi-Cal beneficiaries, CONTRACTOR
20 shall comply with applicable Medi-Cal cost containment principles as specified
21 in Title 19 of the Social Security Act, Title 22 of the California Code of
22 Regulations and policy letters issued by the State Department of Mental Health.
- 23 2. The Short/Doyle Medi-Cal reimbursement is composed of Local Matching
24 Funds and Federal Financial Participation (FFP).

25 **H. REVENUES:**

- 26 1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the Welfare &
27 Institutions Code, and as further contained in the State Department of Mental
28 Health Revenue Manual, Section I, CONTRACTOR shall collect revenues for

1 the provision of the services described pursuant to Exhibit A. Such revenues
2 may include but are not limited to, fees for services, private contributions,
3 grants or other funds. All revenues received by CONTRACTOR shall be
4 reported in their annual Cost Report, and shall be used to offset gross cost.

- 5 2. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance,
6 Medicare or other third party benefits shall be determined by the
7 CONTRACTOR. CONTRACTOR shall pursue payment from all potential
8 sources in sequential order, with Short/Doyle Medi-Cal as payor of last resort.
9 CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare
10 certified), then insurance and then first party.
- 11 3. If a client has both Medicare or insurance and Medi-Cal coverage, a copy of
12 the Medicare or insurance Explanation of Benefits (EOB) must be provided to
13 the COUNTY within 30 days of receipt.
- 14 4. CONTRACTOR is obligated to collect from the client any Medicare co-
15 insurance and/or deductible if the site is Medicare certified, and to collect and
16 clear with the State any Medi-Cal Share of Cost. Patients/clients with share of
17 cost Medi-Cal shall be charged their monthly Medi-Cal share of cost in lieu of
18 their annual liability. Medicare clients will be responsible for any co-insurance
19 and/or deductible for services rendered at Medicare certified sites.
- 20 5. All other clients will be subject to an annual sliding fee schedule by
21 CONTRACTOR for services rendered, based on the patient's/client's ability to
22 pay, not to exceed the CONTRACTOR'S actual charges for the services
23 provided. In accordance with the State Department of Mental Health's
24 Uniform Method of Determining Ability to Pay (UMDAP) Manual,
25 CONTRACTOR shall not be penalized for non-collection of revenues provided
26 that reasonable and diligent attempts are made by the CONTRACTOR to
27 collect these revenues. Past due patient/client accounts may not be referred to
28

1 private collection agencies. No patient/client shall be denied services due to
2 inability to pay.

3 6. CONTRACTOR shall submit to COUNTY, with signed contract, a copy of
4 CONTRACTOR'S published charges.

5 7. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays) above
6 and beyond the Contracted Schedule I rate, the CONTRACTOR must notify the
7 COUNTY within ten (10) days of signing the AGREEMENT.

8 8. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client
9 fees. Notification must be made within ten (10) days following any fee increase

10 **I. REALLOCATION OF FUNDS:**

11 1. No funds allocated for any Mode of Service (including Flex Funding,
12 Prescriptions and Health Maintenance Funding) as designated in Schedule I
13 may be reallocated to another Mode of Service (including Flex Funding,
14 Prescriptions and Health Maintenance Funding), unless written approval is
15 given by the Program Manager prior to either the end of the Contract Period of
16 Performance or the end the Fiscal year (June 30th). Approval shall not exceed
17 the maximum obligation.

18 2. In addition, CONTRACTOR may not, under any circumstances and without
19 prior approval and/or written consent from the Program Manager and
20 confirmed by the Supervisor of the COUNTY Fiscal Unit, reallocate funds,
21 between non-billable and billable mode and service functions and/or procedure
22 codes as designed in the Schedule I that are defined as non-billable by the
23 COUNTY, State or Federal governments from or to funds, services, mode of
24 services and/or procedure codes that are defined as billable by the COUNTY,
25 State or Federal governments.

26 3. If this Agreement includes more than one Exhibit C, shifting of funds from one
27 Exhibit C to another is also prohibited without prior, written consent and
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1 approval from the Program Manager prior to the end of either the Contract
2 Period of Performance or Fiscal year.

3 **J. RECOGNITION OF FINANCIAL SUPPORT:**

4 CONTRACTOR'S stationery/letterhead shall indicate that funding for the program is
5 provided in whole or in part by the COUNTY of Riverside Department of Mental Health.

6 **K. COST REPORT:**

- 7 1. For each fiscal year, or portion thereof, that this Agreement is in effect,
8 CONTRACTOR shall provide to COUNTY two (2) copies per each Reporting
9 Unit (RU) number, an annual Cost Report with an accompanying financial
10 statement and applicable supporting documentation to reconcile to the Cost
11 Report within forty-six (46) calendar days following the end of each fiscal year
12 (June 30), or the expiration or termination of the contract, which ever occurs
13 first. The Cost Report shall detail the actual cost of services provided to
14 include staff time accounting. The Cost Report shall be provided in the format
15 and on forms provided by the COUNTY. Final payment to CONTRACTOR
16 shall not be made by COUNTY until the final current and prior year Cost
17 Report(s) have been reconciled, settled and signed by CONTRACTOR and
18 received and approved by the COUNTY.
- 19 2. CONTRACTOR shall use OMB-circular A-122 to formulate proper cost
20 allocation methods to distribute cost between COUNTY and non-COUNTY
21 programs.
- 22 3. CONTRACTOR is required to send one representative to the cost report
23 training annually held by COUNTY regarding preparation of the year-end Cost
24 Report. The COUNTY will notify CONTRACTOR of the date(s) and time(s)
25 of the training. Attendance at the training is necessary annually in order to
26 ensure that the Cost Reports are completed appropriately. Failure to attend this
27 training may result in delay of payment.
- 28

- 1 4. CONTRACTOR will be notified in writing by COUNTY, if the Cost Report
2 has not been received within forty-six (46) calendar days after the end of the
3 COUNTY Fiscal year. If the Cost Report is not postmarked in the forty-six
4 (46) calendar day time frame, future monthly reimbursements will be withheld
5 until the COUNTY is in possession of a completed cost report. Future monthly
6 reimbursements will be withheld if the Cost Report contains errors which are
7 not corrected within ten (10) calendar days of written or verbal notification
8 from the COUNTY. Failure to meet any pre-approved deadlines extension will
9 immediately result in the withholding of future monthly reimbursements.
- 10 5. The Cost Report shall serve as the basis for year-end settlement to
11 CONTRACTOR including a reconciliation and adjustment of all payments
12 made to CONTRACTOR and all revenue received by CONTRACTOR. Any
13 payments made in excess of Cost Report settlement shall be repaid upon
14 demand, or will be deducted from the next payment to CONTRACTOR.
- 15 6. All current and/or future contract service payments to CONTRACTOR will be
16 withheld by the COUNTY until the final current and prior year Cost Report(s)
17 have been reconciled, settled and signed by CONTRACTOR, and received
18 and approved by the COUNTY.

19 **L. COST REPORT SETTLEMENT:**

- 20 1. The final year-end settlement for non Medi-Cal services shall be based on the
21 Actual Cost, multiplied by the actual number of units, less revenue collected.
22 The final year-end settlement for Medi-Cal services shall be based on final
23 State approved Medi-Cal units, multiplied by the actual allowable cost per
24 unit of services provided, the State Maximum Allowance (SMA) rate, state
25 approved Short Doyle/Medi-Cal (SD/MC) rate or customary charges,
26 whichever is lower, less revenue collected. The combined final year-end
27 settlement for Medi-Cal and non Medi-Cal services shall not exceed the
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1 maximum obligation of the COUNTY as specified herein, and the applicable
2 maximum reimbursement rates promulgated each year by the State.

- 3 2. CONTRACTOR shall report Actual Costs separately, if deemed applicable and
4 as per CONTRACTOR Schedule I, to provide Contract Client Services,
5 Prescriptions, Health Maintenance Costs and Flexible Funding costs under this
6 agreement on the annual cost report. Where deemed applicable, Actual Costs
7 for Indirect Administrative Expenses shall not exceed the amount of the
8 percentage of costs as submitted in the CONTRACT Request for Proposal or
9 Cost Proposal(s). Final year - end settlements for Indirect Administrative
10 Expenses, shall not exceed fifteen (15%) percent of actual costs of contract
11 client services and flex funding Final year-end settlements shall not exceed the
12 Contract Maximum Obligation, less revenue, less payments received, up to
13 Maximum Obligation as stated in Section C above.

14 **M. BANKRUPTCY:**

15 Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall notify
16 County's Department of Mental Health's Fiscal Services Unit, by certified letter
17 with a carbon copy to the Department of Mental Health's Program Support Unit, in
18 writing of such. The CONTRACTOR shall submit a properly prepared Cost Report
19 in accordance with the requirements and deadlines set forth in Section K before final
20 payment is made.

21 **N. FURNISHINGS AND EQUIPMENT:**

22 **1. APPROVAL FOR PURCHASE**

23 Any equipment or furnishings are required to be approved by the COUNTY in
24 writing prior to purchase. Any equipment or furnishings not approved by the
25 COUNTY prior to purchase shall not be reimbursed to the CONTRACTOR by
26 the COUNTY either as a start up or operating cost at any time.
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1 **2. OWNERSHIP**

2 Equipment and furnishings purchased through this Agreement are the property
3 of the COUNTY. Procedures provided by the COUNTY for the acquisition,
4 inventory, control and disposition of the equipment and the acquisition and
5 payment for administrative services to such equipment (e.g. office machine
6 repair) are to be followed. Equipment and supplies purchased with COUNTY
7 funds for individual clients will become the property of the client.
8

9 **3. INVENTORY**

10 CONTRACTOR shall maintain an internal inventory control system that will
11 provide accountability for equipment and furnishings purchased through this
12 Agreement, regardless of cost. The inventory control system shall record at a
13 minimum the following information when property is acquired: date acquired;
14 property description (to include model number); property identification number
15 (serial number); cost or other basis of valuation; funding source; and rate of
16 depreciation or depreciation schedule, if applicable. An updated inventory list
17 shall be provided to the COUNTY on a semi-annual basis, and filed with the
18 Annual Cost Report. Once the COUNTY is in receipt of this list, COUNTY
19 inventory tags will be issued to the CONTRACTOR, and are to be attached to
20 the item as directed.
21

22 **4. DISPOSAL**

23 Approval must be obtained from the COUNTY prior to the disposal of any
24 property purchased with funds from this Agreement, regardless of the
25 acquisition value. Disposal (which includes sale, trade-in, discard, or transfer
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1 to another agency or program) shall not occur until approval is received in
2 writing from the COUNTY.

3
4 **5. CAPITAL ASSETS:**

5 a. Capital assets are tangible or intangible assets that benefit an agency more
6 than a single fiscal year. For capital assets approved for purchase by the
7 COUNTY, allowable and non-allowable cost information and depreciation
8 requirements can be found in the Center for Medicare and Medicaid
9 Services (CMS) Publication 15, Provider Reimbursement Manual (PRM)
10 Parts I & II. It is the CONTRACTOR'S responsibility to ensure
11 compliance with these requirements.

12 b. Any capital asset that was acquired or improved in whole or in part with
13 funds disbursed under this Agreement, or under any previous Agreement
14 between COUNTY and CONTRACTOR, shall either be, at the election of
15 the COUNTY as determined by the Director or designee: (1) transferred
16 to the COUNTY including all title and legal ownership rights; or (2)
17 disposed of and proceeds paid to COUNTY in a manner that results in
18 COUNTY being reimbursed in the amount of the current fair market value
19 of the real or personal property less any portion of the current value
20 attributable to CONTRACTOR'S out of pocket expenditures using non-
21 county funds for acquisition of, or improvement to, such real or personal
22 property and less any direct and reasonable costs of disposition.

23 **O. AUDITS:**

24 1. CONTRACTOR agrees that any duly authorized representative of the Federal
25 Government, the State or COUNTY shall have the right to audit, inspect,
26 excerpt, copy or transcribe any pertinent records and documentation relating
27 to this Agreement or previous Agreements in previous years.
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2. If this contract is terminated in accordance with Section XXIX, TERMINATION PROVISIONS, COUNTY, Federal and/or State governments may conduct a final audit of the CONTRACTOR. Final reimbursement to CONTRACTOR by COUNTY shall not be made until all audit results are known and all accounts are reconciled. Revenue collected by CONTRACTOR during this period for services provided under the terms of this Agreement will be regarded as revenue received and deducted as such from the final reimbursement claim.
3. Any audit exception resulting from an audit conducted by any duly authorized representative of the Federal Government, the State or COUNTY shall be the responsibility of the CONTRACTOR. Any audit disallowance adjustments may be paid in full upon demand or withheld at the discretion of the Director of Mental Health against amounts due under this Agreement or Agreements(s) in subsequent years.
4. The COUNTY will conduct an Annual Program Monitoring Review and/or Contract Monitoring Review (CMT). Upon completion of monitoring, CONTRACTOR will be mailed a report summarizing the results of the site visit. A corrective Plan of Action will be submitted by CONTRACTOR within thirty (30) calendar days of receipt of the report. CONTRACTOR'S failure to respond within thirty (30) calendar days will result in withholding of payment until the corrective plan of action is received. CONTRACTOR'S response shall identify time frames for implementing the corrective action. Failure to provide adequate response or documentation for this or previous year's Agreements may result in contract payment withholding and/or a disallowance to be paid in full upon demand.

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P. DATA ENTRY:

1. CONTRACTOR understands that as the COUNTY upgrades its current Data Collection System to comply with Federal, State and /or local funding and service delivery requirements; CONTRACTOR will, therefore, be responsible for attending and receiving COUNTY training associated with, but not limited to, applicable service data entry, billing and invoicing, and learning how to appropriately and successfully utilize and/or operate the current and/or upgraded Data Collection System as specified for use by the COUNTY under this agreement. The COUNTY will notify the CONTRACTOR when such training is required and available. In the event the COUNTY'S specified Data Collection System changes prior to a new fiscal year, COUNTY shall notify CONTRACTOR and provide immediate instructions and make subsequent arrangements to facilitate such a change.
2. CONTRACTOR is required to enter all units of services into the COUNTYS specified Data Collection System for the prior month no later than 5:00p.m. on the fifth (5th) working day of the current month. Late entry of services into the COUNTYS specified Data Collection System may result in financial and/or service disallowances to the CONTRACTOR.

Rev. 06/7/10

2010/11 SCHEDULE I FOR THE MID-COUNTY REGION MENTAL HEALTH

Victor Community Support Services, Inc. - MHSA FSP TAY ISRC Mid-County

CONTRACT PROVIDER NAME:
SYSTEM RU #: Combined; 33H6FT, 33H6F1, 33H6F3

FY 2010/11

NEGOTIATED RATE () ACTUAL COST (X) NEGOTIATED NET AMOUNT (X)

DEPT ID / PROGRAM: 4100203210-74750

SYSTEM RU #:	33H6F1, 33H6F3, 33H6FT			33H6FT			33H6FT			33H6FT			33H6FT			33H6FT			33H6FT			PAGE
	33H6F1, 33H6F3, 33H6FT	33H6F1, 33H6F3, 33H6FT	33H6F1, 33H6F3, 33H6FT	33H6FT	33H6FT	33H6FT	33H6FT	33H6FT	33H6FT	33H6FT	33H6FT	33H6FT	33H6FT	33H6FT	33H6FT	33H6FT	33H6FT	33H6FT	33H6FT	33H6FT		
TYPE OF MODALITY	Crisis Intervention	Mental Health Services	Medication Support	Case Mgmt Non-Billable	Case Mgmt	Direct Service Outreach	Vocational Intake & direct Svcs	Vocational Indirect Services	Prescriptions	Client Support Services	Housing	Non-Housing	Flexible Funding	Risperdal Consta								
MODE OF SERVICE:	15	15	15	15	15	45	15	45					60				60				15	
SERVICE FUNCTION:	70	10-59	60	01	01	10	30	21					72				70				60	
PROCEDURE CODE:	400	310, 360, 410, 420, 440, 470	460	529	520	599	485, 486, 487, 488, 489	709					n/a				455, 456, 457, 458					
UNIT REIMBURSEMENT	Minute	Minute	Minute	Minute	Minute	hour	Minute	hour	actual cost	actual cost	actual cost	actual cost	actual cost	actual cost	actual cost	actual cost	actual cost	actual cost	actual cost	actual cost	actual cost	
NUMBER OF UNITS:	1,387	307,723	27,016	5,657	81,476	310	n/a	tracking only														
COST PER UNIT:	\$3.88	\$2.61	\$4.82	\$3.56	\$2.02	\$121.20	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	
GROSS COST:	\$ 5,381	\$ 803,158	\$ 130,219	\$ 20,137	\$ 164,581	\$ 37,524	\$ 40,000	\$ -	\$ 2,000	\$ 200	\$ 200	\$ 200	\$ 6,400	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 6,400	\$ 1,210,000	

LESS REVENUES COLLECTED

BY CONTRACTORS:																						
A. PATIENT FEES																						\$0
B. PATIENT INSURANCE																						\$0
C. OTHER - DOR																						\$40,000
TOTAL CONTRACTOR REVENUE	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000
MAXIMUM OBLIGATION	\$5,381	\$803,158	\$130,219	\$20,137	\$164,581	\$37,524	\$0	\$0	\$2,000	\$200	\$200	\$200	\$6,400	\$200	\$200	\$200	\$200	\$200	\$200	\$6,400	\$1,170,000	

SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:			%	
A. MHI-CAL/FP & EPSDT	\$2,620	\$427,504	\$64,590	50.00%
B. FEDERAL FUNDS	\$0	\$0	\$0	0.00%
C. REALIGNMENT FUNDS	\$0	\$0	\$0	0.00%
D. STATE GENERAL FUNDS	\$0	\$0	\$0	0.00%
E. COUNTY FUNDS	\$0	\$0	\$0	0.00%
F. OTHER: MHSA	\$2,761	\$375,654	\$65,629	50.00%
TOTAL (SOURCES OF FUNDING)	\$5,381	\$803,158	\$130,219	100.00%

FUNDING SOURCES DOCUMENT:
STAFF ANALYST SIGNATURE: *[Signature]*
FISCAL SERVICES SIGNATURE: *[Signature]*

DATE: 09/17/10
DATE: 09/10