

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

970



FROM: Department of Mental Health

SUBMITTAL DATE:

November 29, 2010

SUBJECT: Approve Agreements with Mental Health Services Act (MHSA) Providers for Prevention and Early Intervention services.

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve the three (3) Agreements with Catholic Charities, Golden Rainbow Center, and Family Services of the Desert to provide Prevention and Early Intervention services;
2. Authorize the Chairman of the Board of Supervisors to sign the Agreements;
3. Authorize the Riverside County Purchasing Agent to increase, decrease and amend these three (3) Agreements up to 10% of the total contract maximum for each agreement; and
4. Authorize the Riverside County Purchasing Agent to renew these three (3) Agreements annually through June 30, 2015.

BACKGROUND: In order to effectively implement the Mental Health Services Act (MHSA), Prevention and Early Intervention (PEI) Plan received and filed by the Board of Supervisors on January 26, 2010, Agenda Item 3.32, the Riverside County Department of Mental Health (RCDMH) determined there was a need to acquire competitive proposals from various vendors to provide early intervention services for depression in older adults, which was identified in the MHSA PEI Plan as a highly requested and needed service for the constituents in the County of Riverside. (Continued on Page 2)

JW:RB

Jerry Wengard

Jerry Wengard, Director
Department of Mental Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 211,449	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: 100% State	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
 Purchasing: *Billy Comett*
 Billy Comett, Purchasing Manager
 Departmental Concurrence
 Department of Mental Health
 Policy Policy
 Consent Consent
 Dept's Recomm.:
 Per Exec. Ofc.:

3.42

SUBJECT: Approve Agreements with Mental Health Services Act (MHSA) Providers for Prevention and Early Intervention services.

BACKGROUND: (Cont'd)

As a result, on March 11, 2010, RCDMH, through the Riverside County Purchasing Department, issued Request for Proposal (RFP) # MHARC-058, Early Intervention for Depression in Older Adults. The PEI services included countywide outreach, engagement and linkage to older adult populations, with the goal of reducing the duration and reoccurrence of depression through evidence based practices.

The RFP was issued to over 700 individuals, organizations and agencies representing traditional and non-traditional service providers throughout California, and was also advertised on the Riverside County Purchasing Department's website. Subsequently, on April 14, 2010, five (5) competitive proposals/bids were received to provide Early Intervention for Depression in Older Adults. These bids were evaluated by a non-stakeholder, professional team comprised of five (5) employees/personnel from the RCDMH. After careful consideration and evaluation, and in accordance with the Riverside County Purchasing Department's policy, it was determined that three of the five bids submitted were the most responsive to all components of the RFP. Therefore, the RCDMH requests that the Board of Supervisors approve and sign the three (3) agreement contracts awarded to Catholic Charities, Family Services of the Desert, and Golden Rainbow Center to provide Early Intervention PEI services for FY 2010/2011.

PERIOD OF PERFORMANCE:

These agreements will be effective from the date of approval by the Riverside County Board of Supervisors through June 30, 2011, and may be renewed annually for up to four (4) additional years, subject to the availability of applicable State funds.

FINANCIAL IMPACT:

The agreement amounts for the three successful bidders to provide PEI services are as follows: Catholic Charities' FY 2010/2011 contract amount will be \$140,545; Family Services of the Desert's FY 2010/2011 contract amount will be \$16,917; and Golden Rainbow Center's FY 2010/2011 contract amount will be \$53,987. There are sufficient funds in the Department's MHSA PEI FY 2010/2011 budget for the provision of all three service contract agreements. No additional County funds are required.

PRICE REASONABLENESS:

The cost proposals from the three successful bidders/PEI service providers were the lowest cost proposals received by the RCDMH during the RFP process.

JUSTIFICATION FOR DELAY:

RCDMH recently received all signed contract agreements back from all providers, and is now prepared to go to the Board of Supervisors for approval.

COUNTY OF RIVERSIDE
DEPARTMENT OF MENTAL HEALTH

MHSA



This agreement is made and entered into by and between the County of Riverside, a political subdivision of the state of California, hereinafter referred to as COUNTY and Catholic Charities San Bernardino/Riverside, hereinafter referred to as CONTRACTOR.

PREAMBLE

WHEREAS, California voters approved Proposition 63 during the November 2004 General Election. Proposition 63, the Mental Health Services Act [hereinafter "MHSA"], became effective on January 1, 2005. Through imposition of a 1% tax on personal income in excess of \$1 million, the MHSA provides the opportunity for the State Department of Mental Health [hereinafter also "DMH" and "the state"] to provide increased funding, personnel and other resources to support county mental health programs and monitor progress toward statewide goals for children/youth, adults, older adults and families.

WHEREAS, components of the MHSA Integrated Expenditure Plan will include elements required by W&I Code Section 5847 and related regulations.

WHEREAS, the COUNTY desires to extend to the residents of Riverside County certain mental health services contemplated and authorized by the MHSA, California Welfare and Institutions Code (WIC) Section 5600 et seq., and Government Code Section 26227 et seq., California Code of Regulations, Title 9, Division 1, and Title 22, which the CONTRACTOR is equipped, staffed and prepared to provide; and

WHEREAS, the COUNTY believes that it is in the best interest of the people of Riverside County to provide these services by contract; and

WHEREAS, these services as described in Exhibit A attached hereto, shall be provided by CONTRACTOR in accordance with the applicable Federal, State and local laws, codes and policies contained in, but not limited to, Exhibit B attached hereto.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto mutually agree, as provided on pages 1 through 34 and Exhibits A, B, and C attached hereto and incorporated herein.

CONTRACTOR

COUNTY

By: Ken F. Sawa

By: _____

Marion Ashley, Chairman, Board of Supervisors

Ken F. Sawa

Date: _____

Print Name

Date: 11/15/10

Attest

By: _____

Kecia Harper-Ihem, Clerk of the Board

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I

DESCRIPTION OF SERVICES:

CONTRACTOR agrees to provide services in the form as described in Exhibit A, attached hereto and by reference incorporated herein.

II

PERIOD OF PERFORMANCE:

This contract shall be effective on the date of execution, and continue in effect through June 30, 2011. The contract may thereafter be renewed annually, up to an additional four (4) years, subject to the availability of funds.

III

REIMBURSEMENT AND PAYMENT:

A. In consideration of services provided by CONTRACTOR, COUNTY shall reimburse CONTRACTOR in the amount and manner described in Exhibit C, attached hereto and by this reference incorporated herein.

B. All HIPAA covered healthcare providers must obtain an NPI. Provider site NPIs must be submitted to the Riverside County Department of Mental Health (RCDMH) Information Services Unit prior to rendering services to clients. Contractors providing Medi-Cal billable services must also submit rendering (individual) provider NPIs to RCDMH Information Services Unit for each staff member providing Medi-Cal billable services. Contractor reimbursement will not be processed unless NPIs are on file with RCDMH in advance of providing services to clients. It is the responsibility of each contract provider site and individual staff member that bills Medi-Cal to obtain an NPI from the National Plan and Provider Enumeration System (NPPES). Each contract site, as well as every staff member that provides billable services, is responsible for notifying the National Plan & Provider Enumeration System (NPPES) within 30 days of any updates to personal information (worksite address, name changes, taxonomy code changes, etc.).

1 IV

2 PROGRAM SUPERVISION, MONITORING AND REVIEW:

3 Pursuant to Welfare & Institutions Code (WIC), Section 5608, services hereunder shall
4 be provided by CONTRACTOR under the general supervision of the County Director of
5 Mental Health, hereinafter called DIRECTOR, or his authorized designee. CONTRACTOR
6 agrees to extend to DIRECTOR, his designee, the COUNTY Contract Monitoring Team,
7 and to authorized State representatives, the right to review and monitor CONTRACTOR'S
8 facilities, programs, policies, practices, books, records, or procedures at any reasonable
9 time. In exercising the right to review or monitor CONTRACTOR'S administrative, clinical,
10 fiscal and program components, staff, and facility(ies), the COUNTY shall enforce
11 applicable contract provisions and COUNTY policies with regards to threats and violent
12 behavior or harassment in the workplace concerning its employees.

13 If at any point during the duration of this Agreement, the COUNTY determines
14 CONTRACTOR is out of compliance with any provision in this Agreement, the COUNTY
15 may request a plan of correction, after providing the CONTRACTOR with written
16 notification and the basis for the finding of noncompliance. Within thirty (30) days of
17 receiving notification, the CONTRACTOR shall provide a written plan of corrective action
18 addressing the non-compliance.

19 If the COUNTY accepts the CONTRACTOR'S proposed plan of correction, it shall
20 suspend other punitive actions to give the CONTRACTOR the opportunity to come into
21 compliance. If the COUNTY determines CONTRACTOR has failed to implement corrective
22 action, funds may be withheld until compliance is achieved. CONTRACTOR shall
23 cooperate with any such effort by COUNTY including follow-up investigation and interview
24 of witnesses. Failure to cooperate or take corrective action as may be indicated by an
25 investigation could result in termination of this Agreement.

26 V

27 STATUS OF CONTRACTOR:

28 This Agreement is by and between the COUNTY and CONTRACTOR and is not
29 intended, and shall not be construed, to create the relationship of agent, servant,

1 employee, partnership, joint venture, or association, as between COUNTY and
2 CONTRACTOR and CONTRACTOR and its employees and agents shall not be entitled to
3 any benefits payable to COUNTY employees. CONTRACTOR is, and shall at all times be
4 deemed to be, an independent contractor and shall be wholly responsible for the manner in
5 which it performs the services required of it by the terms of this Agreement.
6 CONTRACTOR assumes the exclusive responsibility and liability for the acts of its
7 employees or agents as they relate to services to be provided. CONTRACTOR shall bear
8 the sole responsibility and liability for furnishing workers' compensation benefits to any
9 person for injuries arising from or connected with services performed on behalf of COUNTY
10 pursuant to this Agreement. CONTRACTOR certifies that it is aware of the Occupational
11 Safety and Health Administration (OSHA) of the U.S. Department of Labor, the derivative
12 Cal/OSHA standards and laws and regulations relating thereto, and shall comply therewith
13 as to all relative elements under this Agreement. CONTRACTOR is responsible for
14 payment and deduction of all employment-related taxes on CONTRACTORS' behalf and
15 for CONTRACTORS' employees, including but not limited to all Federal and State income
16 taxes and withholdings. COUNTY shall not be required to make any deductions from
17 compensation payable to CONTRACTOR for these purposes. CONTRACTOR shall
18 indemnify COUNTY against any and all claims that may be made against COUNTY based
19 upon any contention by a third party that an employer-employee relationship exists by
20 reason of this contract; and CONTRACTOR shall indemnify COUNTY for any and all
21 federal or state withholding or retirement payments which COUNTY may be required to
22 make pursuant to federal or state law.

23 A. Contractor shall maintain as appropriate the following:

- 24 1. Articles of Incorporation;
- 25 2. Amendments of Articles;
- 26 3. List of agency's Board of Directors and Advisory Board;
- 27 4. A resolution indicating who is empowered to sign all contract documents
28 pertaining to the agency;
- 29 5. By-laws and minutes of Board meetings;

VI

ADMINISTRATIVE CHANGE IN STATUS:

A. If, during the term of the Agreement, there is a change in CONTRACTOR'S status, a detailed description of the change must be submitted to COUNTY in writing at least sixty (60) days prior to the effective date of the change. A change in status is defined as a name change not amounting to a change of ownership, moving a facility's service location within the same region, closing a facility with services being offered in another already existing contracted facility, or change in services offered without an increase to the contract maximum. Other changes to the contract may result in a more formal contract amendment. Involuntary changes of status due to disasters should be reported to the COUNTY as soon as possible.

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).

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.

VII

DELEGATION AND ASSIGNMENT:

CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in writing by DIRECTOR (or his designee), meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provisions that DIRECTOR (or his designee) may require. No

1 subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY
2 pursuant to this Agreement.

3 CONTRACTOR may not assign the rights hereunder, either in whole or in part, without
4 the prior written consent of COUNTY. Any attempted assignment or delegation in
5 derogation of this paragraph shall be void. Any change in the corporate or business
6 structure of CONTRACTOR, such as a change in ownership or majority ownership change
7 resulting in a change to the Federal Tax Id, shall be deemed an assignment for purposes of
8 this paragraph.

9 VIII

10 ALTERATION:

11 No alteration or variation of the terms of this Agreement shall be valid unless made in
12 writing and signed by the parties hereto, and no verbal understanding or Agreement not
13 incorporated herein, shall be binding on any of the parties hereto.

14 IX

15 LICENSE(S)/CERTIFICATION(S):

16 CONTRACTOR warrants that it has all necessary licenses, permits, approvals,
17 certifications, waivers and exemptions necessary to provide services hereunder and
18 required by the laws or regulations of the United States, State of California, the COUNTY
19 OF RIVERSIDE and all other appropriate governmental agencies, and agrees to maintain
20 these throughout the term of this Agreement. Examples of license(s)/certifications include;
21 Fire clearance and zoning permit; business license, community care license and/or Medi-
22 Cal certification as appropriate. CONTRACTOR shall notify DIRECTOR, or his designee,
23 immediately and in writing of its inability to maintain, irrespective of the tendency of an
24 appeal, such licenses, permits, approvals, certifications, waivers or exemptions

25 X

26 INDEMNIFICATION:

27 CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special
28 Districts, and Departments of the County of Riverside, the State of California, their
29 respective directors, officers, Board of Supervisors, employees, agents, elected and

1 appointed officials and representatives from any liability whatsoever, based or asserted
2 upon services of CONTRACTOR, its agents, employees, or subcontractors, arising out of
3 or in anyway relating to this Agreement, for property damage, bodily injury, or death or any
4 other element of damage of any kind or nature resulting from any acts or failure to act or
5 omission on the part of the CONTRACTOR, its directors, officers, agents, employees or
6 subcontractors hereunder, and CONTRACTOR shall defend, at its sole expense, including
7 but not limited to attorney fees, all Agencies, Districts, Special Districts, and Departments
8 of the County of Riverside, the State of California, their respective directors, officers, Board
9 of Supervisors, employees, agents, elected and appointed officials and representatives and
10 in any legal claim or action based upon such alleged acts, failure to act or omissions.

11 XI

12 INSURANCE:

13 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold
14 harmless the County of Riverside and the State of California, CONTRACTOR shall procure
15 and maintain or cause to be maintained, at its sole cost and expense, the following
16 insurance coverages during the term of this Agreement.

17 A. Workers' Compensation: If CONTRACTOR has employees as defined by the State
18 of California, CONTRACTOR shall maintain Workers' Compensation Insurance (Coverage
19 A) as prescribed by the laws of the State of California. Policy shall include Employers'
20 Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000
21 per person per accident. Policy shall be endorsed to waive subrogation in favor of the
22 County of Riverside; and, if applicable, to provide a Borrowed Servant/Alternate Employer
23 Endorsement.

24 B. Commercial General Liability: Commercial General Liability insurance coverage,
25 including but not limited to, premises liability, contractual liability, completed operations,
26 personal and advertising injury covering claims which may arise from or out of
27 CONTRACTOR'S performance of its obligations hereunder, whether such operations, use
28 or performance by CONTRACTOR, and, including but not limited to, any subcontractor,
29 vendor, or anyone employed directly or indirectly by them or volunteers serving either of

1 them. Policy shall name all Agencies, Districts, Special Districts, and Departments of the
2 County of Riverside, the State of California, their respective directors, officers, Board of
3 Supervisors, employees, elected and appointed officials, agents or representatives as
4 Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per
5 occurrence combined single limit. If such insurance contains a general aggregate limit, it
6 shall apply separately to this agreement or be no less than two (2) times the occurrence
7 limit.

8 C. Vehicle Liability: If CONTRACTOR uses any vehicles or mobile equipment in the
9 performance of the obligations under this Agreement, CONTRACTOR shall maintain
10 liability insurance for all owned, non-owned or hired vehicles in an amount not less than
11 \$1,000,000 per occurrence combined single limit. If such insurance contains a general
12 aggregate limit, it shall apply separately to this agreement or be no less than two (2) times
13 the occurrence limit. Policy shall name, all Agencies, Districts, Special Districts, and
14 Departments of the County of Riverside, the State of California, their respective directors,
15 officers, Board of Supervisors, employees, elected and appointed officials, agents or
16 representatives as Additional Insureds.

17 D. Professional Liability: CONTRACTOR shall maintain Professional Liability Insurance
18 providing coverage for performance of work included within this Agreement, with a limit of
19 liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If
20 CONTRACTOR'S Professional Liability Insurance is written on a 'claims made' basis rather
21 than on an 'occurrence' basis, such insurance shall continue through the term of this
22 Agreement. Upon termination of this Agreement or the expiration or cancellation of the
23 claims made insurance policy, CONTRACTOR shall purchase at his sole expense either 1)
24 an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates
25 Coverage from a new insurer with a retroactive date back to the date of, or prior to, the
26 inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that
27 CONTRACTOR has maintained continuous coverage with the same or original insurer.
28 Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years
29 beyond the termination of this Agreement.

1 E. General Insurance Provisions - All lines:

2 1. Any insurance carrier providing insurance coverage hereunder shall be
3 admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII
4 (A: 8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If
5 the County's Risk Manager waives a requirement for a particular insurer such waiver is only
6 valid for that specific insurer and only for one policy term.

7 2. The CONTRACTOR'S insurance carrier(s) must declare its insurance
8 deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed
9 \$500,000 per occurrence such deductibles and/or retentions shall have the prior written
10 consent of the County Risk Manager before the commencement of operations under this
11 Agreement. Upon notification of deductibles or self insured retentions which are deemed
12 unacceptable to the COUNTY, at the election of the COUNTY'S Risk Manager,
13 CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-
14 insured retentions as respects this Agreement with the COUNTY, or 2) procure a bond
15 which guarantees payment of losses and related investigations, claims administration,
16 defense costs and expenses.

17 3. The CONTRACTOR shall cause their insurance carrier(s) to furnish the
18 County of Riverside with 1) a properly executed original Certificate(s) of Insurance and
19 certified original copies of Endorsements effecting coverage as required herein; or, 2) if
20 requested to do so orally or in writing by the COUNTY Risk Manager, provide original
21 Certified copies of policies including all Endorsements and all attachments thereto, showing
22 such insurance is in full force and effect. Further, said Certificate(s) and policies of
23 insurance shall contain the covenant of the insurance carrier(s) shall provide no less than
24 thirty (30) days written notice be given to the County of Riverside prior to any material
25 modification or cancellation of such insurance. In the event of a material modification or
26 cancellation of coverage, this Agreement shall terminate forthwith, unless the County of
27 Riverside receives, prior to such effective date, another properly executed original
28 Certificate of Insurance and original copies of endorsements or certified original policies,
29 including all endorsements and attachments thereto evidencing coverages and the

1 insurance required herein is in full force and effect. Individual(s) authorized by the
2 insurance carrier to do so on its behalf shall sign the original endorsements for each policy
3 and the Certificate of Insurance. Certificates of insurance and certified original copies of
4 Endorsements effecting coverage as required herein shall be delivered to Riverside County
5 Mental Health Department, P.O. Box 7549, Riverside, CA 92513-7549, Contracts Division.
6 CONTRACTOR shall not commence operations until the County of Riverside has been
7 furnished original Certificate (s) of Insurance and certified original copies of endorsements
8 or policies of insurance including all endorsements and any and all other attachments as
9 required in this Section.

10 4. It is understood and agreed by the parties hereto and the CONTRACTOR'S
11 insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant
12 and shall be construed as primary insurance, and the COUNTY'S insurance and/or
13 deductibles and/or self-insured retentions or self-insured programs shall not be construed
14 as contributory.

15 5. CONTRACTOR shall pass down the insurance obligations contained herein
16 to all tiers of subcontractors working under this Agreement.

17 6. Failure by CONTRACTOR to procure and maintain the required insurance
18 shall constitute a material breach of contract upon which COUNTY may immediately
19 terminate or suspend this Agreement.

20 XII

21 LIMITATION OF COUNTY LIABILITY:

22 Notwithstanding any other provision of this Agreement, the liability of County shall not
23 exceed the amount of funds appropriated in support of this Agreement by the California
24 Legislature.

25 XIII

26 WARRANTY AGAINST CONTINGENT FEES:

27 CONTRACTOR warrants that no person or selling agency has been employed or
28 retained to solicit or secure this Agreement upon any Agreement or understanding for any
29 commission, percentage, brokerage, or contingent fee, expecting bona fide employees or

1 bona fide established commercial or selling agencies maintained by Contractor for the
2 purpose of securing business. For Contractor's breach or violation of this warranty, County
3 may, at its sole discretion, deduct from the Agreement price of consideration, or otherwise
4 recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5 XIV

6 NONDISCRIMINATION:

7 A. Employment:

8 1. Affirmative Action shall be taken to ensure that applicants are employed, and
9 that employees are treated during employment, without regard to their race, religion, color,
10 sex, national origin, age, sexual preference, or physical or mental handicap. Such
11 affirmative action shall include, but not be limited to the following: employment, upgrading,
12 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of
13 pay or other forms of compensation; and selection for training, including apprenticeship.
14 There shall be posted in conspicuous places, available to employees and applicants for
15 employment, notices from DIRECTOR, or his designee, and/or the United States Equal
16 Employment Opportunity Commission setting forth the provisions of this Section.

17 2. All solicitations or advertisements for recruitment of employment placed by or
18 on behalf of CONTRACTOR shall state that all qualified applicants will receive
19 consideration for employment without regard to race, religion, color, sex, national origin,
20 age, sexual preference, or physical or mental handicap.

21 3. Each labor union or representative of workers with which CONTRACTOR has
22 a collective bargaining Agreement or other contract or understanding must post a notice
23 advising the labor union or workers' representative of the commitments under this
24 Nondiscrimination Section and shall post copies of the notice in conspicuous places
25 available to employees and applicants for employment.

26 4. In the event of noncompliance with this section or as otherwise provided by
27 State and Federal law, this Agreement may be terminated or suspended in whole or in part
28 and CONTRACTOR may be declared ineligible from further contracts involving State funds.
29

1 the applicable Federal Department of Health and Human Services (DHHS) regulations (45
2 CFR 84), and all guidelines and interpretations issued pursuant thereto.

3 XVI

4 REPORTS:

5 A. CONTRACTOR must adhere to Federal, State, and County reporting requirements
6 as mandated by law. The COUNTY shall provide instruction and direction regarding County
7 policies and procedures for meeting requirements.

8 B. CONTRACTOR shall provide the COUNTY with applicable reporting documentation
9 as specified and/or required by the COUNTY, State Department of Mental Health and
10 Federal guidelines. COUNTY may provide additional instructions on reporting
11 requirements.

12 C. CONTRACTOR may participate in the COUNTY'S Management Information System
13 as required by the DIRECTOR, or his designee. CONTRACTOR is required to report
14 program, client and staff data about the CONTRACTOR'S program and services, by the
15 fifth (5th) working day of each month.

16 D. CONTRACTOR shall comply with the State reporting requirements pursuant to the
17 California Code of Regulations, Title 9, section 10561. Upon the occurrence of any of the
18 events listed hereafter, the CONTRACTOR shall make a telephonic report to the State
19 department of licensing staff (hereinafter "State") within one (1) working day. The
20 telephonic report is to be followed by a written report to the COUNTY within twenty-four
21 (24) hours of the incident and within seven (7) days of the event to the State. If a report to
22 local authorities exists which meets the requirements cited, a copy of such a report will
23 suffice for the written report required by the State.

24 1. Events reported shall include:

- 25 a. Death of any resident from any cause
26 b. Any facility related injury of any resident which requires medical treatment
27 c. All cases of communicable disease reportable under Section 2502 of Title 17,
28 California Code of Regulations shall be reported to the local health officer in
29 addition to the State

- d. Poisonings
- e. Catastrophes such as flooding, tornado, earthquake or any other natural disaster
- f. Fires or explosions which occur in or on the premises

2. Information provided shall include the following:

- a. Residents' name, age, sex, and date of admission
- b. Date, time and nature of the event
- c. Attending physician's name, findings and treatment, if any.
- d. The items below shall be reported to the State within ten (10) working days following the occurrence.
 - i. The organizational changes specified in Section 10531(a) of this subchapter
 - ii. Any change in the licensee's or applicants mailing address

3. Any change of the administrator of the facility. Such notification shall include the new administrator's name, address and qualifications

E. COUNTY reserves the right to perform further investigation(s) of any and all adverse incidents as outlined in subparagraph d above at their discretion, and based on the outcome of the adverse incident investigation; we may suspend referrals or terminate CONTRACTOR contract until COUNTY receives corrective action.

XVII

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

CONTRACTOR is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. CONTRACTOR hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law.

1 XVIII

2 CONFIDENTIALITY OF CLIENT INFORMATION:

3 CONTRACTOR shall maintain the confidentiality of all client identifying information
4 contained in records, including but not limited to patient/client records/charts, billing
5 records, research and client identifying reports, and the COUNTY'S client management
6 information system (SPUDS) in accordance with WIC Sections 14100.2 and 5328 et seq,
7 Title 42 Code of Federal Regulations, Section 431.300 et seq., Section 1320 D et seq, of
8 Title 42, United States Code and it's impending regulations (including but not limited to Title
9 45, CFR, Parts 142, 160, 162, 164) and all other applicable current or future COUNTY,
10 State and Federal laws, regulations, ordinances and directives relating to confidentiality
11 and security of client records and information.

12 A. The CONTRACTOR shall protect from unauthorized disclosure, confidential client
13 identifying information obtained or generated in the course of providing services pursuant to
14 this contract except for non-identifying statistical information. The CONTRACTOR shall not
15 use identifying information for any purpose other than carrying out the CONTRACTOR'S
16 obligations under this contract

17 B. The CONTRACTOR shall not disclose confidential client identifying information
18 except as authorized by client, clients' legal representative or as permitted by Federal or
19 State law, to anyone other than the COUNTY or State without prior valid authorization from
20 the client or clients' legal representative in accordance with State and Federal laws. Any
21 disclosures made shall be logged and the log maintained in accordance with State and
22 Federal law.

23 C. If CONTRACTOR receives any requests by subpoena, from attorneys, insurers or
24 beneficiaries for copies of bills, CONTRACTOR will provide the COUNTY with a copy of
25 any document released as a result of such request, and will provide the name, address and
26 telephone number of the requesting party.

27 D. For purposes of the above paragraphs, identifying information is considered to be
28 any information that reasonably identifies an individual and their past, present, or future
29 physical or mental health or condition. This includes, but is not limited to, any combination

1 of the person's name, address, Social Security Number, date of birth, identifying number,
2 symbol, or other identifying particular assigned to the individual, such as finger or voice
3 print, or photograph.

4 E. Notification of Electronic Breach or Improper Disclosure: During the term of this
5 Agreement, CONTRACTOR shall notify COUNTY, immediately upon discovery of any
6 breach of Medi-Cal Protected Health Information (PHI) and/or data, where the information
7 and/or data is reasonably believed to have been acquired by an unauthorized person.
8 Immediate notification shall be made to the COUNTY Mental Health Compliance Officer
9 within two business days of discovery at (800) 413-9990. The CONTRACTOR shall take
10 prompt corrective action to cure any deficiencies and any action pertaining to such
11 unauthorized disclosure required by applicable Federal and State Laws and regulations.
12 The CONTRACTOR shall investigate such breach and provide a written report of the
13 investigation to the COUNTY Mental Health Compliance Officer, postmarked within thirty
14 (30) working days of the discovery of the breach to the address below.

15 Mental Health Compliance Officer
16 Riverside County Department of Mental Health
17 P.O. Box 7549
18 Riverside, CA 92513

19 F. Safeguards: The CONTRACTOR shall implement administrative, physical, and
20 technical safeguards that reasonably and appropriately protect the confidentiality, integrity,
21 and availability of the protected health information, included electronic PHI, that it creates,
22 receives, maintains, or transmits on behalf of COUNTY; and to prevent use or disclosure of
23 PHI other than as provided for by this Agreement. CONTRACTOR shall develop and
24 maintain a written information privacy and security program that includes administrative,
25 technical and physical safeguards appropriate to the size and complexity of the
26 CONTRACTOR's operations and the nature and scope of its activities. CONTRACTOR
27 shall provide COUNTY with information concerning such safeguards as COUNTY may
28 reasonably requests from time to time.

1 G. The CONTRACTOR shall implement strong access controls and other security
2 safeguards and precautions as noted in the following to restrict logical and physical access
3 to confidential, personal (e.g., PHI) or sensitive data to authorized users only. The
4 CONTRACTOR shall enforce the following administrative and technical password controls
5 on all systems used to process or store confidential, personal, or sensitive data:

6 1. Passwords must not be:

- 7 a. Shared or written down where they are accessible or recognizable by anyone
- 8 else, such as taped to computer screens, stored under keyboards, or visible in a
- 9 work area
- 10 b. shared dictionary word
- 11 c. Stored in clear text

12 2. Passwords must be:

- 13 a. 8 characters or more in length
- 14 b. changed every 90 days
- 15 c. changed immediately if revealed or compromised
- 16 d. composed of characteristics from at least three of the following four groups from
- 17 the standard keyboard:

- 18 i. Upper Case letter (A-Z);
- 19 ii. Lower case letters (a-z);
- 20 iii. Arabic numerals (0 through 9); and
- 21 iv. Non-alphanumeric characters (punctuation symbols)
- 22 v. The CONTRACTOR shall implement the following security controls on each
- 23 workstation or portable computing device (e.g., laptop computer) containing
- 24 confidential, personal, or sensitive data:

- 25 (1) network-based firewall and/or personal firewall
- 26 (2) continuously updated anti-virus software
- 27 (3) Patch management process including installation of all operating
- 28 system/software vendor security patches.

29

1 H. The CONTRACTOR shall utilize a commercial encryption solution that has received
2 FIPS 140 -2 validation to encrypt all confidential. Personal, or sensitive data stored on
3 portable electronic media (including, but not limited to, CDs and thumb drives) and on
4 portable computing devises (including, but not limited to, laptop and notebook computers).

5 I. The CONTRACTOR shall not transmit confidential, personal, or sensitive data via-e-
6 mail or other internet transport protocol unless the data is encrypted by a solution that has
7 been validated by the National Institute of Standards and Technology (NIST) as conforming
8 to the Advanced Encryption Standard (AES) Algorithm.

9 1. Mitigation of Harmful Effects. The CONTRACTOR shall mitigate, to the extent
10 practicable, any harmful effect that is known to CONTRACTOR of a use or
11 disclosure of PHI by CONTRACTOR or its subcontractors in violation of the
12 requirements of these Provisions.

13 2. The CONTRACTOR shall protect from unauthorized disclosure, confidential
14 client identifying information obtained or generated in the course of providing services
15 pursuant to this contract except for non-identifying statistical information. The
16 CONTRACTOR shall not use identifying information for any purpose other than carrying out
17 the CONTRACTOR'S obligations under this contract.

18 3. Disclaimer: COUNTY makes no warranty or representation that compliance by
19 CONTRACTOR with these Provisions, HIPAA or HIPAA regulations will be adequate or
20 satisfactory for CONTRACTOR's own purposes or that any information in CONTRACTOR's
21 possession or control, or transmitted or received by CONTRACTOR, is or will be secure
22 from unauthorized use or disclosure. CONTRACTOR is solely responsible for all decisions
23 made by CONTRACTOR regarding the safeguarding of PHI.

24 J. Interpretation: The terms and conditions in these Provisions shall be interpreted as
25 broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and
26 applicable State laws. The parties agree that any ambiguity in the terms and conditions of
27 these Provisions shall be resolved in favor of a meaning that complies and is consistent
28 with HIPAA and the HIPAA regulations.

1 K. CONTRACTOR shall require all its officers, employees, associates, and agents
2 providing services hereunder to acknowledge, in writing, understanding of and Agreement
3 to comply with said confidentiality provisions.

4 XIX

5 RECORDS:

6 All records shall be available for inspection by the designated auditors of COUNTY,
7 State Department of Mental Health, State Department of Justice, State Department of
8 Health Services, U.S. Department of Health and Human Services and the U.S Office of the
9 Inspector General at reasonable times during normal business hours. Records include, but
10 are not limited to all physical and electronic records originated or prepared pursuant to the
11 performance under this contract including, but not limited to, working papers, reports,
12 financial records or books of account, medical records, prescription files, subcontracts, any
13 and other documentation pertaining to medical and non-medical services for clients. Upon
14 request, at any time during the period of this contract, the CONTRACTOR will furnish any
15 such record or copy thereof, to the COUNTY. CONTRACTOR shall be subject to the
16 examination and audit of the Office of the Inspector General for a period of three (3) years
17 after final payment under contract.

18 A. Medical Records. CONTRACTOR shall adhere to the licensing authority, the State
19 Department of Social Services, the State Department of Mental Health and Medi-Cal
20 documentation standards, as applicable. CONTRACTOR shall maintain adequate medical
21 records on each individual client which includes at a minimum, a client care plan, diagnostic
22 procedures, evaluation studies, problems to be addressed, medications provided, and
23 records of service provided by the various personnel in sufficient detail to make possible an
24 evaluation of services, including records of client interviews and progress notes.

25 B. Financial Records. CONTRACTOR shall maintain complete financial records that
26 clearly reflect the cost of each type of service for which payment is claimed. Any
27 apportionment of costs shall be made in accordance with generally accepted accounting
28 principles and shall evidence proper audit trails reflecting the true cost of the services
29 rendered. Allowable costs shall be those costs defined in Centers for Medicare and

1 Medicaid Services Manual (CMS 15-1). Statistical data shall be kept and reports made as
2 required by the DIRECTOR, or his designee, and the State of California. All such records
3 shall be available for inspection by the designated auditors of COUNTY or State at
4 reasonable times during normal business hours.

5 C. Financial Record Retention. Appropriate financial records shall be maintained and
6 retained by CONTRACTOR for at least five (5) years or, in the event of an audit exception
7 and appeal, until the audit finding is resolved, whichever is later.

8 D. Patient/Client Record Retention. Patient/Client records shall be maintained and
9 retained by CONTRACTOR for a minimum of seven (7) years following discharge of the
10 client. Records of minors shall be kept for seven (7) years after such minor has reached
11 the age of eighteen years. Thereafter, the client file is retained for seven (7) years after the
12 client has been discharged from services.

13 E. Shared Records/Information. CONTRACTOR and COUNTY shall maintain a
14 reciprocal shared record and information policy, which allows for sharing of client records
15 and information between CONTRACTOR and COUNTY. Either COUNTY or
16 CONTRACTOR shall not release these client records or information to a third party without
17 a valid authorization.

18 F. Property of client records. COUNTY is the owner of all patient care/client records. In
19 the event that the contract is terminated, the CONTRACTOR is required to prepare and box
20 the client medical records so that they can be archived by the County, according to
21 procedures developed by the County. The COUNTY is responsible for taking possession
22 of the records and storing them according to regulatory requirements. The COUNTY is
23 required to provide the CONTRACTOR with a copy of any medical record that is requested
24 by the CONTRACTOR, as required by regulations, at no cost to the CONTRACTOR, and in
25 a timely manner.

26 XX

27 STAFFING:

28 CONTRACTOR shall comply with the staffing expectations as required by state
29 licensing requirements and as may be additionally described in Exhibit A. Such personnel

1 shall be qualified, holding appropriate license(s)/certificate(s) for the services provided in
2 accordance with the WIC Section 5751.2, the requirements set forth in Title 9 of the
3 California Code of Regulations (CCR), the Business and Professions Code, State
4 Department of Mental Health policy letters, and any amendments thereto. CONTRACTOR
5 shall maintain specific job descriptions/duty statements for each position describing the
6 assigned duties, reporting relationship, and shall provide sufficient detail to serve as the
7 basis for an annual performance evaluation. Furthermore, CONTRACTOR acknowledges
8 all its officers; employees, associates, and agents providing services hereunder are eligible
9 for reimbursement for said services by their exclusion from the Federal "List of Excluded
10 Parties" registry.

11 A. During the term of this Agreement, CONTRACTOR shall maintain and shall provide
12 upon request to authorized representatives of COUNTY, the following:

13 1. A list of persons who are providing services hereunder by name, title,
14 professional degree, licensure, experience, credentials, Cardiopulmonary Resuscitation
15 training, First Aid training, languages spoken, Race/Ethnicity with an option to select "Prefer
16 Not to Say" and any other information deemed necessary by the Director or designee.

17 2. Personnel policies and procedures;

18 a. Personnel file for each staff member (including subcontractors, as approved
19 by COUNTY and volunteers) that includes at minimum the following:

20 b. Resume/application, proof of current licensure, certification, registration;

21 c. List of Training;

22 d. Annual job performance evaluation; and,

23 e. Personnel action document for each change in status of the employee.

24 B. CONTRACTOR shall provide an initial orientation to the program, program goals,
25 policy and procedure review, emergency procedures and treatment services.

26 C. CONTRACTOR shall institute and maintain an in-service training program of
27 treatment review and case conferences in which professional and other appropriate
28 personnel shall participate.

29

1 D. CONTRACTOR shall have appropriate staff trained and/or certified in CPR, First
2 Aid, Emergency/Disaster Planning, non-violent crisis intervention, de-escalation of agitation
3 and potential violence, and procedures to protect both staff and the clients from violent
4 behavior.

5 E. Training plans shall be documented and discussed with staff. Continuing
6 development of staff expertise shall be encouraged.

7 F. The CONTRACTOR recognizes the importance of child and family support
8 obligations and shall fully comply with all applicable State and Federal laws relating to child
9 and family support enforcement, including, but not limited to, disclosure of information and
10 compliance with earnings assignment orders, as provided in Chapter 8, commencing with
11 Section 5200, of Part 5 of Division 9 of the Family Code.

12 G. In accordance with section 6032 of the Deficit Reduction Act of 2005, Contractor
13 shall establish and disseminate written policies for all employees that include detailed
14 information about the False Claims Act and the other provisions named in section
15 1902(a)(68)(A). Included in these written policies shall be detailed information about
16 contractor's policies and procedures for detecting and preventing fraud, waste, and abuse
17 in federal, state and local health care programs. Contractor shall also include in any
18 employee handbook a specific discussion of the laws described in the written policies, the
19 rights of employees to be protected as whistleblowers, and a specific discussion of
20 Contractor's policies and procedures for detecting and preventing fraud, waste and abuse.

21 H. CONTRACTOR shall follow all Federal, State and County policies, laws and
22 regulations regarding Staffing and/or Employee compensation. All payments or
23 compensation made to CONTRACTOR Staff, Personnel and/or Employees in association
24 with the fulfillment of this agreement shall be made by means of Staff, Personnel and/or
25 Employee Certified Payroll or other auditable documentation justifying the payment or
26 compensation.

CULTURAL COMPETENCY:

CONTRACTOR shall provide services pursuant to this Agreement in a culturally competent manner by recruiting, hiring and maintaining staff that can deliver services in the manner specified to the diverse multi-cultural population served under this Agreement.

CONTRACTOR shall provide multi-cultural services in a language appropriate and culturally sensitive manner, in a setting accessible to diverse communities. Multi-cultural diversity includes, but is not limited to, ethnicity, age, sexual preference, gender and persons who are physically challenged. CONTRACTOR shall document its efforts to provide multi-cultural services in the manner specified. Documentation may include, but not be limited to, the following: records in personnel files attesting to efforts made in recruitment and hiring practices; participation in COUNTY sponsored and other cultural competency training; the availability of literature in multiple languages/formats as appropriate; and identification of measures taken to enhance accessibility for, and sensitivity to, physically challenged individuals.

A. CONTRACTOR shall demonstrate program access; linguistically appropriate and timely mental health service delivery; staff training; and organizational policies and procedures related to the treatment of culturally diverse populations. CONTRACTOR shall perform specific outcome studies, on-site reviews and written reports as requested by COUNTY and made available to the COUNTY upon request. CONTRACTOR shall provide services that are non-discriminatory and that meet the individual needs of the multi-cultural client(s) to be served. CONTRACTOR shall ensure that high quality accessible mental health care includes:

1. Clinical care and therapeutic interventions which are linguistically and culturally appropriate; including, at a minimum, admission, discharge, and medication consent forms available in Spanish.
2. Have a comprehensive management strategy to address culturally and linguistically appropriate services, including strategic goals, plans, policies, procedures, and designated staff responsible for implementation.

1 3. Medically appropriate interventions which acknowledge specific cultural
2 influences.

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

9 Riverside County Department of Mental Health Cultural Competency Program

10 P.O. Box 7549

11 Riverside, California 92513

12 Attention: Cultural Competency Manager

13 Fax: 951-358-4792

14 5. CONTRACTOR agrees to meet with COUNTY'S Cultural Competency
15 Program Manager, as needed by the CONTRACTOR and as coordinated by the
16 COUNTY, to determine and implement cultural competency activities that shall
17 include, but is not limited to, compliance with the cultural competency requirements
18 outlined in Section XXI of this agreement.

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

21 7. CONTRACTOR will be responsible for participating in cultural competency
22 trainings as required by the COUNTY'S Cultural Competency Plan. The following is
23 a partial list of annual cultural competency trainings and topics that may be available
24 through the COUNTY to assist CONTRACTORS with meeting training requirements,
25 though capacity will be limited: Cultural Formulation; Multicultural Knowledge;
26 Cultural Sensitivity; Cultural Awareness; Social/Cultural Diversity; Mental Health
27 Interpreter Training; Training Staff in the use of Mental Health Interpreters; Training
28 in the Use of Interpreters in the Mental Health Setting. In order to attend the
29 COUNTY offered trainings, CONTRACTOR must contact the Cultural Competency

1 Manager at the contact information location in subparagraph 1 of paragraph A. in
2 Section XXI-CULTURAL COMPETENCY.

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

Name of Training Event	Description of Training	How long & how often attended	Attendance by Service Function	No. of Attendees & 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

15 CONTRACTOR training information shall be submitted via facsimile to 951-358-
16 4792 to the attention of the COUNTY Cultural Competency Program Manager on or
17 before June 30 of each fiscal year.

18
19 9. CONTRACTOR is responsible for notifying the COUNTY Cultural
20 Competency Program Manager in writing if the June 30th deadline can not be met.
21 CONTRACTOR will be responsible for requesting an extension from the COUNTY'S
22 Cultural Competency Program Manager. All requests for extensions must be put in
23 writing and mailed or faxed to the COUNTY'S Cultural Competency Program
24 Manager at the contact information listed herein.

25 10. Provide oral and written notices, including translated signage at key points of
26 contact, to clients in their primary language, informing them of their right to receive
27 no-cost interpreter services.

28 B. CONTRACTOR shall cause to be available bilingual professional staff or qualified
29 interpreter to ensure adequate communication between clients and mental health staff.

1 Any individual with limited English language capability or other communicative barriers,
2 shall have equal access to mental health services.

3 1. A qualified interpreter is defined as someone who is fluent in English and in the
4 necessary second language, whom can accurately speak, read and readily interpret
5 the necessary second language and/or accurately sign and read sign language. A
6 qualified interpreter must be able to translate in linguistically appropriate mental health
7 terminology necessary to convey information such as symptoms or instructions to the
8 client in both languages

9 2. A fluently bilingual person, who is not trained in the provision of mental health
10 services, must complete training prior to providing services, which covers terms and
11 concepts associated with mental illness, psychotropic medications, and cultural beliefs
12 and practices which may influence the client's mental health condition.

13 XXII

14 INFORMING MATERIALS

15 A. CONTRACTOR shall provide each client with certain informing materials about
16 client's rights and CONTRACTOR'S processes upon admission and upon request by client.
17 The informing materials include, but may not be limited to; Grievance Process and Appeal
18 Procedures, Advance Medical Directive, Notice of Privacy Practices, voter registration.
19 These informational materials can be found on the COUNTY Department of Mental Health
20 website, as identified in Exhibit B.

21 B. CONTRACTOR shall provide all clients with a Notice of Privacy Practices
22 information brochure or pamphlet during the time of the client's first visit. The
23 CONTRACTOR is subsequently responsible for reissuing the Notice of Privacy Practices
24 information brochure or pamphlet to all clients every three (3) years at a minimum and/or
25 every time the Notice of Privacy Practices information is updated and/or changes

26 XXIII

27 CONFLICT OF INTEREST:

28 CONTRACTOR shall employ no COUNTY employee whose position in COUNTY
29 enables him to influence the award of this Agreement or any competing Agreement, and no

1 spouse or economic dependent of such employee in any capacity herein, or in any other
2 direct or indirect financial interest in this Agreement.

3 XXIV

4 PATIENT RIGHTS:

5 CONTRACTOR shall observe patient rights as provided in the WIC Section 5325 and
6 Title 9 and Title 22, Division 4.5 of the California Code of Regulations (CCR's). Patient
7 Rights information is available on the COUNTY Department of Mental Health website.
8 COUNTY Patients' Rights Advocates will be given access to clients, clients' records, and
9 facility personnel to monitor the CONTRACTOR'S compliance with said statutes and
10 regulations.

11 XXV

12 FAIR HEARING:

13 State and Federal law guarantees beneficiaries a right to a Fair Hearing if services are
14 being denied, terminated, or reduced. CONTRACTOR shall comply with the process
15 established by Federal and State laws and regulations.

16 XXVI

17 WAIVER OF PERFORMANCE:

18 No waiver by COUNTY at any time of any of the provisions of this Agreement shall be
19 deemed or construed as a waiver at any time thereafter of the same or any other provisions
20 contained herein or of the strict and timely performance of such provisions.

21 XXVII

22 FEDERAL AND STATE STATUTES:

23 CONTRACTOR shall adhere to Title XXII of the Social Security Act and comply with all
24 other applicable Federal and State statutes and regulations, including but not limited to
25 laws and regulations listed in Exhibit B.

26 XXVIII

27 DRUG-FREE WORKPLACE CERTIFICATION:

28 By signing this contract, the CONTRACTOR hereby certifies under penalty of perjury
29 under the laws of the State of California that the CONTRACTOR will comply with the

1 requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et
2 seq.) and will provide a drug-free workplace doing all of the following.

3 A. Publish a statement notifying employees that unlawful manufacture, distribution,
4 dispensation, possession, or use of controlled substances is prohibited and specifying
5 actions to be taken against employees for violations, as required by Government Code
6 Section 8355 (a).

7 B. Establish a Drug-Free Awareness Program as required by Government Code
8 Section 8355 (a) to inform employees about all of the following:

- 9 1. The dangers of drug abuse in the workplace
- 10 2. The CONTRACTOR'S policy of maintaining a drug-free workplace.
- 11 3. Any available counseling, rehabilitation, and employee assistance programs
12 and
- 13 4. Penalties that may be imposed upon employees for drug abuse violations.

14 C. Provide as required by Government Code Section 8355 (a) that every employee
15 who works on the proposed contract:

- 16 1. Will receive a copy of the CONTRACTOR'S drug-free policy statement, and
- 17 2. Will agree to abide by the terms of the CONTRACTOR'S statement as a
18 condition of employment on the contract.

19 D. Failure to comply with these requirements may result in suspension of payments
20 under the contract or termination of the contract or both and the CONTRACTOR may be
21 ineligible for award of future State contracts if the COUNTY determines that any of the
22 following has occurred:

- 23 1. The CONTRACTOR has made a false certification or,
- 24 2. Violates the certification by failing to carry out the requirements as noted
25 above.

26 XXIX

27 TERMINATION PROVISIONS:

28 A. Either party may terminate this Agreement without cause, upon sixty (60) days
29 written notice served upon the other party.

1 B. The COUNTY may terminate this Agreement upon thirty (30) days written notice
2 served upon the CONTRACTOR if sufficient funds are not available for continuation of
3 services.

4 C. The COUNTY reserves the right, to terminate the contract without warning at the
5 discretion of the Director or designee, when CONTRACTOR has been accused and/or
6 found to be in violation of any County, State, or Federal laws and regulations.

7 D. The COUNTY may terminate this Agreement with (30) days written notice due to a
8 change in status, or delegation, assignment or alteration of the Agreement.

9 E. The COUNTY may terminate this Agreement immediately if, in the opinion of the
10 Director of Mental Health, CONTRACTOR fails to provide for the health and safety of
11 patients served under this contract. In the event of such termination, the COUNTY may
12 proceed with the work in any manner deemed proper to the COUNTY.

13 F. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY
14 may take one or more of the following actions as appropriate:

- 15 1. Temporarily withhold payments pending correction of the deficiency.
- 16 2. Disallow (that is deny funds) for all or part of the cost or activity not in
17 compliance.
- 18 3. Wholly or partially suspend or terminate the Agreement and if necessary, request
19 repayment to COUNTY if any disallowance is rendered after audit findings.

20 G. After receipt of the Notice of Termination, pursuant to Paragraphs A, B, C, D, E or F
21 above, or the CONTRACTOR is notified that the Agreement will not be extended beyond
22 the termination date as specified in Section II, PERIOD OF PERFORMANCE.

- 23 1. CONTRACTOR shall:
 - 24 a. Stop all services under this Agreement on the date, and to the extent
25 specified, in the Notice of Termination;
 - 26 b. Continue to provide the same level of care as previously required under the
27 terms of this Agreement until the date of termination;

1 c. If clients are to be transferred to another facility for services, furnish to
2 COUNTY, upon request, all client information and documents deemed necessary
3 by COUNTY to affect an orderly transfer;

4 d. If appropriate, assist COUNTY in effecting the transfer of clients in a manner
5 consistent with the best interest of the clients' welfare;

6 e. Cancel outstanding commitments covering the procurement of materials,
7 supplies, equipment and miscellaneous items. In addition, CONTRACTOR shall
8 exercise all reasonable diligence to accomplish the cancellation of outstanding
9 commitments required by this Agreement, which relate to personal services.
10 With respect to these canceled commitments, the CONTRACTOR agrees to
11 provide a written plan to Director (or his designee within thirty (30) days for
12 settlement of all outstanding liabilities and all claims arising out of such
13 cancellation of commitments. Such plan shall be subject to the approval or
14 ratification of the COUNTY, which approval or ratification shall be final for all
15 purposes of this clause;

16 f. Transfer to COUNTY and deliver in the manner, at the times, and to the extent,
17 if any, as directed by COUNTY, any equipment, records or other documents
18 which, if the Agreement had been completed, would have been required to be
19 furnished to COUNTY; and

20 g. Take such action as may be necessary, or as COUNTY may direct, for the
21 protection and preservation of the equipment, records or other documents,
22 related to this Agreement which is in the possession of CONTRACTOR and in
23 which COUNTY has or may acquire an interest;

24 H. COUNTY shall continue to pay CONTRACTOR at the same rate as previously
25 allowed until the date of termination, as determined by the Notice of Termination. The
26 CONTRACTOR shall submit a termination claim to COUNTY promptly after receipt of a
27 Notice of Termination, or on expiration of this Agreement as specified in Section II,
28 PERIOD OF PERFORMANCE, but in no event, later than sixty (60) days from the effective
29 date thereof, unless an extension, in writing, is granted by the COUNTY.

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

12 J. The rights and remedies of COUNTY provided in this section shall not be exclusive
13 and are in addition to any other rights and remedies provided by law or under this
14 Agreement.

15 XXX

16 DISPUTE:

17 In the event of a dispute between a designee of the DIRECTOR and the
18 CONTRACTOR over the execution of the terms of this Agreement and/or the quality of the
19 client services being rendered, the CONTRACTOR may file a written protest with the
20 appropriate Program/Regional Manager of the COUNTY. CONTRACTOR shall continue
21 with the responsibilities under this agreement during any dispute. The Program/Regional
22 Manager shall respond to the CONTRACTOR in writing within ten (10) working days. If the
23 CONTRACTOR is dissatisfied with the Program/Regional Manager's response the
24 CONTRACTOR may file successive written protests up through the Department of Mental
25 Health's administrative levels of Program Chief, Assistant Director, and (finally)
26 DIRECTOR. Each administrative level shall have twenty (20) working days to respond in
27 writing to the CONTRACTOR. The DIRECTOR'S decision shall be final.

1 XXXI

2 SEVERABILITY:

3 If any provision of this Agreement or application thereof to any person or circumstances
4 shall be declared invalid by a court of competent jurisdiction, or is in contravention of any
5 Federal, State, or COUNTY statute, ordinance, or regulation, the remaining provisions of
6 this Agreement or the application thereof shall not be invalidated thereby and shall remain
7 in full force and effect, and to that extent the provisions of this Agreement are declared
8 severable.

9 XXXII

10 VENUE:

11 Any action at law or in equity brought by either of the parties hereto for the purpose of
12 enforcing a right or rights provided by this Agreement shall be tried in a court of competent
13 jurisdiction in the COUNTY OF RIVERSIDE, CALIFORNIA, and the parties hereby waive all
14 provisions of law providing for a change of venue in such proceedings in any other county.

15 XXXIII

16 NOTICES:

17 All correspondence and notices required or contemplated by this Agreement shall be
18 delivered to the respective parties at the addresses set forth below and are deemed
19 submitted one day after their deposit in the United States mail, postage prepaid:

20
21 COUNTY:

22 County of Riverside
23 Board of Supervisors
24 4080 Lemon Street, 5th floor
Riverside, CA 92501

21 INFORMATIONAL COPY:

22 County of Riverside
23 Department of Mental Health
24 P.O. Box 7549
Riverside, CA 92513-7549

25 CONTRACTOR:

26
27 Catholic Charities San Bernardino/Riverside
28 1450 North "D" Street
San Bernardino, CA 92405
29

1 **EXHIBIT A – SCOPE OF WORK**

2 **CONTRACTOR NAME: CATHOLIC CHARITIES SAN BERNARDINO/RIVERSIDE**
3 **DEPARTMENT I.D.: 4100221241-74720**
4

5 **CONTRACTOR** shall provide the following:

6 **3.1 PROGRAM GOALS AND OBJECTIVES**

7 The primary goals of this program are to reduce the duration and harmful effects of
8 depression and to reduce the re-occurrence of depression within this population through the use
9 of an evidence-based early intervention for older adults in Riverside County. This will result in
10 increased resiliency and development of coping strategies for program participants and reduce the
11 need for ongoing services within the mental health system. The program will be provided in
12 culturally appropriate settings, incorporating the needs of the target population. Activities will be
13 situated in de-stigmatizing locations to increase the likelihood of older adults accessing those
14 activities which will include settings where older adults typically go. The setting(s) for service
15 delivery will not be a traditional mental health setting and will assist participants in feeling comfortable
16 seeking services from staff that are knowledgeable and capable of identifying needs and solutions for
17 older adults.

18 The **CONTRACTOR** is expected to utilize targeted outreach to engage older adults by
19 working within the community and collaborating with community organizations, non-profit
20 organizations, faith-based organizations, and other individuals, groups, and/or services that have
21 the trust of and connection with this population.
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1 **3.2 TARGET POPULATION CRITERIA**

2 The target population to be served is **Older Adults, 60 years and older**, who meet the
3 following criteria:

4 3.2.1 Older adults with a priority to the following unserved and underserved cultural
5 populations:

- 6 a. Lesbian, Gay, Bisexual, Transgender, Questioning;
- 7 b. Deaf/Hard of Hearing;
- 8 c. Hispanic;
- 9 d. African-American;
- 10 e. Native-American; and/or
- 11 f. Asian/Pacific Islander; and,

12 3.2.2 Who are experiencing the **first onset** of depression and meet criteria to receive
13 service through Cognitive Behavioral Therapy for Late Life Depression, an evidence-
14 based practice.

15 **3.3 GEOGRAPHICAL LOCATION OF SERVICES**

16 Services must be provided in the regions within the County of Riverside and in the target
17 communities identified below:

18 **3.3.1 Western Region**

19 The target communities identified for the Western Region are: Eastside Riverside,
20 Rubidoux and Moreno Valley.

21 **3.3.2 Mid-County Region**

22 The target communities identified for the Mid-County Region are: Winchester,
23 Romoland, and

1 San Jacinto.

2 **3.3.3 Desert Region**

3 The target communities identified for the Desert Region are: North Palm Springs and
4 Desert Hot Springs.

5 **3.4 GENERAL PROGRAM REQUIREMENTS**

6 CONTRACTOR is expected to work cooperatively with the Riverside County Department of
7 Mental Health (RCDMH), senior centers, community organizations, non-profit
8 organizations, social service agencies, and local faith-based organizations to address the
9 needs of the population.

10 **3.4.1 Facilities**

- 11 a. Services will be offered in locations that are non-stigmatizing, which may include,
12 but are not limited to, senior centers, faith-based organizations, libraries, and
13 community centers that are located within the targeted communities.
- 14 b. The facility must provide confidential space for individual early intervention
15 therapeutic services.
- 16 c. The facility must be in compliance with any applicable state and local laws and
17 requirements.
- 18 d. The facility must have space to store confidential information in a locked space.

19 **3.4.2 Programs**

- 20 a. *Early Intervention for Depression in Older Adults* will utilize the evidence-based
21 early intervention program Cognitive-Behavioral Therapy (CBT) for Late-Life
22 Depression as described in Section 3.5.1.
- 23 b. The evidence-based practice CBT for Late-Life Depression will be provided by a

1 Mental Health Clinician who possesses a Master's Degree or higher in the
2 mental health field. The Mental Health Clinician will be trained in the CBT and
3 the CBT For Late Life Depression models. Licensed eligible providers are
4 responsible for obtaining clinical supervision that meets the standards set by the
5 Board of Behavioral Sciences in California or the Board of Psychology in
6 California.

7 c. There will be no charge to the program participants.

8 **3.5 PROGRAM DESCRIPTION**

9 CONTRACTOR shall offer an evidence based early intervention service for the Older Adult
10 (60 years +) population in the Western, Mid County and Desert Regions of the County in
11 the targeted communities identified above. Services to this population should be planned
12 and delivered to ensure access to the targeted areas.

13 **3.5.1 General Program Type**

14 **Cognitive-Behavioral Therapy (CBT) for Late-Life Depression** - This program is
15 an evidence based early intervention service that reduces depression and suicide
16 risk in older adults. CBT for Late-Life Depression is an active, directive, time-limited,
17 and structured problem-solving approach program that follows the conceptual model
18 and treatment program developed by Aaron Beck and his colleagues. CBT for Late-
19 Life Depression includes specific modifications for older adults who are being treated
20 clinically in community-based settings. The intervention includes strategies to
21 facilitate learning with this population, such as repeated presentation of information
22 using different modalities, slower rates of presentation, and greater use of practice
23 along with greater use of structure and modeling behavior. Consumers are taught to

1 identify, monitor, and ultimately challenge negative thoughts about themselves or
2 their situations and to develop more adaptive and flexible thoughts. Where
3 appropriate, emphasis is also placed on teaching consumers to monitor and
4 increase pleasant events in their daily lives using behavioral treatment procedures.
5 The intervention consists of up to twenty 50- to 60-minute sessions. CONTRACTOR
6 shall utilize a structured CBT Provider Manual that is received during the formal
7 training and each program participant is given a manual as a part of the intervention.
8 Providers will be trained in this evidence based practice and will demonstrate model
9 adherence in the implementation of the practice.

10 It is expected that services will be offered in each of the three regions in the targeted
11 communities identified. Approximately 60 participants per region per year will
12 receive CBT for Late-Life Depression for a total of approximately 180 participants
13 countywide per year.

14 **3.5.2 Staffing, Responsibilities, Qualifications**

15 CONTRACTOR, shall ensure that the following staffing requirements, which include,
16 but are not limited to the following are met:

- 17 a. Hire staff who are culturally and ethnically representative of the individuals being
18 served.
- 19 b. Ensure the provision of culturally competent services.
- 20 c. Clinical and supervisory staff must attend and satisfactorily complete two initial
21 training(s); 1) Cognitive Behavioral Therapy and 2) CBT for Late-Life Depression
22 which will be coordinated and funded by RCDMH. Each provider participating in
23 the training will receive the CBT Provider Manual and any additional materials

1 required by the trainers.

- 2 d. Provide administrative, supervisory, and clerical support for the program.
- 3 e. Comply with fidelity measures required by the evidence-based practice.
- 4 f. Provide outcome measures to all program participants as described in Section
- 5 3.8.
- 6 g. Ensure that all staff working with individuals receiving service be fingerprinted
- 7 (Live Scan), and pass DOJ and FBI background checks.
- 8 h. Ensure that personnel are competent and qualified to provide the services
- 9 necessary.
- 10 i. Ensure the following job description is filled:

11 Mental Health Clinician:

12 The Mental Health Clinician must possess a Master's Degree or higher in the

13 mental health field, and be licensed or licensed-eligible. If the clinician is

14 licensed-eligible they must be under the supervision of a licensed clinician. The

15 Mental Health Clinician has knowledge/experience of cognitive-behavioral therapy

16 concepts, developmental needs of older adults, screening, assessment, and crisis

17 intervention. The Mental Health Clinician will provide the CBT for Late-Life

18 Depression evidence-based practice per the guidelines of the model after

19 satisfactorily completing the training. The Mental Health Clinician will provide

20 individual, family, and crisis counseling as needed to program participants. The

21 Mental Health Clinician will identify additional mental health needs as they arise

22 and provide appropriate referrals as needed.

23 **3.5.3 Service Delivery Requirements**

1 CONTRACTOR, shall ensure that the following service delivery requirements, which
2 include, but are not limited to the following are met:

- 3 a. Provide the services identified in Section 3.5.1 to Older Adults.
- 4 b. Provide each program participant with a Participant Manual that will be provided
5 by RCDMH.
- 6 c. Provide specific outreach activities that will engage the targeted Older Adult
7 populations.
- 8 d. Collaborative efforts and partnerships are encouraged to meet service delivery
9 requirements.
- 10 e. CONTRACTOR's Mental Health Clinician(s) will participate in monthly meetings
11 coordinated and facilitated by RCDMH related to the implementation of CBT for
12 Late-Life Depression. These meetings are designed to assist in model adherence
13 and in addressing any potential barriers to implementation of the EBP.

14 **3.6 REGULATORY COMPLIANCE**

15 CONTRACTOR shall:

- 16 3.6.1 Comply with any and all Federal, State or local laws and licensing regulations
17 including but not limited to Federal HIPPA regulations and State of California
18 Welfare and Institutions Code Section 5328 regarding confidentiality.
- 19 3.6.2 Participate in the RCDMH annual contract monitoring as well as more frequent
20 program review. Any associated RCDMH Manager, Supervisor, or Case Manager,
21 with proper identification, shall be allowed to enter and inspect the facility.
- 22 3.6.3 Submit monthly documentation to RCDMH as outlined by RCDMH.

1 3.6.4 Maintain at all times appropriate licenses and permits to operate the programs
2 pursuant to State laws and local ordinances.

3 **3.7 DOCUMENTATION OF SERVICES**

4 CONTRACTOR shall maintain appropriate records documenting all of the services
5 provided through the contract. These records shall conform to the requirements of the State
6 Department of Mental Health and the Riverside County Department of Mental Health.

7 These records shall include, but are not limited to:

8 3.7.1 Documentation of individual's participating in the CBT for Late-Life Depression
9 program. This will include individual assessments, contact notes, as well as a plan
10 of care.

11 3.7.2 Documentation of outreach efforts on a monthly basis, which may include but not be
12 limited to date, time, location of outreach activities, e.g. senior centers, and number
13 of individuals reached.

14 3.7.3 Monthly contract report, as outlined by RCDMH, shall be submitted to RCDMH. This
15 monthly report shall summarize contractor activities and program costs.

16 3.7.4 All records maintained by the contractor on behalf of RCDMH are the property of
17 RCDMH.

18 3.7.5 Copies of completed outcome measures.

19 3.7.6 Other requirements may be determined as the Prevention and Early Intervention
20 plan is implemented.

21 3.7.7 Data entry into the County Management Information System.
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1 **3.8 PERFORMANCE OUTCOMES**

2 RCDMH will coordinate with evidence-based practice model guidelines and fidelity
3 measurements to determine the required outcome measures to be utilized and monitored
4 for this project. Outcomes measures will include satisfaction surveys, pre and post
5 questionnaires, as well as formal measures to be given prior to, during, and at the
6 conclusion of CBT for Late Life Depression. CONTRACTOR will also complete required
7 measures to ensure adherence to the evidence based practice. Outcome reporting as
8 assigned by the State Department of Mental Health and the Mental Health Services
9 Oversight and Accountability Commission will be an additional requirement.

10 **3.9 DISASTER PREPAREDNESS**

11 The Contractor shall develop and update contingency plans to continue the delivery of
12 services in the event of a man-made or natural disaster.

13 **3.10 COUNTY SUPPORT AND TECHNICAL ASSISTANCE**

14 RCDMH shall provide technical assistance on an as-needed basis for new program
15 contractors. Such technical assistance typically includes, but is not limited to, orientation to
16 the County's MIS systems, and data entry guidelines; reviewing and interpreting County
17 policies and procedures; providing on-going agency liaison with RCDMH and the
18 Department's other contractors to insure optimal collaborations, etc.

1 EXHIBIT B

2 LAWS, REGULATIONS AND POLICIES

3 Services shall be provided in accordance with policies and procedures as developed
4 by COUNTY and those Federal and State laws, regulations and policies which are
5 applicable to the terms of this AGREEMENT, including but not limited to the following:

6 General Regulations

7 Government Code Section 8350 et. seq. (Drug-Free Workplace Act of 1990)

8 Government Code 26227 (Contracting with County)

9 Adult System of Care

10 California Welfare and Institutions Code Sections 5689 et seq.

11 Case Management/Service Regulations

12 California Code of Regulations, Title 9, Division 1, Chapters 2, 3, 4, 4.5, 9, 11, 12
13 (Rehabilitative and Developmental Services)

14 Welfare and Institutions Code 5610 to 5613 (Client Service Information Reporting)

15 Welfare and Institutions Code 17608.05 (Maintenance of Effort)

16 42 Code of Federal Regulations 438.608 (Program Integrity Requirements)

17 California Welfare & Institutions Code Sections 5600.4 and 5699.4.

18 Charges and Billing (Financial Regulations)

19 California Welfare and Institutions Code 5651(a)(4), 5664, 5705(b)(3), 5718(c) (Cost
20 Reporting)

21 California Welfare and Institutions Code 5704.5 & 5704.6 (Expenditure Requirements)

22 Government Code 8546.7 (Audits)

23 Uniform Method of Determining Ability to Pay, State Dept. of Mental Health.

24 Centers for Medicare and Medicaid Services Manual

1 Child Abuse Reporting/Child Support

2 California Penal Code Sections 11164 – 11174.4 et seq.

3 Family Code, Section 5200 (Child Support)

4 Children System of Care

5 California Welfare and Institutions Code Section 5880 (Children System of Care)

6 Community Care Facilities

7 California Code of Regulations, Title 22, Division 6 (Social Security, Licensing of
8 Community Care Facilities)

9 Community Residential Treatment Program

10 California Welfare & Institutions Code Sections 5150 to 5152, 5600.2 to 5600.9 and 5672
11 to 5699 (Community Treatment)

12 California Welfare & Institutions Code Section 5670 et seq.

13 California Code of Regulations, Title 22, Division 6.

14 Confidentiality

15 California Welfare & Institutions Code Section 5328

16 California Welfare & Institutions Code Section 5330 (Monetary Penalties)

17 45 CFR Parts 160 and 164 (Standards for Privacy of Individually Identifiable Health
18 Information)

19 Elderly and Dependent Adult Abuse Reporting

20 California Welfare & Institutions Code Sections 15600 et seq.

21 Health Care Facilities

22 California Code of Regulations, Title 22, Division 5 (Social Security, Licensing and
23 Certification of Health Facilities, Home Health Agencies, Clinics, and Referral Agencies)

24 Homeless Mentally Disabled

25 McKinney-Vento Homeless Assistance Act, Public Law 101-645 (Homeless Services)

26 California Welfare & Institutions Code Section 5680 et seq.

1 Life Support

2 California Welfare & Institutions Code Section 4075 to 4078

3 DMH Letter 03-04 (Health Care Facility Rates)

4 DMH Letter 86-01 (Life Support Supplemental Rate)

5 Medication Protocol

6 Riverside County Mental Health "Psychotropic Medication Protocols for Children and
7 Adolescents" Publication

8 Riverside County Mental Health "Medication Guidelines" Publication

9 Minors in Health Care Facilities

10 California Welfare & Institutions Code Section 5751.7

11 Negotiated Net Amount and Negotiated Net Agreements

12 California Welfare and Institutions Code Sections 5705 to 5716

13 Non Discrimination

14 Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.)

15 California Fair Employment and Housing Act, Government Code Section 12900 et seq.

16 California Code of Regulations, Title 2, Section 7285 et seq.

17 Section 504 of the Rehabilitation Act of 1973, Public Law 93-112 (Non-Discrimination)

18 Patients Rights

19 California Welfare & Institutions Code Sections 5325 et seq.

20 California Code of Regulations, Title 22, Section 70707

21 Policies

22 California Code of Regulations, Title 9, Section 1810.226 (State Department of Mental
23 Health Policy Letters)

24 Harassment in the Workplace, Board of Supervisors Policy C-25

25 Workplace Violence, Threats and Security, Board of Supervisors Policy C-27

26 County and Departmental policies, as applicable to this Agreement

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Quality Assurance

California Welfare & Institutions Code Section 4070 et seq. (Quality Assurance)

Short-Doyle/Medi-Cal

California Code of Regulations, Title 22, Division 3

California Welfare and Institutions Code Sections 5718-5724 (Reimbursement for Mental Health Services)

Social Rehabilitation Programs

California Code of Regulations, Title 9, Division 1, Chapter 1, Subchapter 3, Article 3.5

Special Education Pupils (AB 3632)

California Welfare & Institutions Code Section 18350 et seq.

California Code of Regulations, Title 2, Division 9, Chapter 1

Voter Registration

National Voter Registration Act of 1993

**EXHIBIT C
REIMBURSEMENT & PAYMENT**

CONTRACTOR NAME: Catholic Charities San Bernardino/Riverside

PROGRAM NAME: Early Intervention for Depression in Older Adults

DEPARTMENT ID: 4100221241/74720/530280

A. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for fiscal year 2010/11 shall be \$140,545 for services provided as described in Exhibit A and for start-up costs associated with implementing this program, subject to availability of Federal, State, and local funds. The Schedule I attached herein specifies funding for Client Services and Start-up.

B. BUDGET:

Schedule I represents the budgetary details pursuant to this Agreement. Schedule I contains the reporting unit (RU) number, mode(s) of service, the service functions, the procedure codes, number of service units, anticipated revenues to be received, maximum obligation and sources of funding, pursuant to this Agreement. Schedule I also includes the amount of start-up funding necessary to get the program implemented.

C. REIMBURSEMENT:

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive monthly reimbursement based upon one-twelfth (1/12th) of the aggregate total for all unit of service procedure codes. CONTRACTOR shall be paid in arrears the 1/12th amount of Contract Client Services provided that services are entered into the COUNTY approved data collection system(s) , no later than the fifth (5th) working day of each month, for the prior month. Late entry of

1 services into the data collection system may result in financial and/or
2 service disallowances.

- 3 2. CONTRACTOR will submit a claim for services monthly on their
4 stationery, which must include at a minimum the CONTRACTOR'S
5 name, invoice mailing address and telephone number, and attach a
6 FINAL SPUDS 952 report identifying the units of service provided for the
7 month being billed and a signed "Certification of Claims and Program
8 Integrity" form (PIF). The summary page of the FINAL SPUDS report
9 and the PIF form must be attached to the invoice. Failure to attach the
10 summary page of the report and the signed PIF, will delay payment until
11 the documents are provided. The claim must be approved and signed
12 by the Director or authorized designee of the CONTRACTOR. Monthly
13 claims shall be submitted to the appropriate Regional
14 Administrator/Manager of the COUNTY'S Department of Mental Health,
15 no later than the tenth (10th) working day of each month.
- 16 3. CONTRACTOR shall submit a claim or claims for previously approved
17 start-up expenditures, not to exceed the amount allocated in the first
18 fiscal year of this grant agreement, as specified on the Schedule I.
- 19 4. Monthly reimbursements may be withheld at the discretion of the
20 Director or designee due to material contract non-compliance, including
21 audit disallowances and/or adjustments or disallowances resulting from
22 the COUNTY Contract Monitoring Review (CMT), the Program
23 Monitoring and/or Cost Report process.
- 24 5. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will
25 be paid by the COUNTY thirty (30) calendar days after the date the
26 invoice is received by the applicable COUNTY Program/Region.
- 27 6. Final year end settlement for services shall be based on allowable units,
28 multiplied by actual allowable cost per unit provided, or the State

1 Maximum Allowed (SMA) rate, or customary charges, whichever is
2 lower, less revenue collected, not to exceed the maximum obligation of
3 the COUNTY as specified herein.

4 **D. START-UP COSTS FOR FURNISHINGS AND EQUIPMENT:**

5 **1. APPROVAL FOR PURCHASE**

6 Any equipment or furnishings are required to be approved by the
7 COUNTY in writing prior to making purchase. Any equipment or
8 furnishings not approved by the COUNTY prior to purchase shall not
9 be reimbursed to the CONTRACTOR by the COUNTY either as a start
10 up or operating cost at any time.

11 **2. OWNERSHIP**

12 Equipment and furnishings purchased through this Agreement are the
13 property of the COUNTY. Procedures provided by the COUNTY for the
14 acquisition, inventory, control and disposition of the equipment and the
15 acquisition and payment for administrative services to such equipment
16 (e.g. office machine repair) are to be followed.

17 **3. INVENTORY**

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

1 COUNTY inventory tags will be issued to the CONTRACTOR, and are
2 to be attached to the item as directed.

3 **4. DISPOSAL**

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

9 **5. CAPITAL ASSETS:**

- 10 a. Capital assets are tangible or intangible assets exceeding \$5,000
11 that benefit an agency more than a single fiscal year. For capital
12 assets approved for purchase by the COUNTY, allowable and non-
13 allowable cost information and depreciation requirements can be
14 found in the Center for Medicare and Medicaid Services (CMS)
15 Publication 15, Provider Reimbursement Manual (PRM) Parts I & II.
16 It is the CONTRACTOR'S responsibility to ensure compliance with
17 these requirements.
- 18 b. Any capital asset that was acquired or improved in whole or in part
19 with funds disbursed under this Agreement, or under any previous
20 Agreement between COUNTY and CONTRACTOR, shall either be,
21 at the election of the COUNTY as determined by the Director or
22 designee: (1) transferred to the COUNTY including all title and
23 legal ownership rights; or (2) disposed of and proceeds paid to
24 COUNTY in a manner that results in COUNTY being reimbursed in
25 the amount of the current fair market value of the real or personal
26 property less any portion of the current value attributable to
27 CONTRACTOR'S out of pocket expenditures using non-county
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1 funds for acquisition of, or improvement to, such real or personal
2 property and less any direct and reasonable costs of disposition.

3 **F. REALLOCATION OF FUNDS:**

- 4 1. No funds allocated for Contract Client Services, may be reallocated to
5 Start-up funding. No funds allocated for one mode of service may be
6 reallocated to another mode of service unless written approval is given
7 by the Regional Administrator/ Manager prior to the end of the fiscal
8 year ending on June 30th. Approval shall not exceed the total maximum
9 obligation for the fiscal year.
- 10 2. In addition, CONTRACTOR may not, under any circumstances and
11 without prior approval and/or written consent from the Regional
12 Administrator/Program Manager and confirmed by the Supervisor of the
13 COUNTY Fiscal Unit, reallocate funds, services, mode of services, and/or
14 procedure codes as designed in the Schedule I that are defined as non-
15 billable by the COUNTY, State or Federal government from or to funds,
16 services, mode of services and/or procedure codes that are defined as
17 billable by the COUNTY, State or Federal governments

18 **G. RECOGNITION OF FINANCIAL SUPPORT:**

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

22 **H. COST REPORT:**

- 23 1. For each fiscal year, or portion thereof, that this Agreement is in effect,
24 CONTRACTOR shall provide to COUNTY two (2) copies for each
25 Reporting Unit (RU) number, an annual Cost Report with an
26 accompanying financial statement and applicable supporting
27 documentation to reconcile to the Cost Report within forty-six (46)
28 calendar days following the end of each fiscal year (June 30), the

1 expiration or termination of the contract, which ever occurs first. The
2 Cost Report shall detail the actual cost of services provided to include
3 staff time accounting. The Cost Report shall be provided in the format
4 and on forms provided by the COUNTY. Final payment to
5 CONTRACTOR shall not be made by COUNTY until receipt of a
6 properly prepared Cost Report and shall not exceed the maximum
7 obligation of this agreement.

- 8 2. CONTRACTOR shall use OMB-circular A-122 to formulate proper cost
9 allocation methods to distribute cost between COUNTY and non-
10 COUNTY programs.
- 11 3. CONTRACTOR shall send one representative to the training held by
12 COUNTY regarding preparation of the year-end Cost Report. The
13 COUNTY will notify CONTRACTOR of the date and time of the training.
14 Attendance at the training is necessary in order to ensure that the Cost
15 Reports are completed appropriately. Failure to attend this training may
16 result in delay of payment. CONTRACTOR is required to report
17 expenditures, revenues, and units by mode and service function code
18 and by maximum obligation type. Detailed instructions on the
19 preparation of the Cost Reports are provided at the training.
- 20 4. CONTRACTOR will be notified in writing by COUNTY, if the Cost
21 Report has not been received within forty-six (46) calendar days after
22 the end of the COUNTY Fiscal year. If the Cost Report is not
23 postmarked in the forty-six (46) calendar day time frame, future
24 monthly reimbursements will be withheld until the COUNTY is in
25 possession of a completed cost report. Future monthly
26 reimbursements will be withheld if the Cost Report contains errors
27 which are not corrected within ten (10) calendar days of written or
28 verbal notification from the COUNTY. Failure to meet any pre-

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approved deadline extensions will immediately result in the withholding of future monthly reimbursements.

- 5. A cost report shall be submitted as required by WIC 5718 (c) and shall include a reconciliation of payments to CONTRACTOR and all revenue received by CONTRACTOR.
- 6. Current and/or future contract service payments to CONTRACTOR will be withheld by the COUNTY until the year-end Cost Report(s) and/or any other previous year cost report(s) are reconciled, settled and signed by CONTRACTOR, and received and approved by the COUNTY.

I. AUDITS:

- 1. CONTRACTOR agrees that any duly authorized representative of the Federal Government, the State or COUNTY shall have the right to audit, inspect, excerpt, copy or transcribe any pertinent records and documentation relating to this Agreement or previous years' Agreement(s).
- 2. 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 years' Agreement(s) may result in contract payment withholding and/or a disallowance to be paid in full upon demand.

- 1 3. If this contract is terminated in accordance with Section XXIX,
2 TERMINATION PROVISIONS, COUNTY, Federal and/or State
3 governments may conduct a final audit of the CONTRACTOR. Final
4 reimbursement to CONTRACTOR by COUNTY shall not be made until
5 all audit results are known and all accounts are reconciled. Revenue
6 collected by CONTRACTOR during this period for services provided
7 under the terms of this Agreement will be regarded as revenue
8 received and deducted as such from the final reimbursement claim.
- 9 4. Any audit exception resulting from an audit conducted by any duly
10 authorized representative of the Federal Government, the State or
11 COUNTY shall be the responsibility of the CONTRACTOR. Any audit
12 disallowance adjustments may be paid in full upon demand or withheld
13 at the discretion of the Director of Mental Health against amounts due
14 under this Agreement or Agreements(s) in subsequent years.

15 **K. BANKRUPTCY:**

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

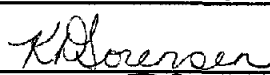
CONTRACT PROVIDER NAME **Catholic Charities San Bernardino/Riverside**


FISCAL YEAR: **2010/2011**

ACTUAL COST (X)	NEGOTIATED NET AMOUNT (X)
DEPT ID/PROGRAM: 4100221241-74720	SYSTEM RU NUMBER:

	Outpatient Mental	Mental Health	Start-Up		TOTAL
TYPE OF MODALITY	Health Services	Outreach			
MODE OF SERVICE:	15	45			
SERVICE FUNCTION:					
PROCEDURE CODES:	310, 360, 440, 520, 410, 420, 400	619, 620			
UNIT MEASUREMENT:	minutes	hours			
NUMBER OF UNITS:	n/a	n/a			0
COST PER UNIT:	n/a	n/a			
GROSS COST:	\$95,813	\$31,938	\$12,795		\$140,545
LESS REVENUES COLLECTED					
BY CONTRACTORS:					
A. PATIENT FEES					0
B. PATIENT INSURANCE					0
C. OTHER					0
TOTAL CONTRACTOR REVENUES					0
MAXIMUM OBLIGATION	\$95,813	\$31,938	\$12,795		\$140,545
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:					%
A. MHSA - PREVENTION AND EARLY INTERVENTIO	\$95,813	\$31,938	\$12,795	\$140,545	100.00%
F. OTHER:					
TOTAL (SOURCES OF FUNDING)	\$95,813	\$31,938	\$12,795	\$140,545	100%

FUNDING SOURCES DOCUMENT: 2010/11 CLIB Net Funding

STAFF ANALYST SIGNATURE: 

FISCAL SERVICES SIGNATURE: 



This agreement is made and entered into by and between the County of Riverside, a political subdivision of the state of California, hereinafter referred to as COUNTY and Golden Rainbow Center, hereinafter referred to as CONTRACTOR.

PREAMBLE

WHEREAS, California voters approved Proposition 63 during the November 2004 General Election. Proposition 63, the Mental Health Services Act [hereinafter "MHSA"], became effective on January 1, 2005. Through imposition of a 1% tax on personal income in excess of \$1 million, the MHSA provides the opportunity for the State Department of Mental Health [hereinafter also "DMH" and "the state"] to provide increased funding, personnel and other resources to support county mental health programs and monitor progress toward statewide goals for children/youth, adults, older adults and families.

WHEREAS, components of the MHSA Integrated Expenditure Plan will include elements required by W&I Code Section 5847 and related regulations.

WHEREAS, the COUNTY desires to extend to the residents of Riverside County certain mental health services contemplated and authorized by the MHSA, California Welfare and Institutions Code (WIC) Section 5600 et seq., and Government Code Section 26227 et seq., California Code of Regulations, Title 9, Division 1, and Title 22, which the CONTRACTOR is equipped, staffed and prepared to provide; and

WHEREAS, the COUNTY believes that it is in the best interest of the people of Riverside County to provide these services by contract; and

WHEREAS, these services as described in Exhibit A attached hereto, shall be provided by CONTRACTOR in accordance with the applicable Federal, State and local laws, codes and policies contained in, but not limited to, Exhibit B attached hereto.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto mutually agree, as provided on pages 1 through 34 and Exhibits A, B, and C attached hereto and incorporated herein.

CONTRACTOR

COUNTY

By: *Randolph F. Lowe*

Randolph F. Lowe
Print Name

Date: 10/29/2010

By: _____
Marion Ashley, Chairman, Board of Supervisors

Date: _____

Attest
By: _____
Kecia Harper-Ihem, Clerk of the Board

James R. Mull 12/2/10
COUNTY CLERK

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I

DESCRIPTION OF SERVICES:

CONTRACTOR agrees to provide services in the form as described in Exhibit A, attached hereto and by reference incorporated herein.

II

PERIOD OF PERFORMANCE:

This contract shall be effective on the date of execution, and continue in effect through June 30, 2011. The contract may thereafter be renewed annually, up to an additional four (4) years, subject to the availability of funds.

III

REIMBURSEMENT AND PAYMENT:

A. In consideration of services provided by CONTRACTOR, COUNTY shall reimburse CONTRACTOR in the amount and manner described in Exhibit C, attached hereto and by this reference incorporated herein.

B. All HIPAA covered healthcare providers must obtain an NPI. Provider site NPIs must be submitted to the Riverside County Department of Mental Health (RCDMH) Information Services Unit prior to rendering services to clients. Contractors providing Medi-Cal billable services must also submit rendering (individual) provider NPIs to RCDMH Information Services Unit for each staff member providing Medi-Cal billable services. Contractor reimbursement will not be processed unless NPIs are on file with RCDMH in advance of providing services to clients. It is the responsibility of each contract provider site and individual staff member that bills Medi-Cal to obtain an NPI from the National Plan and Provider Enumeration System (NPPES). Each contract site, as well as every staff member that provides billable services, is responsible for notifying the National Plan & Provider Enumeration System (NPPES) within 30 days of any updates to personal information (worksite address, name changes, taxonomy code changes, etc.).

1 IV

2 PROGRAM SUPERVISION, MONITORING AND REVIEW:

3 Pursuant to Welfare & Institutions Code (WIC), Section 5608, services hereunder shall
4 be provided by CONTRACTOR under the general supervision of the County Director of
5 Mental Health, hereinafter called DIRECTOR, or his authorized designee. CONTRACTOR
6 agrees to extend to DIRECTOR, his designee, the COUNTY Contract Monitoring Team,
7 and to authorized State representatives, the right to review and monitor CONTRACTOR'S
8 facilities, programs, policies, practices, books, records, or procedures at any reasonable
9 time. In exercising the right to review or monitor CONTRACTOR'S administrative, clinical,
10 fiscal and program components, staff, and facility(ies), the COUNTY shall enforce
11 applicable contract provisions and COUNTY policies with regards to threats and violent
12 behavior or harassment in the workplace concerning its employees.

13 If at any point during the duration of this Agreement, the COUNTY determines
14 CONTRACTOR is out of compliance with any provision in this Agreement, the COUNTY
15 may request a plan of correction, after providing the CONTRACTOR with written
16 notification and the basis for the finding of noncompliance. Within thirty (30) days of
17 receiving notification, the CONTRACTOR shall provide a written plan of corrective action
18 addressing the non-compliance.

19 If the COUNTY accepts the CONTRACTOR'S proposed plan of correction, it shall
20 suspend other punitive actions to give the CONTRACTOR the opportunity to come into
21 compliance. If the COUNTY determines CONTRACTOR has failed to implement corrective
22 action, funds may be withheld until compliance is achieved. CONTRACTOR shall
23 cooperate with any such effort by COUNTY including follow-up investigation and interview
24 of witnesses. Failure to cooperate or take corrective action as may be indicated by an
25 investigation could result in termination of this Agreement.

26 V

27 STATUS OF CONTRACTOR:

28 This Agreement is by and between the COUNTY and CONTRACTOR and is not
29 intended, and shall not be construed, to create the relationship of agent, servant,

1 employee, partnership, joint venture, or association, as between COUNTY and
2 CONTRACTOR and CONTRACTOR and its employees and agents shall not be entitled to
3 any benefits payable to COUNTY employees. CONTRACTOR is, and shall at all times be
4 deemed to be, an independent contractor and shall be wholly responsible for the manner in
5 which it performs the services required of it by the terms of this Agreement.
6 CONTRACTOR assumes the exclusive responsibility and liability for the acts of its
7 employees or agents as they relate to services to be provided. CONTRACTOR shall bear
8 the sole responsibility and liability for furnishing workers' compensation benefits to any
9 person for injuries arising from or connected with services performed on behalf of COUNTY
10 pursuant to this Agreement. CONTRACTOR certifies that it is aware of the Occupational
11 Safety and Health Administration (OSHA) of the U.S. Department of Labor, the derivative
12 Cal/OSHA standards and laws and regulations relating thereto, and shall comply therewith
13 as to all relative elements under this Agreement. CONTRACTOR is responsible for
14 payment and deduction of all employment-related taxes on CONTRACTORS' behalf and
15 for CONTRACTORS' employees, including but not limited to all Federal and State income
16 taxes and withholdings. COUNTY shall not be required to make any deductions from
17 compensation payable to CONTRACTOR for these purposes. CONTRACTOR shall
18 indemnify COUNTY against any and all claims that may be made against COUNTY based
19 upon any contention by a third party that an employer-employee relationship exists by
20 reason of this contract; and CONTRACTOR shall indemnify COUNTY for any and all
21 federal or state withholding or retirement payments which COUNTY may be required to
22 make pursuant to federal or state law.

23 A. Contractor shall maintain as appropriate the following:

- 24 1. Articles of Incorporation;
- 25 2. Amendments of Articles;
- 26 3. List of agency's Board of Directors and Advisory Board;
- 27 4. A resolution indicating who is empowered to sign all contract documents
28 pertaining to the agency;
- 29 5. By-laws and minutes of Board meetings;

1 VI

2 ADMINISTRATIVE CHANGE IN STATUS:

3 A. If, during the term of the Agreement, there is a change in CONTRACTOR'S status, a
4 detailed description of the change must be submitted to COUNTY in writing at least sixty
5 (60) days prior to the effective date of the change. A change in status is defined as a name
6 change not amounting to a change of ownership, moving a facility's service location within
7 the same region, closing a facility with services being offered in another already existing
8 contracted facility, or change in services offered without an increase to the contract
9 maximum. Other changes to the contract may result in a more formal contract amendment.
10 Involuntary changes of status due to disasters should be reported to the COUNTY as soon
11 as possible.

12 B. CONTRACTOR is responsible for providing to the COUNTY, annually, at the
13 beginning of each fiscal year and upon execution of the CONTRACTOR'S agreement,
14 emergency and/or after hour contact information for the CONTRACTOR'S organization.
15 CONTRACTOR emergency and/or after hour contact information shall include, but is not
16 limited to, first and last name of emergency and/or after hour contact, telephone number,
17 cellular phone number, and applicable address(s).

18 C. CONTRACTOR shall be responsible for updating this information, immediately and
19 in writing, when changes in CONTRACTOR'S emergency and/or after hour contact
20 information occurs during the fiscal year or prior to the end of the fiscal year. Written
21 CONTRACTOR updates of this information shall be provided to the COUNTY.

22 VII

23 DELEGATION AND ASSIGNMENT:

24 CONTRACTOR may not delegate the obligations hereunder, either in whole or in part,
25 without prior written consent of COUNTY; provided, however, obligations undertaken by
26 CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts,
27 provided such subcontracts are approved in writing by DIRECTOR (or his designee), meet
28 the requirements of this Agreement as they relate to the service or activity under
29 subcontract, and include any provisions that DIRECTOR (or his designee) may require. No

1 subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY
2 pursuant to this Agreement.

3 CONTRACTOR may not assign the rights hereunder, either in whole or in part, without
4 the prior written consent of COUNTY. Any attempted assignment or delegation in
5 derogation of this paragraph shall be void. Any change in the corporate or business
6 structure of CONTRACTOR, such as a change in ownership or majority ownership change
7 resulting in a change to the Federal Tax Id, shall be deemed an assignment for purposes of
8 this paragraph.

9 VIII

10 ALTERATION:

11 No alteration or variation of the terms of this Agreement shall be valid unless made in
12 writing and signed by the parties hereto, and no verbal understanding or Agreement not
13 incorporated herein, shall be binding on any of the parties hereto.

14 IX

15 LICENSE(S)/CERTIFICATION(S):

16 CONTRACTOR warrants that it has all necessary licenses, permits, approvals,
17 certifications, waivers and exemptions necessary to provide services hereunder and
18 required by the laws or regulations of the United States, State of California, the COUNTY
19 OF RIVERSIDE and all other appropriate governmental agencies, and agrees to maintain
20 these throughout the term of this Agreement. Examples of license(s)/certifications include;
21 Fire clearance and zoning permit; business license, community care license and/or Medi-
22 Cal certification as appropriate. CONTRACTOR shall notify DIRECTOR, or his designee,
23 immediately and in writing of its inability to maintain, irrespective of the tendency of an
24 appeal, such licenses, permits, approvals, certifications, waivers or exemptions

25 X

26 INDEMNIFICATION:

27 CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special
28 Districts, and Departments of the County of Riverside, the State of California, their
29 respective directors, officers, Board of Supervisors, employees, agents, elected and

1 appointed officials and representatives from any liability whatsoever, based or asserted
2 upon services of CONTRACTOR, its agents, employees, or subcontractors, arising out of
3 or in anyway relating to this Agreement, for property damage, bodily injury, or death or any
4 other element of damage of any kind or nature resulting from any acts or failure to act or
5 omission on the part of the CONTRACTOR, its directors, officers, agents, employees or
6 subcontractors hereunder, and CONTRACTOR shall defend, at its sole expense, including
7 but not limited to attorney fees, all Agencies, Districts, Special Districts, and Departments
8 of the County of Riverside, the State of California, their respective directors, officers, Board
9 of Supervisors, employees, agents, elected and appointed officials and representatives and
10 in any legal claim or action based upon such alleged acts, failure to act or omissions.

11 XI

12 **INSURANCE:**

13 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold
14 harmless the County of Riverside and the State of California, CONTRACTOR shall procure
15 and maintain or cause to be maintained, at its sole cost and expense, the following
16 insurance coverages during the term of this Agreement.

17 A. **Workers' Compensation:** If CONTRACTOR has employees as defined by the State
18 of California, CONTRACTOR shall maintain Workers' Compensation Insurance (Coverage
19 A) as prescribed by the laws of the State of California. Policy shall include Employers'
20 Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000
21 per person per accident. Policy shall be endorsed to waive subrogation in favor of the
22 County of Riverside; and, if applicable, to provide a Borrowed Servant/Alternate Employer
23 Endorsement.

24 B. **Commercial General Liability:** Commercial General Liability insurance coverage,
25 including but not limited to, premises liability, contractual liability, completed operations,
26 personal and advertising injury covering claims which may arise from or out of
27 CONTRACTOR'S performance of its obligations hereunder, whether such operations, use
28 or performance by CONTRACTOR, and, including but not limited to, any subcontractor,
29 vendor, or anyone employed directly or indirectly by them or volunteers serving either of

1 them. Policy shall name all Agencies, Districts, Special Districts, and Departments of the
2 County of Riverside, the State of California, their respective directors, officers, Board of
3 Supervisors, employees, elected and appointed officials, agents or representatives as
4 Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per
5 occurrence combined single limit. If such insurance contains a general aggregate limit, it
6 shall apply separately to this agreement or be no less than two (2) times the occurrence
7 limit.

8 C. Vehicle Liability: If CONTRACTOR uses any vehicles or mobile equipment in the
9 performance of the obligations under this Agreement, CONTRACTOR shall maintain
10 liability insurance for all owned, non-owned or hired vehicles in an amount not less than
11 \$1,000,000 per occurrence combined single limit. If such insurance contains a general
12 aggregate limit, it shall apply separately to this agreement or be no less than two (2) times
13 the occurrence limit. Policy shall name, all Agencies, Districts, Special Districts, and
14 Departments of the County of Riverside, the State of California, their respective directors,
15 officers, Board of Supervisors, employees, elected and appointed officials, agents or
16 representatives as Additional Insureds.

17 D. Professional Liability: CONTRACTOR shall maintain Professional Liability Insurance
18 providing coverage for performance of work included within this Agreement, with a limit of
19 liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If
20 CONTRACTOR'S Professional Liability Insurance is written on a 'claims made' basis rather
21 than on an 'occurrence' basis, such insurance shall continue through the term of this
22 Agreement. Upon termination of this Agreement or the expiration or cancellation of the
23 claims made insurance policy, CONTRACTOR shall purchase at his sole expense either 1)
24 an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates
25 Coverage from a new insurer with a retroactive date back to the date of, or prior to, the
26 inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that
27 CONTRACTOR has maintained continuous coverage with the same or original insurer.
28 Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years
29 beyond the termination of this Agreement.

1 **E. General Insurance Provisions - All lines:**

2 1. Any insurance carrier providing insurance coverage hereunder shall be
3 admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII
4 (A: 8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If
5 the County's Risk Manager waives a requirement for a particular insurer such waiver is only
6 valid for that specific insurer and only for one policy term.

7 2. The CONTRACTOR'S insurance carrier(s) must declare its insurance
8 deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed
9 \$500,000 per occurrence such deductibles and/or retentions shall have the prior written
10 consent of the County Risk Manager before the commencement of operations under this
11 Agreement. Upon notification of deductibles or self insured retentions which are deemed
12 unacceptable to the COUNTY, at the election of the COUNTY'S Risk Manager,
13 CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-
14 insured retentions as respects this Agreement with the COUNTY, or 2) procure a bond
15 which guarantees payment of losses and related investigations, claims administration,
16 defense costs and expenses.

17 3. The CONTRACTOR shall cause their insurance carrier(s) to furnish the
18 County of Riverside with 1) a properly executed original Certificate(s) of Insurance and
19 certified original copies of Endorsements effecting coverage as required herein; or, 2) if
20 requested to do so orally or in writing by the COUNTY Risk Manager, provide original
21 Certified copies of policies including all Endorsements and all attachments thereto, showing
22 such insurance is in full force and effect. Further, said Certificate(s) and policies of
23 insurance shall contain the covenant of the insurance carrier(s) shall provide no less than
24 thirty (30) days written notice be given to the County of Riverside prior to any material
25 modification or cancellation of such insurance. In the event of a material modification or
26 cancellation of coverage, this Agreement shall terminate forthwith, unless the County of
27 Riverside receives, prior to such effective date, another properly executed original
28 Certificate of Insurance and original copies of endorsements or certified original policies,
29 including all endorsements and attachments thereto evidencing coverages and the

1 insurance required herein is in full force and effect. Individual(s) authorized by the
2 insurance carrier to do so on its behalf shall sign the original endorsements for each policy
3 and the Certificate of Insurance. Certificates of insurance and certified original copies of
4 Endorsements effecting coverage as required herein shall be delivered to Riverside County
5 Mental Health Department, P.O. Box 7549, Riverside, CA 92513-7549, Contracts Division.
6 CONTRACTOR shall not commence operations until the County of Riverside has been
7 furnished original Certificate (s) of Insurance and certified original copies of endorsements
8 or policies of insurance including all endorsements and any and all other attachments as
9 required in this Section.

10 4. It is understood and agreed by the parties hereto and the CONTRACTOR'S
11 insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant
12 and shall be construed as primary insurance, and the COUNTY'S insurance and/or
13 deductibles and/or self-insured retentions or self-insured programs shall not be construed
14 as contributory.

15 5. CONTRACTOR shall pass down the insurance obligations contained herein
16 to all tiers of subcontractors working under this Agreement.

17 6. Failure by CONTRACTOR to procure and maintain the required insurance
18 shall constitute a material breach of contract upon which COUNTY may immediately
19 terminate or suspend this Agreement.

20 XII

21 LIMITATION OF COUNTY LIABILITY:

22 Notwithstanding any other provision of this Agreement, the liability of County shall not
23 exceed the amount of funds appropriated in support of this Agreement by the California
24 Legislature.

25 XIII

26 WARRANTY AGAINST CONTINGENT FEES:

27 CONTRACTOR warrants that no person or selling agency has been employed or
28 retained to solicit or secure this Agreement upon any Agreement or understanding for any
29 commission, percentage, brokerage, or contingent fee, expecting bona fide employees or

1 bona fide established commercial or selling agencies maintained by Contractor for the
2 purpose of securing business. For Contractor's breach or violation of this warranty, County
3 may, at its sole discretion, deduct from the Agreement price of consideration, or otherwise
4 recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5 XIV

6 NONDISCRIMINATION:

7 A. Employment:

8 1. Affirmative Action shall be taken to ensure that applicants are employed, and
9 that employees are treated during employment, without regard to their race, religion, color,
10 sex, national origin, age, sexual preference, or physical or mental handicap. Such
11 affirmative action shall include, but not be limited to the following: employment, upgrading,
12 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of
13 pay or other forms of compensation; and selection for training, including apprenticeship.
14 There shall be posted in conspicuous places, available to employees and applicants for
15 employment, notices from DIRECTOR, or his designee, and/or the United States Equal
16 Employment Opportunity Commission setting forth the provisions of this Section.

17 2. All solicitations or advertisements for recruitment of employment placed by or
18 on behalf of CONTRACTOR shall state that all qualified applicants will receive
19 consideration for employment without regard to race, religion, color, sex, national origin,
20 age, sexual preference, or physical or mental handicap.

21 3. Each labor union or representative of workers with which CONTRACTOR has
22 a collective bargaining Agreement or other contract or understanding must post a notice
23 advising the labor union or workers' representative of the commitments under this
24 Nondiscrimination Section and shall post copies of the notice in conspicuous places
25 available to employees and applicants for employment.

26 4. In the event of noncompliance with this section or as otherwise provided by
27 State and Federal law, this Agreement may be terminated or suspended in whole or in part
28 and CONTRACTOR may be declared ineligible from further contracts involving State funds.
29

1 the applicable Federal Department of Health and Human Services (DHHS) regulations (45
2 CFR 84), and all guidelines and interpretations issued pursuant thereto.

3 XVI

4 REPORTS:

5 A. CONTRACTOR must adhere to Federal, State, and County reporting requirements
6 as mandated by law. The COUNTY shall provide instruction and direction regarding County
7 policies and procedures for meeting requirements.

8 B. CONTRACTOR shall provide the COUNTY with applicable reporting documentation
9 as specified and/or required by the COUNTY, State Department of Mental Health and
10 Federal guidelines. COUNTY may provide additional instructions on reporting
11 requirements.

12 C. CONTRACTOR may participate in the COUNTY'S Management Information System
13 as required by the DIRECTOR, or his designee. CONTRACTOR is required to report
14 program, client and staff data about the CONTRACTOR'S program and services, by the
15 fifth (5th) working day of each month.

16 D. CONTRACTOR shall comply with the State reporting requirements pursuant to the
17 California Code of Regulations, Title 9, section 10561. Upon the occurrence of any of the
18 events listed hereafter, the CONTRACTOR shall make a telephonic report to the State
19 department of licensing staff (hereinafter "State") within one (1) working day. The
20 telephonic report is to be followed by a written report to the COUNTY within twenty-four
21 (24) hours of the incident and within seven (7) days of the event to the State. If a report to
22 local authorities exists which meets the requirements cited, a copy of such a report will
23 suffice for the written report required by the State.

24 1. Events reported shall include:

- 25 a. Death of any resident from any cause
26 b. Any facility related injury of any resident which requires medical treatment
27 c. All cases of communicable disease reportable under Section 2502 of Title 17,
28 California Code of Regulations shall be reported to the local health officer in
29 addition to the State

- d. Poisonings
- e. Catastrophes such as flooding, tornado, earthquake or any other natural disaster
- f. Fires or explosions which occur in or on the premises

2. Information provided shall include the following:

- a. Residents' name, age, sex, and date of admission
- b. Date, time and nature of the event
- c. Attending physician's name, findings and treatment, if any.
- d. The items below shall be reported to the State within ten (10) working days following the occurrence.
 - i. The organizational changes specified in Section 10531(a) of this subchapter
 - ii. Any change in the licensee's or applicants mailing address

3. Any change of the administrator of the facility. Such notification shall include the new administrator's name, address and qualifications

E. COUNTY reserves the right to perform further investigation(s) of any and all adverse incidents as outlined in subparagraph d above at their discretion, and based on the outcome of the adverse incident investigation; we may suspend referrals or terminate CONTRACTOR contract until COUNTY receives corrective action.

XVII

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

CONTRACTOR is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. CONTRACTOR hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law.

XVIII

CONFIDENTIALITY OF CLIENT INFORMATION:

CONTRACTOR shall maintain the confidentiality of all client identifying information contained in records, including but not limited to patient/client records/charts, billing records, research and client identifying reports, and the COUNTY'S client management information system (SPUDS) in accordance with WIC Sections 14100.2 and 5328 et seq, Title 42 Code of Federal Regulations, Section 431.300 et seq., Section 1320 D et seq, of Title 42, United States Code and it's impending regulations (including but not limited to Title 45, CFR, Parts 142, 160, 162, 164) and all other applicable current or future COUNTY, State and Federal laws, regulations, ordinances and directives relating to confidentiality and security of client records and information.

A. The CONTRACTOR shall protect from unauthorized disclosure, confidential client identifying information obtained or generated in the course of providing services pursuant to this contract except for non-identifying statistical information. The CONTRACTOR shall not use identifying information for any purpose other than carrying out the CONTRACTOR'S obligations under this contract

B. The CONTRACTOR shall not disclose confidential client identifying information except as authorized by client, clients' legal representative or as permitted by Federal or State law, to anyone other than the COUNTY or State without prior valid authorization from the client or clients' legal representative in accordance with State and Federal laws. Any disclosures made shall be logged and the log maintained in accordance with State and Federal law.

C. If CONTRACTOR receives any requests by subpoena, from attorneys, insurers or beneficiaries for copies of bills, CONTRACTOR will provide the COUNTY with a copy of any document released as a result of such request, and will provide the name, address and telephone number of the requesting party.

D. For purposes of the above paragraphs, identifying information is considered to be any information that reasonably identifies an individual and their past, present, or future physical or mental health or condition. This includes, but is not limited to, any combination

1 of the person's name, address, Social Security Number, date of birth, identifying number,
2 symbol, or other identifying particular assigned to the individual, such as finger or voice
3 print, or photograph.

4 E. Notification of Electronic Breach or Improper Disclosure: During the term of this
5 Agreement, CONTRACTOR shall notify COUNTY, immediately upon discovery of any
6 breach of Medi-Cal Protected Health Information (PHI) and/or data, where the information
7 and/or data is reasonably believed to have been acquired by an unauthorized person.
8 Immediate notification shall be made to the COUNTY Mental Health Compliance Officer
9 within two business days of discovery at (800) 413-9990. The CONTRACTOR shall take
10 prompt corrective action to cure any deficiencies and any action pertaining to such
11 unauthorized disclosure required by applicable Federal and State Laws and regulations.
12 The CONTRACTOR shall investigate such breach and provide a written report of the
13 investigation to the COUNTY Mental Health Compliance Officer, postmarked within thirty
14 (30) working days of the discovery of the breach to the address below.

15 Mental Health Compliance Officer
16 Riverside County Department of Mental Health
17 P.O. Box 7549
18 Riverside, CA 92513

19 F. Safeguards: The CONTRACTOR shall implement administrative, physical, and
20 technical safeguards that reasonably and appropriately protect the confidentiality, integrity,
21 and availability of the protected health information, included electronic PHI, that it creates,
22 receives, maintains, or transmits on behalf of COUNTY; and to prevent use or disclosure of
23 PHI other than as provided for by this Agreement. CONTRACTOR shall develop and
24 maintain a written information privacy and security program that includes administrative,
25 technical and physical safeguards appropriate to the size and complexity of the
26 CONTRACTOR's operations and the nature and scope of its activities. CONTRACTOR
27 shall provide COUNTY with information concerning such safeguards as COUNTY may
28 reasonably requests from time to time.

1 G. The CONTRACTOR shall implement strong access controls and other security
2 safeguards and precautions as noted in the following to restrict logical and physical access
3 to confidential, personal (e.g., PHI) or sensitive data to authorized users only. The
4 CONTRACTOR shall enforce the following administrative and technical password controls
5 on all systems used to process or store confidential, personal, or sensitive data:

6 1. Passwords must not be:

- 7 a. Shared or written down where they are accessible or recognizable by anyone
- 8 else, such as taped to computer screens, stored under keyboards, or visible in a
- 9 work area
- 10 b. shared dictionary word
- 11 c. Stored in clear text

12 2. Passwords must be:

- 13 a. 8 characters or more in length
- 14 b. changed every 90 days
- 15 c. changed immediately if revealed or compromised
- 16 d. composed of characteristics from at least three of the following four groups from
- 17 the standard keyboard:
 - 18 i. Upper Case letter (A-Z);
 - 19 ii. Lower case letters (a-z);
 - 20 iii. Arabic numerals (0 through 9); and
 - 21 iv. Non-alphanumeric characters (punctuation symbols)
 - 22 v. The CONTRACTOR shall implement the following security controls on each
 - 23 workstation or portable computing device (e.g., laptop computer) containing
 - 24 confidential, personal, or sensitive data:
 - 25 (1) network-based firewall and/or personal firewall
 - 26 (2) continuously updated anti-virus software
 - 27 (3) Patch management process including installation of all operating
 - 28 system/software vendor security patches.

1 H. The CONTRACTOR shall utilize a commercial encryption solution that has received
2 FIPS 140 -2 validation to encrypt all confidential. Personal, or sensitive data stored on
3 portable electronic media (including, but not limited to, CDs and thumb drives) and on
4 portable computing devises (including, but not limited to, laptop and notebook computers).

5 I. The CONTRACTOR shall not transmit confidential, personal, or sensitive data via-e-
6 mail or other internet transport protocol unless the data is encrypted by a solution that has
7 been validated by the National Institute of Standards and Technology (NIST) as conforming
8 to the Advanced Encryption Standard (AES) Algorithm.

9 1. Mitigation of Harmful Effects. The CONTRACTOR shall mitigate, to the extent
10 practicable, any harmful effect that is known to CONTRACTOR of a use or
11 disclosure of PHI by CONTRACTOR or its subcontractors in violation of the
12 requirements of these Provisions.

13 2. The CONTRACTOR shall protect from unauthorized disclosure, confidential
14 client identifying information obtained or generated in the course of providing services
15 pursuant to this contract except for non-identifying statistical information. The
16 CONTRACTOR shall not use identifying information for any purpose other than carrying out
17 the CONTRACTOR'S obligations under this contract.

18 3. Disclaimer: COUNTY makes no warranty or representation that compliance by
19 CONTRACTOR with these Provisions, HIPAA or HIPAA regulations will be adequate or
20 satisfactory for CONTRACTOR's own purposes or that any information in CONTRACTOR's
21 possession or control, or transmitted or received by CONTRACTOR, is or will be secure
22 from unauthorized use or disclosure. CONTRACTOR is solely responsible for all decisions
23 made by CONTRACTOR regarding the safeguarding of PHI.

24 J. Interpretation: The terms and conditions in these Provisions shall be interpreted as
25 broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and
26 applicable State laws. The parties agree that any ambiguity in the terms and conditions of
27 these Provisions shall be resolved in favor of a meaning that complies and is consistent
28 with HIPAA and the HIPAA regulations.

1 K. CONTRACTOR shall require all its officers, employees, associates, and agents
2 providing services hereunder to acknowledge, in writing, understanding of and Agreement
3 to comply with said confidentiality provisions.

4 XIX

5 RECORDS:

6 All records shall be available for inspection by the designated auditors of COUNTY,
7 State Department of Mental Health, State Department of Justice, State Department of
8 Health Services, U.S. Department of Health and Human Services and the U.S Office of the
9 Inspector General at reasonable times during normal business hours. Records include, but
10 are not limited to all physical and electronic records originated or prepared pursuant to the
11 performance under this contract including, but not limited to, working papers, reports,
12 financial records or books of account, medical records, prescription files, subcontracts, any
13 and other documentation pertaining to medical and non-medical services for clients. Upon
14 request, at any time during the period of this contract, the CONTRACTOR will furnish any
15 such record or copy thereof, to the COUNTY. CONTRACTOR shall be subject to the
16 examination and audit of the Office of the Inspector General for a period of three (3) years
17 after final payment under contract.

18 A. Medical Records. CONTRACTOR shall adhere to the licensing authority, the State
19 Department of Social Services, the State Department of Mental Health and Medi-Cal
20 documentation standards, as applicable. CONTRACTOR shall maintain adequate medical
21 records on each individual client which includes at a minimum, a client care plan, diagnostic
22 procedures, evaluation studies, problems to be addressed, medications provided, and
23 records of service provided by the various personnel in sufficient detail to make possible an
24 evaluation of services, including records of client interviews and progress notes.

25 B. Financial Records. CONTRACTOR shall maintain complete financial records that
26 clearly reflect the cost of each type of service for which payment is claimed. Any
27 apportionment of costs shall be made in accordance with generally accepted accounting
28 principles and shall evidence proper audit trails reflecting the true cost of the services
29 rendered. Allowable costs shall be those costs defined in Centers for Medicare and

1 Medicaid Services Manual (CMS 15-1). Statistical data shall be kept and reports made as
2 required by the DIRECTOR, or his designee, and the State of California. All such records
3 shall be available for inspection by the designated auditors of COUNTY or State at
4 reasonable times during normal business hours.

5 C. Financial Record Retention. Appropriate financial records shall be maintained and
6 retained by CONTRACTOR for at least five (5) years or, in the event of an audit exception
7 and appeal, until the audit finding is resolved, whichever is later.

8 D. Patient/Client Record Retention. Patient/Client records shall be maintained and
9 retained by CONTRACTOR for a minimum of seven (7) years following discharge of the
10 client. Records of minors shall be kept for seven (7) years after such minor has reached
11 the age of eighteen years. Thereafter, the client file is retained for seven (7) years after the
12 client has been discharged from services.

13 E. Shared Records/Information. CONTRACTOR and COUNTY shall maintain a
14 reciprocal shared record and information policy, which allows for sharing of client records
15 and information between CONTRACTOR and COUNTY. Either COUNTY or
16 CONTRACTOR shall not release these client records or information to a third party without
17 a valid authorization.

18 F. Property of client records. COUNTY is the owner of all patient care/client records. In
19 the event that the contract is terminated, the CONTRACTOR is required to prepare and box
20 the client medical records so that they can be archived by the County, according to
21 procedures developed by the County. The COUNTY is responsible for taking possession
22 of the records and storing them according to regulatory requirements. The COUNTY is
23 required to provide the CONTRACTOR with a copy of any medical record that is requested
24 by the CONTRACTOR, as required by regulations, at no cost to the CONTRACTOR, and in
25 a timely manner.

26 XX

27 STAFFING:

28 CONTRACTOR shall comply with the staffing expectations as required by state
29 licensing requirements and as may be additionally described in Exhibit A. Such personnel

1 shall be qualified, holding appropriate license(s)/certificate(s) for the services provided in
2 accordance with the WIC Section 5751.2, the requirements set forth in Title 9 of the
3 California Code of Regulations (CCR), the Business and Professions Code, State
4 Department of Mental Health policy letters, and any amendments thereto. CONTRACTOR
5 shall maintain specific job descriptions/duty statements for each position describing the
6 assigned duties, reporting relationship, and shall provide sufficient detail to serve as the
7 basis for an annual performance evaluation. Furthermore, CONTRACTOR acknowledges
8 all its officers; employees, associates, and agents providing services hereunder are eligible
9 for reimbursement for said services by their exclusion from the Federal "List of Excluded
10 Parties" registry.

11 A. During the term of this Agreement, CONTRACTOR shall maintain and shall provide
12 upon request to authorized representatives of COUNTY, the following:

13 1. A list of persons who are providing services hereunder by name, title,
14 professional degree, licensure, experience, credentials, Cardiopulmonary Resuscitation
15 training, First Aid training, languages spoken, Race/Ethnicity with an option to select "Prefer
16 Not to Say" and any other information deemed necessary by the Director or designee.

17 2. Personnel policies and procedures;

18 a. Personnel file for each staff member (including subcontractors, as approved
19 by COUNTY and volunteers) that includes at minimum the following:

20 b. Resume/application, proof of current licensure, certification, registration;

21 c. List of Training;

22 d. Annual job performance evaluation; and,

23 e. Personnel action document for each change in status of the employee.

24 B. CONTRACTOR shall provide an initial orientation to the program, program goals,
25 policy and procedure review, emergency procedures and treatment services.

26 C. CONTRACTOR shall institute and maintain an in-service training program of
27 treatment review and case conferences in which professional and other appropriate
28 personnel shall participate.

29

1 D. CONTRACTOR shall have appropriate staff trained and/or certified in CPR, First
2 Aid, Emergency/Disaster Planning, non-violent crisis intervention, de-escalation of agitation
3 and potential violence, and procedures to protect both staff and the clients from violent
4 behavior.

5 E. Training plans shall be documented and discussed with staff. Continuing
6 development of staff expertise shall be encouraged.

7 F. The CONTRACTOR recognizes the importance of child and family support
8 obligations and shall fully comply with all applicable State and Federal laws relating to child
9 and family support enforcement, including, but not limited to, disclosure of information and
10 compliance with earnings assignment orders, as provided in Chapter 8, commencing with
11 Section 5200, of Part 5 of Division 9 of the Family Code.

12 G. In accordance with section 6032 of the Deficit Reduction Act of 2005, Contractor
13 shall establish and disseminate written policies for all employees that include detailed
14 information about the False Claims Act and the other provisions named in section
15 1902(a)(68)(A). Included in these written policies shall be detailed information about
16 contractor's policies and procedures for detecting and preventing fraud, waste, and abuse
17 in federal, state and local health care programs. Contractor shall also include in any
18 employee handbook a specific discussion of the laws described in the written policies, the
19 rights of employees to be protected as whistleblowers, and a specific discussion of
20 Contractor's policies and procedures for detecting and preventing fraud, waste and abuse.

21 H. CONTRACTOR shall follow all Federal, State and County policies, laws and
22 regulations regarding Staffing and/or Employee compensation. All payments or
23 compensation made to CONTRACTOR Staff, Personnel and/or Employees in association
24 with the fulfillment of this agreement shall be made by means of Staff, Personnel and/or
25 Employee Certified Payroll or other auditable documentation justifying the payment or
26 compensation.

CULTURAL COMPETENCY:

CONTRACTOR shall provide services pursuant to this Agreement in a culturally competent manner by recruiting, hiring and maintaining staff that can deliver services in the manner specified to the diverse multi-cultural population served under this Agreement. CONTRACTOR shall provide multi-cultural services in a language appropriate and culturally sensitive manner, in a setting accessible to diverse communities. Multi-cultural diversity includes, but is not limited to, ethnicity, age, sexual preference, gender and persons who are physically challenged. CONTRACTOR shall document its efforts to provide multi-cultural services in the manner specified. Documentation may include, but not be limited to, the following: records in personnel files attesting to efforts made in recruitment and hiring practices; participation in COUNTY sponsored and other cultural competency training; the availability of literature in multiple languages/formats as appropriate; and identification of measures taken to enhance accessibility for, and sensitivity to, physically challenged individuals.

A. CONTRACTOR shall demonstrate program access; linguistically appropriate and timely mental health service delivery; staff training; and organizational policies and procedures related to the treatment of culturally diverse populations. CONTRACTOR shall perform specific outcome studies, on-site reviews and written reports as requested by COUNTY and made available to the COUNTY upon request. CONTRACTOR shall provide services that are non-discriminatory and that meet the individual needs of the multi-cultural client(s) to be served. CONTRACTOR shall ensure that high quality accessible mental health care includes:

1. Clinical care and therapeutic interventions which are linguistically and culturally appropriate; including, at a minimum, admission, discharge, and medication consent forms available in Spanish.
2. Have a comprehensive management strategy to address culturally and linguistically appropriate services, including strategic goals, plans, policies, procedures, and designated staff responsible for implementation.

1 3. Medically appropriate interventions which acknowledge specific cultural
2 influences.

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

9 Riverside County Department of Mental Health Cultural Competency Program

10 P.O. Box 7549

11 Riverside, California 92513

12 Attention: Cultural Competency Manager

13 Fax: 951-358-4792

14 5. CONTRACTOR agrees to meet with COUNTY'S Cultural Competency
15 Program Manager, as needed by the CONTRACTOR and as coordinated by the
16 COUNTY, to determine and implement cultural competency activities that shall
17 include, but is not limited to, compliance with the cultural competency requirements
18 outlined in Section XXI of this agreement.

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

21 7. CONTRACTOR will be responsible for participating in cultural competency
22 trainings as required by the COUNTY'S Cultural Competency Plan. The following is
23 a partial list of annual cultural competency trainings and topics that may be available
24 through the COUNTY to assist CONTRACTORS with meeting training requirements,
25 though capacity will be limited: Cultural Formulation; Multicultural Knowledge;
26 Cultural Sensitivity; Cultural Awareness; Social/Cultural Diversity; Mental Health
27 Interpreter Training; Training Staff in the use of Mental Health Interpreters; Training
28 in the Use of Interpreters in the Mental Health Setting. In order to attend the
29 COUNTY offered trainings, CONTRACTOR must contact the Cultural Competency

1 Manager at the contact information location in subparagraph 1 of paragraph A. in
2 Section XXI-CULTURAL COMPETENCY.

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

Name of Training Event	Description of Training	How long & how often attended	Attendance by Service Function	No. of Attendees & 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

15 CONTRACTOR training information shall be submitted via facsimile to 951-358-
16 4792 to the attention of the COUNTY Cultural Competency Program Manager on or
17 before June 30 of each fiscal year.

18
19 9. CONTRACTOR is responsible for notifying the COUNTY Cultural
20 Competency Program Manager in writing if the June 30th deadline can not be met.
21 CONTRACTOR will be responsible for requesting an extension from the COUNTY'S
22 Cultural Competency Program Manager. All requests for extensions must be put in
23 writing and mailed or faxed to the COUNTY'S Cultural Competency Program
24 Manager at the contact information listed herein.

25 10. Provide oral and written notices, including translated signage at key points of
26 contact, to clients in their primary language, informing them of their right to receive
27 no-cost interpreter services.

28 B. CONTRACTOR shall cause to be available bilingual professional staff or qualified
29 interpreter to ensure adequate communication between clients and mental health staff.

1 Any individual with limited English language capability or other communicative barriers,
2 shall have equal access to mental health services.

3 1. A qualified interpreter is defined as someone who is fluent in English and in the
4 necessary second language, whom can accurately speak, read and readily interpret
5 the necessary second language and/or accurately sign and read sign language. A
6 qualified interpreter must be able to translate in linguistically appropriate mental health
7 terminology necessary to convey information such as symptoms or instructions to the
8 client in both languages

9 2. A fluently bilingual person, who is not trained in the provision of mental health
10 services, must complete training prior to providing services, which covers terms and
11 concepts associated with mental illness, psychotropic medications, and cultural beliefs
12 and practices which may influence the client's mental health condition.

13 XXII

14 INFORMING MATERIALS

15 A. CONTRACTOR shall provide each client with certain informing materials about
16 client's rights and CONTRACTOR'S processes upon admission and upon request by client.
17 The informing materials include, but may not be limited to; Grievance Process and Appeal
18 Procedures, Advance Medical Directive, Notice of Privacy Practices, voter registration.
19 These informational materials can be found on the COUNTY Department of Mental Health
20 website, as identified in Exhibit B.

21 B. CONTRACTOR shall provide all clients with a Notice of Privacy Practices
22 information brochure or pamphlet during the time of the client's first visit. The
23 CONTRACTOR is subsequently responsible for reissuing the Notice of Privacy Practices
24 information brochure or pamphlet to all clients every three (3) years at a minimum and/or
25 every time the Notice of Privacy Practices information is updated and/or changes

26 XXIII

27 CONFLICT OF INTEREST:

28 CONTRACTOR shall employ no COUNTY employee whose position in COUNTY
29 enables him to influence the award of this Agreement or any competing Agreement, and no

1 spouse or economic dependent of such employee in any capacity herein, or in any other
2 direct or indirect financial interest in this Agreement.

3 XXIV

4 PATIENT RIGHTS:

5 CONTRACTOR shall observe patient rights as provided in the WIC Section 5325 and
6 Title 9 and Title 22, Division 4.5 of the California Code of Regulations (CCR's). Patient
7 Rights information is available on the COUNTY Department of Mental Health website.
8 COUNTY Patients' Rights Advocates will be given access to clients, clients' records, and
9 facility personnel to monitor the CONTRACTOR'S compliance with said statutes and
10 regulations.

11 XXV

12 FAIR HEARING:

13 State and Federal law guarantees beneficiaries a right to a Fair Hearing if services are
14 being denied, terminated, or reduced. CONTRACTOR shall comply with the process
15 established by Federal and State laws and regulations.

16 XXVI

17 WAIVER OF PERFORMANCE:

18 No waiver by COUNTY at any time of any of the provisions of this Agreement shall be
19 deemed or construed as a waiver at any time thereafter of the same or any other provisions
20 contained herein or of the strict and timely performance of such provisions.

21 XXVII

22 FEDERAL AND STATE STATUTES:

23 CONTRACTOR shall adhere to Title XXII of the Social Security Act and comply with all
24 other applicable Federal and State statutes and regulations, including but not limited to
25 laws and regulations listed in Exhibit B.

26 XXVIII

27 DRUG-FREE WORKPLACE CERTIFICATION:

28 By signing this contract, the CONTRACTOR hereby certifies under penalty of perjury
29 under the laws of the State of California that the CONTRACTOR will comply with the

1 requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et
2 seq.) and will provide a drug-free workplace doing all of the following.

3 A. Publish a statement notifying employees that unlawful manufacture, distribution,
4 dispensation, possession, or use of controlled substances is prohibited and specifying
5 actions to be taken against employees for violations, as required by Government Code
6 Section 8355 (a).

7 B. Establish a Drug-Free Awareness Program as required by Government Code
8 Section 8355 (a) to inform employees about all of the following:

- 9 1. The dangers of drug abuse in the workplace
- 10 2. The CONTRACTOR'S policy of maintaining a drug-free workplace.
- 11 3. Any available counseling, rehabilitation, and employee assistance programs
12 and
- 13 4. Penalties that may be imposed upon employees for drug abuse violations.

14 C. Provide as required by Government Code Section 8355 (a) that every employee
15 who works on the proposed contract:

- 16 1. Will receive a copy of the CONTRACTOR'S drug-free policy statement, and
- 17 2. Will agree to abide by the terms of the CONTRACTOR'S statement as a
18 condition of employment on the contract.

19 D. Failure to comply with these requirements may result in suspension of payments
20 under the contract or termination of the contract or both and the CONTRACTOR may be
21 ineligible for award of future State contracts if the COUNTY determines that any of the
22 following has occurred:

- 23 1. The CONTRACTOR has made a false certification or,
- 24 2. Violates the certification by failing to carry out the requirements as noted
25 above.

26 XXIX

27 TERMINATION PROVISIONS:

28 A. Either party may terminate this Agreement without cause, upon sixty (60) days
29 written notice served upon the other party.

1 B. The COUNTY may terminate this Agreement upon thirty (30) days written notice
2 served upon the CONTRACTOR if sufficient funds are not available for continuation of
3 services.

4 C. The COUNTY reserves the right, to terminate the contract without warning at the
5 discretion of the Director or designee, when CONTRACTOR has been accused and/or
6 found to be in violation of any County, State, or Federal laws and regulations.

7 D. The COUNTY may terminate this Agreement with (30) days written notice due to a
8 change in status, or delegation, assignment or alteration of the Agreement.

9 E. The COUNTY may terminate this Agreement immediately if, in the opinion of the
10 Director of Mental Health, CONTRACTOR fails to provide for the health and safety of
11 patients served under this contract. In the event of such termination, the COUNTY may
12 proceed with the work in any manner deemed proper to the COUNTY.

13 F. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY
14 may take one or more of the following actions as appropriate:

- 15 1. Temporarily withhold payments pending correction of the deficiency.
- 16 2. Disallow (that is deny funds) for all or part of the cost or activity not in
17 compliance.
- 18 3. Wholly or partially suspend or terminate the Agreement and if necessary, request
19 repayment to COUNTY if any disallowance is rendered after audit findings.

20 G. After receipt of the Notice of Termination, pursuant to Paragraphs A, B, C, D, E or F
21 above, or the CONTRACTOR is notified that the Agreement will not be extended beyond
22 the termination date as specified in Section II, PERIOD OF PERFORMANCE.

- 23 1. CONTRACTOR shall:
 - 24 a. Stop all services under this Agreement on the date, and to the extent
25 specified, in the Notice of Termination;
 - 26 b. Continue to provide the same level of care as previously required under the
27 terms of this Agreement until the date of termination;

1 c. If clients are to be transferred to another facility for services, furnish to
2 COUNTY, upon request, all client information and documents deemed necessary
3 by COUNTY to affect an orderly transfer;

4 d. If appropriate, assist COUNTY in effecting the transfer of clients in a manner
5 consistent with the best interest of the clients' welfare;

6 e. Cancel outstanding commitments covering the procurement of materials,
7 supplies, equipment and miscellaneous items. In addition, CONTRACTOR shall
8 exercise all reasonable diligence to accomplish the cancellation of outstanding
9 commitments required by this Agreement, which relate to personal services.
10 With respect to these canceled commitments, the CONTRACTOR agrees to
11 provide a written plan to Director (or his designee within thirty (30) days for
12 settlement of all outstanding liabilities and all claims arising out of such
13 cancellation of commitments. Such plan shall be subject to the approval or
14 ratification of the COUNTY, which approval or ratification shall be final for all
15 purposes of this clause;

16 f. Transfer to COUNTY and deliver in the manner, at the times, and to the extent,
17 if any, as directed by COUNTY, any equipment, records or other documents
18 which, if the Agreement had been completed, would have been required to be
19 furnished to COUNTY; and

20 g. Take such action as may be necessary, or as COUNTY may direct, for the
21 protection and preservation of the equipment, records or other documents,
22 related to this Agreement which is in the possession of CONTRACTOR and in
23 which COUNTY has or may acquire an interest;

24 H. COUNTY shall continue to pay CONTRACTOR at the same rate as previously
25 allowed until the date of termination, as determined by the Notice of Termination. The
26 CONTRACTOR shall submit a termination claim to COUNTY promptly after receipt of a
27 Notice of Termination, or on expiration of this Agreement as specified in Section II,
28 PERIOD OF PERFORMANCE, but in no event, later than sixty (60) days from the effective
29 date thereof, unless an extension, in writing, is granted by the COUNTY.

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

12 J. The rights and remedies of COUNTY provided in this section shall not be exclusive
13 and are in addition to any other rights and remedies provided by law or under this
14 Agreement.

15 XXX

16 DISPUTE:

17 In the event of a dispute between a designee of the DIRECTOR and the
18 CONTRACTOR over the execution of the terms of this Agreement and/or the quality of the
19 client services being rendered, the CONTRACTOR may file a written protest with the
20 appropriate Program/Regional Manager of the COUNTY. CONTRACTOR shall continue
21 with the responsibilities under this agreement during any dispute. The Program/Regional
22 Manager shall respond to the CONTRACTOR in writing within ten (10) working days. If the
23 CONTRACTOR is dissatisfied with the Program/Regional Manager's response the
24 CONTRACTOR may file successive written protests up through the Department of Mental
25 Health's administrative levels of Program Chief, Assistant Director, and (finally)
26 DIRECTOR. Each administrative level shall have twenty (20) working days to respond in
27 writing to the CONTRACTOR. The DIRECTOR'S decision shall be final.

1 XXXI

2 SEVERABILITY:

3 If any provision of this Agreement or application thereof to any person or circumstances
4 shall be declared invalid by a court of competent jurisdiction, or is in contravention of any
5 Federal, State, or COUNTY statute, ordinance, or regulation, the remaining provisions of
6 this Agreement or the application thereof shall not be invalidated thereby and shall remain
7 in full force and effect, and to that extent the provisions of this Agreement are declared
8 severable.

9 XXXII

10 VENUE:

11 Any action at law or in equity brought by either of the parties hereto for the purpose of
12 enforcing a right or rights provided by this Agreement shall be tried in a court of competent
13 jurisdiction in the COUNTY OF RIVERSIDE, CALIFORNIA, and the parties hereby waive all
14 provisions of law providing for a change of venue in such proceedings in any other county.

15 XXXIII

16 NOTICES:

17 All correspondence and notices required or contemplated by this Agreement shall be
18 delivered to the respective parties at the addresses set forth below and are deemed
19 submitted one day after their deposit in the United States mail, postage prepaid:
20

21 COUNTY:

22 County of Riverside
23 Board of Supervisors
24 4080 Lemon Street, 5th floor
Riverside, CA 92501

INFORMATIONAL COPY:

County of Riverside
Department of Mental Health
P.O. Box 7549
Riverside, CA 92513-7549

25
26 CONTRACTOR:

27 Golden Rainbow Center
28 700 E. Tahquitz Canyon Way, Suite F
29 Palm Springs, CA 92262

1 EXHIBIT A – SCOPE OF WORK

2 CONTRACTOR NAME: GOLDEN RAINBOW CENTER

3 DEPARTMENT I.D.: 4100221242-74720

4
5 CONTRACTOR shall provide the following:

6 3.1 PROGRAM GOALS AND OBJECTIVES

7 The primary goals of this program are to reduce the duration and harmful effects of
8 depression and to reduce the re-occurrence of depression within this population through the
9 use of an evidence-based early intervention for older adults in Riverside County. This will result
10 in increased resiliency and development of coping strategies for program participants and
11 reduce the need for ongoing services within the mental health system. The program will be
12 provided in culturally appropriate settings, incorporating the needs of the target population.
13 Activities will be situated in de-stigmatizing locations to increase the likelihood of older adults
14 accessing those activities which will include settings where older adults typically go. The
15 setting(s) for service delivery will not be a traditional mental health setting and will assist
16 participants in feeling comfortable seeking services from staff that are knowledgeable and capable
17 of identifying needs and solutions for older adults.

18 The CONTRACTOR is expected to utilize targeted outreach to engage older adults by
19 working within the community and collaborating with community organizations, non-profit
20 organizations, faith-based organizations, and other individuals, groups, and/or services that
21 have the trust of and connection with this population.

1 **3.2 TARGET POPULATION CRITERIA**

2 The target population to be served is Older Adults, 60 years and older, who meet the
3 following criteria:

4 3.2.1 Older adults with a priority to the following unserved and underserved cultural
5 populations:

- 6 a. Lesbian, Gay, Bisexual, Transgender, Questioning;
- 7 b. Deaf/Hard of Hearing;
- 8 c. Hispanic;
- 9 d. African-American;
- 10 e. Native-American; and/or
- 11 f. Asian/Pacific Islander; and,

12 3.2.2 Who are experiencing the **first onset** of depression and meet criteria to receive service
13 through Cognitive Behavioral Therapy for Late Life Depression, an evidence-based practice.

14 **3.3 GEOGRAPHICAL LOCATION OF SERVICES**

15 Services shall be provided in the Desert Region of Riverside County in the following
16 target communities:

17 North Palm Springs, Desert Hot Springs, Cathedral City.

18 **3.4 GENERAL PROGRAM REQUIREMENTS**

19 Providers will be expected to work cooperatively with the Riverside County Department
20 of Mental Health (RCDMH), senior centers, community organizations, non-profit organizations,
21 social service agencies, and local faith-based organizations to address the needs of the
22 population.

1 **3.4.1 Facilities**

2 a. Services will be offered in locations that are non-stigmatizing, which may
3 include, but are not limited to, senior centers, faith-based organizations, libraries,
4 and community centers that are located within the targeted communities.

5 b. The facility must provide confidential space for individual early intervention
6 therapeutic services.

7 c. The facility must be in compliance with any applicable state and local laws
8 and requirements.

9 d. The facility must have space to store confidential information in a locked
10 space.

11 **3.4.2 Programs**

12 a. Early Intervention for Depression in Older Adults will utilize the evidence-
13 based early intervention program Cognitive-Behavioral Therapy (CBT) for Late-
14 Life Depression as described in Section 3.5.1.

15 b. The evidence-based practice CBT for Late-Life Depression will be provided by
16 a Mental Health Clinician who possesses a Master's Degree or higher in the
17 mental health field. The Mental Health Clinician will be trained in the CBT and the
18 CBT For Late Life Depression models. Licensed eligible providers are responsible
19 for obtaining clinical supervision that meets the standards set by the Board of
20 Behavioral Sciences in California or the Board of Psychology in California.

21 c. There will be no charge to the program participants.

1 **3.5 PROGRAM DESCRIPTION**

2 CONTRACTOR shall offer an evidence based early intervention service for the Older
3 Adult (60 years +) population in the desert region of the County and target the communities
4 identified above. Services to this population should be planned and delivered to ensure access
5 to the targeted areas.

6 **3.5.1 General Program Type**

7 **Cognitive-Behavioral Therapy (CBT) for Late-Life Depression** - This program
8 is an evidence based early intervention service that reduces depression and suicide risk
9 in older adults. CBT for Late-Life Depression is an active, directive, time-limited, and
10 structured problem-solving approach program that follows the conceptual model and
11 treatment program developed by Aaron Beck and his colleagues. CBT for Late-Life
12 Depression includes specific modifications for older adults who are being treated
13 clinically in community-based settings. The intervention includes strategies to facilitate
14 learning with this population, such as repeated presentation of information using different
15 modalities, slower rates of presentation, and greater use of practice along with greater
16 use of structure and modeling behavior. Consumers are taught to identify, monitor, and
17 ultimately challenge negative thoughts about themselves or their situations and to
18 develop more adaptive and flexible thoughts. Where appropriate, emphasis is also
19 placed on teaching consumers to monitor and increase pleasant events in their daily
20 lives using behavioral treatment procedures. The intervention consists of up to twenty
21 50- to 60-minute sessions. CONTRACTOR shall utilize a structured CBT Provider
22 Manual that is received during the formal training and each program participant is given
23 a manual as a part of the intervention.

1 Providers will be trained in this evidence based practice and will demonstrate model
2 adherence in the implementation of the practice.

3 It is expected that approximately 40 participants per region per year will receive CBT for
4 Late-Life Depression.

5 **3.5.2 Staffing, Responsibilities, Qualifications**

6 CONTRACTOR, shall ensure that the following staffing requirements, which
7 include, but are not limited to the following are met:

- 8 a. Hire staff who are culturally and ethnically representative of the individuals
9 being served.
- 10 b. Ensure the provision of culturally competent services.
- 11 c. Clinical and supervisory staff must attend and satisfactorily complete two initial
12 training(s); 1) Cognitive Behavioral Therapy and 2) CBT for Late-Life Depression
13 which will be coordinated and funded by RCDMH. Each provider participating in
14 the training will receive the CBT Provider Manual and any additional materials
15 required by the trainers.
- 16 d. Provide administrative, supervisory, and clerical support for the program.
- 17 e. Comply with fidelity measures required by the evidence-based practice.
- 18 f. Provide outcome measures to all program participants as described in
19 Section 3.8.
- 20 g. Ensure that all staff working with individuals receiving service be fingerprinted
21 (Live Scan), and pass DOJ and FBI background checks.
- 22 h. Ensure that personnel are competent and qualified to provide the services
23 necessary.

1 i. Ensure the following job description is filled:

2 Mental Health Clinician:

3 The Mental Health Clinician must possess a Master's Degree or higher in the
4 mental health field, and be licensed or licensed-eligible. If the clinician is
5 licensed-eligible they must be under the supervision of a licensed clinician.

6 The Mental Health Clinician has knowledge/experience of cognitive-behavioral
7 therapy concepts, developmental needs of older adults, screening, assessment,
8 and crisis intervention. The Mental Health Clinician will provide the CBT for
9 Late-Life Depression evidence-based practice per the guidelines of the model
10 after satisfactorily completing the training. The Mental Health Clinician will
11 provide individual, family, and crisis counseling as needed to program
12 participants. The Mental Health Clinician will identify additional mental health
13 needs as they arise and provide appropriate referrals as needed.

14 **3.5.3 Service Delivery Requirements**

15 CONTRACTOR, shall ensure that the following service delivery requirements,
16 which include, but are not limited to the following are met:

- 17 a. Provide the services identified in Section 3.5.1 to Older Adults.
- 18 b. Provide each program participant with a Participant Manual that will be
19 provided by RCDMH.
- 20 c. Provide specific outreach activities that will engage the targeted Older
21 Adult populations.
- 22 d. Collaborative efforts and partnerships are encouraged to meet service
23 delivery requirements.

1 e. CONTRACTOR's Mental Health Clinician(s) will participate in monthly
2 meetings coordinated and facilitated by RCDMH related to the implementation
3 of CBT for Late-Life Depression. These meetings are designed to assist in
4 model adherence and in addressing any potential barriers to implementation of
5 the EBP.

6 **3.6 REGULATORY COMPLIANCE**

7 CONTRACTOR shall:

8 3.6.1 Comply with any and all Federal, State or local laws and licensing regulations
9 including but not limited to Federal HIPPA regulations and State of California Welfare
10 and Institutions Code Section 5328 regarding confidentiality.

11 3.6.2 Participate in the RCDMH annual contract monitoring as well as more frequent
12 program review. Any associated RCDMH Manager, Supervisor, or Case Manager, with
13 proper identification, shall be allowed to enter and inspect the facility.

14 3.6.3 Submit monthly documentation to RCDMH as outlined by RCDMH.

15 3.6.4 Maintain at all times appropriate licenses and permits to operate the programs
16 pursuant to State laws and local ordinances.

17 **3.7 DOCUMENTATION OF SERVICES**

18 CONTRACTOR shall maintain appropriate records documenting all of the services
19 provided through the contract. These records shall conform to the requirements of the State
20 Department of Mental Health and the Riverside County Department of Mental Health.

21 These records shall include, but are not limited to:

22 3.7.1 Documentation of individual's participating in the CBT for Late-Life Depression
23 program. This will include individual assessments, contact notes, as well as a plan of

1 care.

2 3.7.2 Documentation of outreach efforts on a monthly basis, which may include but not
3 be limited to date, time, location of outreach activities, e.g. senior centers, and number of
4 individuals reached.

5 3.7.3 Monthly contract report, as outlined by RCDMH, shall be submitted to RCDMH.
6 This monthly report shall summarize contractor activities and program costs.

7 3.7.4 All records maintained by the contractor on behalf of RCDMH are the property of
8 RCDMH.

9 3.7.5 Copies of completed outcome measures.

10 3.7.6 Other requirements may be determined as the Prevention and Early Intervention
11 plan is implemented.

12 3.7.7 Data entry into the County Management Information System.

13 **3.8 PERFORMANCE OUTCOMES**

14 RCDMH will coordinate with evidence-based practice model guidelines and fidelity
15 measurements to determine the required outcome measures to be utilized and monitored for
16 this project. Outcomes measures will include satisfaction surveys, pre and post questionnaires,
17 as well as formal measures to be given prior to, during, and at the conclusion of CBT for Late
18 Life Depression. CONTRACTOR will also complete required measures to ensure adherence to
19 the evidence based practice. Outcome reporting as assigned by the State Department of
20 Mental Health and the Mental Health Services Oversight and Accountability Commission will be
21 an additional requirement.

22 **3.9 DISASTER PREPAREDNESS**

23 The Contractor shall develop and update contingency plans to continue the delivery of

1 services in the event of a man-made or natural disaster.

2 **3.10 COUNTY SUPPORT AND TECHNICAL ASSISTANCE**

3 RCDMH shall provide technical assistance on an as-needed basis for new program
4 contractors. Such technical assistance typically includes, but is not limited to, orientation to the
5 County's MIS systems, and data entry guidelines; reviewing and interpreting County policies
6 and procedures; providing on-going agency liaison with RCDMH and the Department's other
7 contractors to insure optimal collaborations, etc.

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23 Rev. 08/01/10

1 EXHIBIT B

2 LAWS, REGULATIONS AND POLICIES

3 Services shall be provided in accordance with policies and procedures as developed
4 by COUNTY and those Federal and State laws, regulations and policies which are
5 applicable to the terms of this AGREEMENT, including but not limited to the following:

6 General Regulations

7 Government Code Section 8350 et. seq. (Drug-Free Workplace Act of 1990)

8 Government Code 26227 (Contracting with County)

9 Adult System of Care

10 California Welfare and Institutions Code Sections 5689 et seq.

11 Case Management/Service Regulations

12 California Code of Regulations, Title 9, Division 1, Chapters 2, 3, 4, 4.5, 9, 11, 12
13 (Rehabilitative and Developmental Services)

14 Welfare and Institutions Code 5610 to 5613 (Client Service Information Reporting)

15 Welfare and Institutions Code 17608.05 (Maintenance of Effort)

16 42 Code of Federal Regulations 438.608 (Program Integrity Requirements)

17 California Welfare & Institutions Code Sections 5600.4 and 5699.4.

18 Charges and Billing (Financial Regulations)

19 California Welfare and Institutions Code 5651(a)(4), 5664, 5705(b)(3), 5718(c) (Cost
20 Reporting)

21 California Welfare and Institutions Code 5704.5 & 5704.6 (Expenditure Requirements)

22 Government Code 8546.7 (Audits)

23 Uniform Method of Determining Ability to Pay, State Dept. of Mental Health.

24 Centers for Medicare and Medicaid Services Manual

1 Child Abuse Reporting/Child Support

2 California Penal Code Sections 11164 – 11174.4 et seq.

3 Family Code, Section 5200 (Child Support)

4 Children System of Care

5 California Welfare and Institutions Code Section 5880 (Children System of Care)

6 Community Care Facilities

7 California Code of Regulations, Title 22, Division 6 (Social Security, Licensing of
8 Community Care Facilities)

9 Community Residential Treatment Program

10 California Welfare & Institutions Code Sections 5150 to 5152, 5600.2 to 5600.9 and 5672
11 to 5699 (Community Treatment)

12 California Welfare & Institutions Code Section 5670 et seq.

13 California Code of Regulations, Title 22, Division 6.

14 Confidentiality

15 California Welfare & Institutions Code Section 5328

16 California Welfare & Institutions Code Section 5330 (Monetary Penalties)

17 45 CFR Parts 160 and 164 (Standards for Privacy of Individually Identifiable Health
18 Information)

19 Elderly and Dependent Adult Abuse Reporting

20 California Welfare & Institutions Code Sections 15600 et seq.

21 Health Care Facilities

22 California Code of Regulations, Title 22, Division 5 (Social Security, Licensing and
23 Certification of Health Facilities, Home Health Agencies, Clinics, and Referral Agencies)

24 Homeless Mentally Disabled

25 McKinney-Vento Homeless Assistance Act, Public Law 101-645 (Homeless Services)

26 California Welfare & Institutions Code Section 5680 et seq.

1 Life Support

2 California Welfare & Institutions Code Section 4075 to 4078

3 DMH Letter 03-04 (Health Care Facility Rates)

4 DMH Letter 86-01 (Life Support Supplemental Rate)

5 Medication Protocol

6 Riverside County Mental Health "Psychotropic Medication Protocols for Children and
7 Adolescents" Publication

8 Riverside County Mental Health "Medication Guidelines" Publication

9 Minors in Health Care Facilities

10 California Welfare & Institutions Code Section 5751.7

11 Negotiated Net Amount and Negotiated Net Agreements

12 California Welfare and Institutions Code Sections 5705 to 5716

13 Non Discrimination

14 Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.)

15 California Fair Employment and Housing Act, Government Code Section 12900 et seq.

16 California Code of Regulations, Title 2, Section 7285 et seq.

17 Section 504 of the Rehabilitation Act of 1973, Public Law 93-112 (Non-Discrimination)

18 Patients Rights

19 California Welfare & Institutions Code Sections 5325 et seq.

20 California Code of Regulations, Title 22, Section 70707

21 Policies

22 California Code of Regulations, Title 9, Section 1810.226 (State Department of Mental
23 Health Policy Letters)

24 Harassment in the Workplace, Board of Supervisors Policy C-25

25 Workplace Violence, Threats and Security, Board of Supervisors Policy C-27

26 County and Departmental policies, as applicable to this Agreement

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Quality Assurance

California Welfare & Institutions Code Section 4070 et seq. (Quality Assurance)

Short-Doyle/Medi-Cal

California Code of Regulations, Title 22, Division 3

California Welfare and Institutions Code Sections 5718-5724 (Reimbursement for Mental Health Services)

Social Rehabilitation Programs

California Code of Regulations, Title 9, Division 1, Chapter 1, Subchapter 3, Article 3.5

Special Education Pupils (AB 3632)

California Welfare & Institutions Code Section 18350 et seq.

California Code of Regulations, Title 2, Division 9, Chapter 1

Voter Registration

National Voter Registration Act of 1993

**EXHIBIT C
REIMBURSEMENT & PAYMENT**

CONTRACTOR NAME: Golden Rainbow Center

PROGRAM NAME: Early Intervention for Depression in Older Adults

DEPARTMENT ID: 4100221242/74720/530280

A. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for fiscal year 2010/11 shall be \$53,987 for services provided as described in Exhibit A and for start-up costs associated with implementing this program, subject to availability of Federal, State, and local funds. The Schedule I attached herein specifies funding for Client Services and Start-up.

B. BUDGET:

Schedule I represents the budgetary details pursuant to this Agreement. Schedule I contains the reporting unit (RU) number, mode(s) of service, the service functions, the procedure codes, number of service units, anticipated revenues to be received, maximum obligation and sources of funding, pursuant to this Agreement. Schedule I also includes the amount of start-up funding necessary to get the program implemented.

C. REIMBURSEMENT:

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive monthly reimbursement based upon one-twelfth (1/12th) of the aggregate total for all unit of service procedure codes. CONTRACTOR shall be paid in arrears the 1/12th amount of Contract Client Services provided that services are entered into the COUNTY approved data collection system(s) , no later than the fifth (5th) working day of each month, for the prior month. Late entry of

1 services into the data collection system may result in financial and/or
2 service disallowances.

- 3 2. CONTRACTOR will submit a claim for services monthly on their
4 stationery, which must include at a minimum the CONTRACTOR'S
5 name, invoice mailing address and telephone number, and attach a
6 FINAL SPUDS 952 report identifying the units of service provided for the
7 month being billed and a signed "Certification of Claims and Program
8 Integrity" form (PIF). The summary page of the FINAL SPUDS report
9 and the PIF form must be attached to the invoice. Failure to attach the
10 summary page of the report and the signed PIF, will delay payment until
11 the documents are provided. The claim must be approved and signed
12 by the Director or authorized designee of the CONTRACTOR. Monthly
13 claims shall be submitted to the appropriate Regional
14 Administrator/Manager of the COUNTY'S Department of Mental Health,
15 no later than the tenth (10th) working day of each month.
- 16 3. CONTRACTOR shall submit a claim or claims for previously approved
17 start-up expenditures, not to exceed the amount allocated in the first
18 fiscal year of this grant agreement, as specified on the Schedule I.
- 19 4. Monthly reimbursements may be withheld at the discretion of the
20 Director or designee due to material contract non-compliance, including
21 audit disallowances and/or adjustments or disallowances resulting from
22 the COUNTY Contract Monitoring Review (CMT), the Program
23 Monitoring and/or Cost Report process.
- 24 5. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will
25 be paid by the COUNTY thirty (30) calendar days after the date the
26 invoice is received by the applicable COUNTY Program/Region.
- 27 6. Final year end settlement for services shall be based on allowable units,
28 multiplied by actual allowable cost per unit provided, or the State

1 Maximum Allowed (SMA) rate, or customary charges, whichever is
2 lower, less revenue collected, not to exceed the maximum obligation of
3 the COUNTY as specified herein.

4 **D. START-UP COSTS FOR FURNISHINGS AND EQUIPMENT:**

5 **1. APPROVAL FOR PURCHASE**

6 Any equipment or furnishings are required to be approved by the
7 COUNTY in writing prior to making purchase. Any equipment or
8 furnishings not approved by the COUNTY prior to purchase shall not
9 be reimbursed to the CONTRACTOR by the COUNTY either as a start
10 up or operating cost at any time.

11 **2. OWNERSHIP**

12 Equipment and furnishings purchased through this Agreement are the
13 property of the COUNTY. Procedures provided by the COUNTY for the
14 acquisition, inventory, control and disposition of the equipment and the
15 acquisition and payment for administrative services to such equipment
16 (e.g. office machine repair) are to be followed.

17 **3. INVENTORY**

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

1 COUNTY inventory tags will be issued to the CONTRACTOR, and are
2 to be attached to the item as directed.

3 **4. DISPOSAL**

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

9 **5. CAPITAL ASSETS:**

- 10 a. Capital assets are tangible or intangible assets exceeding \$5,000
11 that benefit an agency more than a single fiscal year. For capital
12 assets approved for purchase by the COUNTY, allowable and non-
13 allowable cost information and depreciation requirements can be
14 found in the Center for Medicare and Medicaid Services (CMS)
15 Publication 15, Provider Reimbursement Manual (PRM) Parts I & II.
16 It is the CONTRACTOR'S responsibility to ensure compliance with
17 these requirements.
- 18 b. Any capital asset that was acquired or improved in whole or in part
19 with funds disbursed under this Agreement, or under any previous
20 Agreement between COUNTY and CONTRACTOR, shall either be,
21 at the election of the COUNTY as determined by the Director or
22 designee: (1) transferred to the COUNTY including all title and
23 legal ownership rights; or (2) disposed of and proceeds paid to
24 COUNTY in a manner that results in COUNTY being reimbursed in
25 the amount of the current fair market value of the real or personal
26 property less any portion of the current value attributable to
27 CONTRACTOR'S out of pocket expenditures using non-county
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1 funds for acquisition of, or improvement to, such real or personal
2 property and less any direct and reasonable costs of disposition.

3 **F. REALLOCATION OF FUNDS:**

- 4 1. No funds allocated for Contract Client Services, may be reallocated to
5 Start-up funding. No funds allocated for one mode of service may be
6 reallocated to another mode of service unless written approval is given
7 by the Regional Administrator/ Manager prior to the end of the fiscal
8 year ending on June 30th. Approval shall not exceed the total maximum
9 obligation for the fiscal year.
- 10 2. In addition, CONTRACTOR may not, under any circumstances and
11 without prior approval and/or written consent from the Regional
12 Administrator/Program Manager and confirmed by the Supervisor of the
13 COUNTY Fiscal Unit, reallocate funds, services, mode of services, and/or
14 procedure codes as designed in the Schedule I that are defined as non-
15 billable by the COUNTY, State or Federal government from or to funds,
16 services, mode of services and/or procedure codes that are defined as
17 billable by the COUNTY, State or Federal governments

18 **G. RECOGNITION OF FINANCIAL SUPPORT:**

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

22 **H. COST REPORT:**

- 23 1. For each fiscal year, or portion thereof, that this Agreement is in effect,
24 CONTRACTOR shall provide to COUNTY two (2) copies for each
25 Reporting Unit (RU) number, an annual Cost Report with an
26 accompanying financial statement and applicable supporting
27 documentation to reconcile to the Cost Report within forty-six (46)
28 calendar days following the end of each fiscal year (June 30), the

1 expiration or termination of the contract, which ever occurs first. The
2 Cost Report shall detail the actual cost of services provided to include
3 staff time accounting. The Cost Report shall be provided in the format
4 and on forms provided by the COUNTY. Final payment to
5 CONTRACTOR shall not be made by COUNTY until receipt of a
6 properly prepared Cost Report and shall not exceed the maximum
7 obligation of this agreement.

- 8 2. CONTRACTOR shall use OMB-circular A-122 to formulate proper cost
9 allocation methods to distribute cost between COUNTY and non-
10 COUNTY programs.
- 11 3. CONTRACTOR shall send one representative to the training held by
12 COUNTY regarding preparation of the year-end Cost Report. The
13 COUNTY will notify CONTRACTOR of the date and time of the training.
14 Attendance at the training is necessary in order to ensure that the Cost
15 Reports are completed appropriately. Failure to attend this training may
16 result in delay of payment. CONTRACTOR is required to report
17 expenditures, revenues, and units by mode and service function code
18 and by maximum obligation type. Detailed instructions on the
19 preparation of the Cost Reports are provided at the training.
- 20 4. CONTRACTOR will be notified in writing by COUNTY, if the Cost
21 Report has not been received within forty-six (46) calendar days after
22 the end of the COUNTY Fiscal year. If the Cost Report is not
23 postmarked in the forty-six (46) calendar day time frame, future
24 monthly reimbursements will be withheld until the COUNTY is in
25 possession of a completed cost report. Future monthly
26 reimbursements will be withheld if the Cost Report contains errors
27 which are not corrected within ten (10) calendar days of written or
28 verbal notification from the COUNTY. Failure to meet any pre-

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approved deadline extensions will immediately result in the withholding of future monthly reimbursements.

5. A cost report shall be submitted as required by WIC 5718 (c) and shall include a reconciliation of payments to CONTRACTOR and all revenue received by CONTRACTOR.
6. Current and/or future contract service payments to CONTRACTOR will be withheld by the COUNTY until the year-end Cost Report(s) and/or any other previous year cost report(s) are reconciled, settled and signed by CONTRACTOR, and received and approved by the COUNTY.

I. AUDITS:

1. CONTRACTOR agrees that any duly authorized representative of the Federal Government, the State or COUNTY shall have the right to audit, inspect, excerpt, copy or transcribe any pertinent records and documentation relating to this Agreement or previous years' Agreement(s).
2. 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 years' Agreement(s) may result in contract payment withholding and/or a disallowance to be paid in full upon demand.

- 1 3. If this contract is terminated in accordance with Section XXIX,
2 TERMINATION PROVISIONS, COUNTY, Federal and/or State
3 governments may conduct a final audit of the CONTRACTOR. Final
4 reimbursement to CONTRACTOR by COUNTY shall not be made until
5 all audit results are known and all accounts are reconciled. Revenue
6 collected by CONTRACTOR during this period for services provided
7 under the terms of this Agreement will be regarded as revenue
8 received and deducted as such from the final reimbursement claim.
- 9 4. Any audit exception resulting from an audit conducted by any duly
10 authorized representative of the Federal Government, the State or
11 COUNTY shall be the responsibility of the CONTRACTOR. Any audit
12 disallowance adjustments may be paid in full upon demand or withheld
13 at the discretion of the Director of Mental Health against amounts due
14 under this Agreement or Agreements(s) in subsequent years.

15 **K. BANKRUPTCY:**

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

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**SCHEDULE I
MENTAL HEALTH**

CONTRACT PROVIDER NAME **Golden Rainbow Center**

FISCAL YEAR: **2010/2011**

NEGOTIATED RATE () ACTUAL COST (X) NEGOTIATED NET AMOUNT (X)
 DEPT ID/PROGRAM: **4100221242-74700** SYSTEM RU NUMBER: **TBD**

74720

	Outpatient Mental	Mental Health	Start-up		TOTAL
TYPE OF MODALITY	Health Services	Outreach			
MODE OF SERVICE:	15	45			
SERVICE FUNCTION:					
PROCEDURE CODES:	310, 360, 440, 520, 410, 420, 400	619, 620			
UNIT MEASUREMENT:	minute	hour			
NUMBER OF UNITS:	n/a	n/a			0
COST PER UNIT:	n/a	n/a			
GROSS COST:	\$34,865	\$11,622	\$7,500		\$53,987
LESS REVENUES COLLECTED					
BY CONTRACTORS:					
A. PATIENT FEES					0
B. PATIENT INSURANCE					0
C. OTHER					0
TOTAL CONTRACTOR REVENUES					0
MAXIMUM OBLIGATION	\$34,865	\$11,622	\$7,500	\$0	\$53,987
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:					%
A. MHSA - PREVENTION AND EARLY INTERVENTION				\$53,987	100.00%
F. OTHER:					
TOTAL (SOURCES OF FUNDING)	\$34,865	\$11,622	\$7,500	\$53,987	100%

FUNDING SOURCES DOCUMENT: 2010/11-CLIB BUDGET NET FUNDING

STAFF ANALYST SIGNATURE: *K. Sorenson* *10-28-10*

FISCAL SERVICES SIGNATURE: *Betty Crisley* *11/1/2010*

COUNTY OF RIVERSIDE
DEPARTMENT OF MENTAL HEALTH

MHSA



This agreement is made and entered into by and between the County of Riverside, a political subdivision of the state of California, hereinafter referred to as COUNTY and Family Services of the Desert, hereinafter referred to as CONTRACTOR.

PREAMBLE

WHEREAS, California voters approved Proposition 63 during the November 2004 General Election. Proposition 63, the Mental Health Services Act [hereinafter "MHSA"], became effective on January 1, 2005. Through imposition of a 1% tax on personal income in excess of \$1 million, the MHSA provides the opportunity for the State Department of Mental Health [hereinafter also "DMH" and "the state"] to provide increased funding, personnel and other resources to support county mental health programs and monitor progress toward statewide goals for children/youth, adults, older adults and families.

WHEREAS, components of the MHSA Integrated Expenditure Plan will include elements required by W&I Code Section 5847 and related regulations.

WHEREAS, the COUNTY desires to extend to the residents of Riverside County certain mental health services contemplated and authorized by the MHSA, California Welfare and Institutions Code (WIC) Section 5600 et seq., and Government Code Section 26227 et seq., California Code of Regulations, Title 9, Division 1, and Title 22, which the CONTRACTOR is equipped, staffed and prepared to provide; and

WHEREAS, the COUNTY believes that it is in the best interest of the people of Riverside County to provide these services by contract; and

WHEREAS, these services as described in Exhibit A attached hereto, shall be provided by CONTRACTOR in accordance with the applicable Federal, State and local laws, codes and policies contained in, but not limited to, Exhibit B attached hereto.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto mutually agree, as provided on pages 1 through 34 and Exhibits A, B, and C attached hereto and incorporated herein.

CONTRACTOR

COUNTY

By: _____

By: _____

Marion Ashley, Chairman, Board of Supervisors

John L. Brown

Date: _____

Print Name

Date: 11-19-2010

Attest

By: _____

Kecia Harper-Ihem, Clerk of the Board

John L. Brown

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I

DESCRIPTION OF SERVICES:

CONTRACTOR agrees to provide services in the form as described in Exhibit A, attached hereto and by reference incorporated herein.

II

PERIOD OF PERFORMANCE:

This contract shall be effective on the date of execution, and continue in effect through June 30, 2011. The contract may thereafter be renewed annually, up to an additional four (4) years, subject to the availability of funds.

III

REIMBURSEMENT AND PAYMENT:

A. In consideration of services provided by CONTRACTOR, COUNTY shall reimburse CONTRACTOR in the amount and manner described in Exhibit C, attached hereto and by this reference incorporated herein.

B. All HIPAA covered healthcare providers must obtain an NPI. Provider site NPIs must be submitted to the Riverside County Department of Mental Health (RCDMH) Information Services Unit prior to rendering services to clients. Contractors providing Medi-Cal billable services must also submit rendering (individual) provider NPIs to RCDMH Information Services Unit for each staff member providing Medi-Cal billable services. Contractor reimbursement will not be processed unless NPIs are on file with RCDMH in advance of providing services to clients. It is the responsibility of each contract provider site and individual staff member that bills Medi-Cal to obtain an NPI from the National Plan and Provider Enumeration System (NPPES). Each contract site, as well as every staff member that provides billable services, is responsible for notifying the National Plan & Provider Enumeration System (NPPES) within 30 days of any updates to personal information (worksite address, name changes, taxonomy code changes, etc.).

1 IV

2 PROGRAM SUPERVISION, MONITORING AND REVIEW:

3 Pursuant to Welfare & Institutions Code (WIC), Section 5608, services hereunder shall
4 be provided by CONTRACTOR under the general supervision of the County Director of
5 Mental Health, hereinafter called DIRECTOR, or his authorized designee. CONTRACTOR
6 agrees to extend to DIRECTOR, his designee, the COUNTY Contract Monitoring Team,
7 and to authorized State representatives, the right to review and monitor CONTRACTOR'S
8 facilities, programs, policies, practices, books, records, or procedures at any reasonable
9 time. In exercising the right to review or monitor CONTRACTOR'S administrative, clinical,
10 fiscal and program components, staff, and facility(ies), the COUNTY shall enforce
11 applicable contract provisions and COUNTY policies with regards to threats and violent
12 behavior or harassment in the workplace concerning its employees.

13 If at any point during the duration of this Agreement, the COUNTY determines
14 CONTRACTOR is out of compliance with any provision in this Agreement, the COUNTY
15 may request a plan of correction, after providing the CONTRACTOR with written
16 notification and the basis for the finding of noncompliance. Within thirty (30) days of
17 receiving notification, the CONTRACTOR shall provide a written plan of corrective action
18 addressing the non-compliance.

19 If the COUNTY accepts the CONTRACTOR'S proposed plan of correction, it shall
20 suspend other punitive actions to give the CONTRACTOR the opportunity to come into
21 compliance. If the COUNTY determines CONTRACTOR has failed to implement corrective
22 action, funds may be withheld until compliance is achieved. CONTRACTOR shall
23 cooperate with any such effort by COUNTY including follow-up investigation and interview
24 of witnesses. Failure to cooperate or take corrective action as may be indicated by an
25 investigation could result in termination of this Agreement.

26 V

27 STATUS OF CONTRACTOR:

28 This Agreement is by and between the COUNTY and CONTRACTOR and is not
29 intended, and shall not be construed, to create the relationship of agent, servant,

1 employee, partnership, joint venture, or association, as between COUNTY and
2 CONTRACTOR and CONTRACTOR and its employees and agents shall not be entitled to
3 any benefits payable to COUNTY employees. CONTRACTOR is, and shall at all times be
4 deemed to be, an independent contractor and shall be wholly responsible for the manner in
5 which it performs the services required of it by the terms of this Agreement.
6 CONTRACTOR assumes the exclusive responsibility and liability for the acts of its
7 employees or agents as they relate to services to be provided. CONTRACTOR shall bear
8 the sole responsibility and liability for furnishing workers' compensation benefits to any
9 person for injuries arising from or connected with services performed on behalf of COUNTY
10 pursuant to this Agreement. CONTRACTOR certifies that it is aware of the Occupational
11 Safety and Health Administration (OSHA) of the U.S. Department of Labor, the derivative
12 Cal/OSHA standards and laws and regulations relating thereto, and shall comply therewith
13 as to all relative elements under this Agreement. CONTRACTOR is responsible for
14 payment and deduction of all employment-related taxes on CONTRACTORS' behalf and
15 for CONTRACTORS' employees, including but not limited to all Federal and State income
16 taxes and withholdings. COUNTY shall not be required to make any deductions from
17 compensation payable to CONTRACTOR for these purposes. CONTRACTOR shall
18 indemnify COUNTY against any and all claims that may be made against COUNTY based
19 upon any contention by a third party that an employer-employee relationship exists by
20 reason of this contract; and CONTRACTOR shall indemnify COUNTY for any and all
21 federal or state withholding or retirement payments which COUNTY may be required to
22 make pursuant to federal or state law.

23 A. Contractor shall maintain as appropriate the following:

- 24 1. Articles of Incorporation;
- 25 2. Amendments of Articles;
- 26 3. List of agency's Board of Directors and Advisory Board;
- 27 4. A resolution indicating who is empowered to sign all contract documents
28 pertaining to the agency;
- 29 5. By-laws and minutes of Board meetings;

1 VI

2 ADMINISTRATIVE CHANGE IN STATUS:

3 A. If, during the term of the Agreement, there is a change in CONTRACTOR'S status, a
4 detailed description of the change must be submitted to COUNTY in writing at least sixty
5 (60) days prior to the effective date of the change. A change in status is defined as a name
6 change not amounting to a change of ownership, moving a facility's service location within
7 the same region, closing a facility with services being offered in another already existing
8 contracted facility, or change in services offered without an increase to the contract
9 maximum. Other changes to the contract may result in a more formal contract amendment.
10 Involuntary changes of status due to disasters should be reported to the COUNTY as soon
11 as possible.

12 B. CONTRACTOR is responsible for providing to the COUNTY, annually, at the
13 beginning of each fiscal year and upon execution of the CONTRACTOR'S agreement,
14 emergency and/or after hour contact information for the CONTRACTOR'S organization.
15 CONTRACTOR emergency and/or after hour contact information shall include, but is not
16 limited to, first and last name of emergency and/or after hour contact, telephone number,
17 cellular phone number, and applicable address(s).

18 C. CONTRACTOR shall be responsible for updating this information, immediately and
19 in writing, when changes in CONTRACTOR'S emergency and/or after hour contact
20 information occurs during the fiscal year or prior to the end of the fiscal year. Written
21 CONTRACTOR updates of this information shall be provided to the COUNTY.

22 VII

23 DELEGATION AND ASSIGNMENT:

24 CONTRACTOR may not delegate the obligations hereunder, either in whole or in part,
25 without prior written consent of COUNTY; provided, however, obligations undertaken by
26 CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts,
27 provided such subcontracts are approved in writing by DIRECTOR (or his designee), meet
28 the requirements of this Agreement as they relate to the service or activity under
29 subcontract, and include any provisions that DIRECTOR (or his designee) may require. No

1 subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY
2 pursuant to this Agreement.

3 CONTRACTOR may not assign the rights hereunder, either in whole or in part, without
4 the prior written consent of COUNTY. Any attempted assignment or delegation in
5 derogation of this paragraph shall be void. Any change in the corporate or business
6 structure of CONTRACTOR, such as a change in ownership or majority ownership change
7 resulting in a change to the Federal Tax Id, shall be deemed an assignment for purposes of
8 this paragraph.

9 VIII

10 ALTERATION:

11 No alteration or variation of the terms of this Agreement shall be valid unless made in
12 writing and signed by the parties hereto, and no verbal understanding or Agreement not
13 incorporated herein, shall be binding on any of the parties hereto.

14 IX

15 LICENSE(S)/CERTIFICATION(S):

16 CONTRACTOR warrants that it has all necessary licenses, permits, approvals,
17 certifications, waivers and exemptions necessary to provide services hereunder and
18 required by the laws or regulations of the United States, State of California, the COUNTY
19 OF RIVERSIDE and all other appropriate governmental agencies, and agrees to maintain
20 these throughout the term of this Agreement. Examples of license(s)/certifications include;
21 Fire clearance and zoning permit; business license, community care license and/or Medi-
22 Cal certification as appropriate. CONTRACTOR shall notify DIRECTOR, or his designee,
23 immediately and in writing of its inability to maintain, irrespective of the tendency of an
24 appeal, such licenses, permits, approvals, certifications, waivers or exemptions

25 X

26 INDEMNIFICATION:

27 CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special
28 Districts, and Departments of the County of Riverside, the State of California, their
29 respective directors, officers, Board of Supervisors, employees, agents, elected and

1 appointed officials and representatives from any liability whatsoever, based or asserted
2 upon services of CONTRACTOR, its agents, employees, or subcontractors, arising out of
3 or in anyway relating to this Agreement, for property damage, bodily injury, or death or any
4 other element of damage of any kind or nature resulting from any acts or failure to act or
5 omission on the part of the CONTRACTOR, its directors, officers, agents, employees or
6 subcontractors hereunder, and CONTRACTOR shall defend, at its sole expense, including
7 but not limited to attorney fees, all Agencies, Districts, Special Districts, and Departments
8 of the County of Riverside, the State of California, their respective directors, officers, Board
9 of Supervisors, employees, agents, elected and appointed officials and representatives and
10 in any legal claim or action based upon such alleged acts, failure to act or omissions.

11 XI

12 INSURANCE:

13 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold
14 harmless the County of Riverside and the State of California, CONTRACTOR shall procure
15 and maintain or cause to be maintained, at its sole cost and expense, the following
16 insurance coverages during the term of this Agreement.

17 A. Workers' Compensation: If CONTRACTOR has employees as defined by the State
18 of California, CONTRACTOR shall maintain Workers' Compensation Insurance (Coverage
19 A) as prescribed by the laws of the State of California. Policy shall include Employers'
20 Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000
21 per person per accident. Policy shall be endorsed to waive subrogation in favor of the
22 County of Riverside; and, if applicable, to provide a Borrowed Servant/Alternate Employer
23 Endorsement.

24 B. Commercial General Liability: Commercial General Liability insurance coverage,
25 including but not limited to, premises liability, contractual liability, completed operations,
26 personal and advertising injury covering claims which may arise from or out of
27 CONTRACTOR'S performance of its obligations hereunder, whether such operations, use
28 or performance by CONTRACTOR, and, including but not limited to, any subcontractor,
29 vendor, or anyone employed directly or indirectly by them or volunteers serving either of

1 them. Policy shall name all Agencies, Districts, Special Districts, and Departments of the
2 County of Riverside, the State of California, their respective directors, officers, Board of
3 Supervisors, employees, elected and appointed officials, agents or representatives as
4 Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per
5 occurrence combined single limit. If such insurance contains a general aggregate limit, it
6 shall apply separately to this agreement or be no less than two (2) times the occurrence
7 limit.

8 C. Vehicle Liability: If CONTRACTOR uses any vehicles or mobile equipment in the
9 performance of the obligations under this Agreement, CONTRACTOR shall maintain
10 liability insurance for all owned, non-owned or hired vehicles in an amount not less than
11 \$1,000,000 per occurrence combined single limit. If such insurance contains a general
12 aggregate limit, it shall apply separately to this agreement or be no less than two (2) times
13 the occurrence limit. Policy shall name, all Agencies, Districts, Special Districts, and
14 Departments of the County of Riverside, the State of California, their respective directors,
15 officers, Board of Supervisors, employees, elected and appointed officials, agents or
16 representatives as Additional Insureds.

17 D. Professional Liability: CONTRACTOR shall maintain Professional Liability Insurance
18 providing coverage for performance of work included within this Agreement, with a limit of
19 liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If
20 CONTRACTOR'S Professional Liability Insurance is written on a 'claims made' basis rather
21 than on an 'occurrence' basis, such insurance shall continue through the term of this
22 Agreement. Upon termination of this Agreement or the expiration or cancellation of the
23 claims made insurance policy, CONTRACTOR shall purchase at his sole expense either 1)
24 an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates
25 Coverage from a new insurer with a retroactive date back to the date of, or prior to, the
26 inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that
27 CONTRACTOR has maintained continuous coverage with the same or original insurer.
28 Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years
29 beyond the termination of this Agreement.

1 E. General Insurance Provisions - All lines:

2 1. Any insurance carrier providing insurance coverage hereunder shall be
3 admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII
4 (A: 8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If
5 the County's Risk Manager waives a requirement for a particular insurer such waiver is only
6 valid for that specific insurer and only for one policy term.

7 2. The CONTRACTOR'S insurance carrier(s) must declare its insurance
8 deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed
9 \$500,000 per occurrence such deductibles and/or retentions shall have the prior written
10 consent of the County Risk Manager before the commencement of operations under this
11 Agreement. Upon notification of deductibles or self insured retentions which are deemed
12 unacceptable to the COUNTY, at the election of the COUNTY'S Risk Manager,
13 CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-
14 insured retentions as respects this Agreement with the COUNTY, or 2) procure a bond
15 which guarantees payment of losses and related investigations, claims administration,
16 defense costs and expenses.

17 3. The CONTRACTOR shall cause their insurance carrier(s) to furnish the
18 County of Riverside with 1) a properly executed original Certificate(s) of Insurance and
19 certified original copies of Endorsements effecting coverage as required herein; or, 2) if
20 requested to do so orally or in writing by the COUNTY Risk Manager, provide original
21 Certified copies of policies including all Endorsements and all attachments thereto, showing
22 such insurance is in full force and effect. Further, said Certificate(s) and policies of
23 insurance shall contain the covenant of the insurance carrier(s) shall provide no less than
24 thirty (30) days written notice be given to the County of Riverside prior to any material
25 modification or cancellation of such insurance. In the event of a material modification or
26 cancellation of coverage, this Agreement shall terminate forthwith, unless the County of
27 Riverside receives, prior to such effective date, another properly executed original
28 Certificate of Insurance and original copies of endorsements or certified original policies,
29 including all endorsements and attachments thereto evidencing coverages and the

1 insurance required herein is in full force and effect. Individual(s) authorized by the
2 insurance carrier to do so on its behalf shall sign the original endorsements for each policy
3 and the Certificate of Insurance. Certificates of insurance and certified original copies of
4 Endorsements effecting coverage as required herein shall be delivered to Riverside County
5 Mental Health Department, P.O. Box 7549, Riverside, CA 92513-7549, Contracts Division.
6 CONTRACTOR shall not commence operations until the County of Riverside has been
7 furnished original Certificate (s) of Insurance and certified original copies of endorsements
8 or policies of insurance including all endorsements and any and all other attachments as
9 required in this Section.

10 4. It is understood and agreed by the parties hereto and the CONTRACTOR'S
11 insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant
12 and shall be construed as primary insurance, and the COUNTY'S insurance and/or
13 deductibles and/or self-insured retentions or self-insured programs shall not be construed
14 as contributory.

15 5. CONTRACTOR shall pass down the insurance obligations contained herein
16 to all tiers of subcontractors working under this Agreement.

17 6. Failure by CONTRACTOR to procure and maintain the required insurance
18 shall constitute a material breach of contract upon which COUNTY may immediately
19 terminate or suspend this Agreement.

20 XII

21 LIMITATION OF COUNTY LIABILITY:

22 Notwithstanding any other provision of this Agreement, the liability of County shall not
23 exceed the amount of funds appropriated in support of this Agreement by the California
24 Legislature.

25 XIII

26 WARRANTY AGAINST CONTINGENT FEES:

27 CONTRACTOR warrants that no person or selling agency has been employed or
28 retained to solicit or secure this Agreement upon any Agreement or understanding for any
29 commission, percentage, brokerage, or contingent fee, expecting bona fide employees or

1 bona fide established commercial or selling agencies maintained by Contractor for the
2 purpose of securing business. For Contractor's breach or violation of this warranty, County
3 may, at its sole discretion, deduct from the Agreement price of consideration, or otherwise
4 recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5 XIV

6 NONDISCRIMINATION:

7 A. Employment:

8 1. Affirmative Action shall be taken to ensure that applicants are employed, and
9 that employees are treated during employment, without regard to their race, religion, color,
10 sex, national origin, age, sexual preference, or physical or mental handicap. Such
11 affirmative action shall include, but not be limited to the following: employment, upgrading,
12 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of
13 pay or other forms of compensation; and selection for training, including apprenticeship.
14 There shall be posted in conspicuous places, available to employees and applicants for
15 employment, notices from DIRECTOR, or his designee, and/or the United States Equal
16 Employment Opportunity Commission setting forth the provisions of this Section.

17 2. All solicitations or advertisements for recruitment of employment placed by or
18 on behalf of CONTRACTOR shall state that all qualified applicants will receive
19 consideration for employment without regard to race, religion, color, sex, national origin,
20 age, sexual preference, or physical or mental handicap.

21 3. Each labor union or representative of workers with which CONTRACTOR has
22 a collective bargaining Agreement or other contract or understanding must post a notice
23 advising the labor union or workers' representative of the commitments under this
24 Nondiscrimination Section and shall post copies of the notice in conspicuous places
25 available to employees and applicants for employment.

26 4. In the event of noncompliance with this section or as otherwise provided by
27 State and Federal law, this Agreement may be terminated or suspended in whole or in part
28 and CONTRACTOR may be declared ineligible from further contracts involving State funds.
29

1 the applicable Federal Department of Health and Human Services (DHHS) regulations (45
2 CFR 84), and all guidelines and interpretations issued pursuant thereto.

3 XVI

4 REPORTS:

5 A. CONTRACTOR must adhere to Federal, State, and County reporting requirements
6 as mandated by law. The COUNTY shall provide instruction and direction regarding County
7 policies and procedures for meeting requirements.

8 B. CONTRACTOR shall provide the COUNTY with applicable reporting documentation
9 as specified and/or required by the COUNTY, State Department of Mental Health and
10 Federal guidelines. COUNTY may provide additional instructions on reporting
11 requirements.

12 C. CONTRACTOR may participate in the COUNTY'S Management Information System
13 as required by the DIRECTOR, or his designee. CONTRACTOR is required to report
14 program, client and staff data about the CONTRACTOR'S program and services, by the
15 fifth (5th) working day of each month.

16 D. CONTRACTOR shall comply with the State reporting requirements pursuant to the
17 California Code of Regulations, Title 9, section 10561. Upon the occurrence of any of the
18 events listed hereafter, the CONTRACTOR shall make a telephonic report to the State
19 department of licensing staff (hereinafter "State") within one (1) working day. The
20 telephonic report is to be followed by a written report to the COUNTY within twenty-four
21 (24) hours of the incident and within seven (7) days of the event to the State. If a report to
22 local authorities exists which meets the requirements cited, a copy of such a report will
23 suffice for the written report required by the State.

24 1. Events reported shall include:

- 25 a. Death of any resident from any cause
26 b. Any facility related injury of any resident which requires medical treatment
27 c. All cases of communicable disease reportable under Section 2502 of Title 17,
28 California Code of Regulations shall be reported to the local health officer in
29 addition to the State

1 d. Poisonings

2 e. Catastrophes such as flooding, tornado, earthquake or any other natural
3 disaster

4 f. Fires or explosions which occur in or on the premises

5 2. Information provided shall include the following:

6 a. Residents' name, age, sex, and date of admission

7 b. Date, time and nature of the event

8 c. Attending physician's name, findings and treatment, if any.

9 d. The items below shall be reported to the State within ten (10) working days
10 following the occurrence.

11 i. The organizational changes specified in Section 10531(a) of this subchapter

12 ii. Any change in the licensee's or applicants mailing address

13 3. Any change of the administrator of the facility. Such notification shall include the
14 new administrator's name, address and qualifications

15 E. COUNTY reserves the right to perform further investigation(s) of any and all adverse
16 incidents as outlined in subparagraph d above at their discretion, and based on the
17 outcome of the adverse incident investigation; we may suspend referrals or terminate
18 CONTRACTOR contract until COUNTY receives corrective action.

19 XVII

20 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

21 CONTRACTOR is subject to all relevant requirements contained in the Health
22 Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted
23 August 21, 1996, and the laws and regulations promulgated subsequent thereto.
24 CONTRACTOR hereto agrees to cooperate in accordance with the terms and intent of this
25 Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under
26 this Law.

1 XVIII

2 CONFIDENTIALITY OF CLIENT INFORMATION:

3 CONTRACTOR shall maintain the confidentiality of all client identifying information
4 contained in records, including but not limited to patient/client records/charts, billing
5 records, research and client identifying reports, and the COUNTY'S client management
6 information system (SPUDS) in accordance with WIC Sections 14100.2 and 5328 et seq,
7 Title 42 Code of Federal Regulations, Section 431.300 et seq., Section 1320 D et seq, of
8 Title 42, United States Code and it's impending regulations (including but not limited to Title
9 45, CFR, Parts 142, 160, 162, 164) and all other applicable current or future COUNTY,
10 State and Federal laws, regulations, ordinances and directives relating to confidentiality
11 and security of client records and information.

12 A. The CONTRACTOR shall protect from unauthorized disclosure, confidential client
13 identifying information obtained or generated in the course of providing services pursuant to
14 this contract except for non-identifying statistical information. The CONTRACTOR shall not
15 use identifying information for any purpose other than carrying out the CONTRACTOR'S
16 obligations under this contract

17 B. The CONTRACTOR shall not disclose confidential client identifying information
18 except as authorized by client, clients' legal representative or as permitted by Federal or
19 State law, to anyone other than the COUNTY or State without prior valid authorization from
20 the client or clients' legal representative in accordance with State and Federal laws. Any
21 disclosures made shall be logged and the log maintained in accordance with State and
22 Federal law.

23 C. If CONTRACTOR receives any requests by subpoena, from attorneys, insurers or
24 beneficiaries for copies of bills, CONTRACTOR will provide the COUNTY with a copy of
25 any document released as a result of such request, and will provide the name, address and
26 telephone number of the requesting party.

27 D. For purposes of the above paragraphs, identifying information is considered to be
28 any information that reasonably identifies an individual and their past, present, or future
29 physical or mental health or condition. This includes, but is not limited to, any combination

1 of the person's name, address, Social Security Number, date of birth, identifying number,
2 symbol, or other identifying particular assigned to the individual, such as finger or voice
3 print, or photograph.

4 E. Notification of Electronic Breach or Improper Disclosure: During the term of this
5 Agreement, CONTRACTOR shall notify COUNTY, immediately upon discovery of any
6 breach of Medi-Cal Protected Health Information (PHI) and/or data, where the information
7 and/or data is reasonably believed to have been acquired by an unauthorized person.
8 Immediate notification shall be made to the COUNTY Mental Health Compliance Officer
9 within two business days of discovery at (800) 413-9990. The CONTRACTOR shall take
10 prompt corrective action to cure any deficiencies and any action pertaining to such
11 unauthorized disclosure required by applicable Federal and State Laws and regulations.
12 The CONTRACTOR shall investigate such breach and provide a written report of the
13 investigation to the COUNTY Mental Health Compliance Officer, postmarked within thirty
14 (30) working days of the discovery of the breach to the address below.

15 Mental Health Compliance Officer
16 Riverside County Department of Mental Health
17 P.O. Box 7549
18 Riverside, CA 92513

19 F. Safeguards: The CONTRACTOR shall implement administrative, physical, and
20 technical safeguards that reasonably and appropriately protect the confidentiality, integrity,
21 and availability of the protected health information, included electronic PHI, that it creates,
22 receives, maintains, or transmits on behalf of COUNTY; and to prevent use or disclosure of
23 PHI other than as provided for by this Agreement. CONTRACTOR shall develop and
24 maintain a written information privacy and security program that includes administrative,
25 technical and physical safeguards appropriate to the size and complexity of the
26 CONTRACTOR's operations and the nature and scope of its activities. CONTRACTOR
27 shall provide COUNTY with information concerning such safeguards as COUNTY may
28 reasonably requests from time to time.

1 G. The CONTRACTOR shall implement strong access controls and other security
2 safeguards and precautions as noted in the following to restrict logical and physical access
3 to confidential, personal (e.g., PHI) or sensitive data to authorized users only. The
4 CONTRACTOR shall enforce the following administrative and technical password controls
5 on all systems used to process or store confidential, personal, or sensitive data:

6 1. Passwords must not be:

- 7 a. Shared or written down where they are accessible or recognizable by anyone
- 8 else, such as taped to computer screens, stored under keyboards, or visible in a
- 9 work area
- 10 b. shared dictionary word
- 11 c. Stored in clear text

12 2. Passwords must be:

- 13 a. 8 characters or more in length
- 14 b. changed every 90 days
- 15 c. changed immediately if revealed or compromised
- 16 d. composed of characteristics from at least three of the following four groups from
- 17 the standard keyboard:

- 18 i. Upper Case letter (A-Z);
- 19 ii. Lower case letters (a-z);
- 20 iii. Arabic numerals (0 through 9); and
- 21 iv. Non-alphanumeric characters (punctuation symbols)
- 22 v. The CONTRACTOR shall implement the following security controls on each
- 23 workstation or portable computing device (e.g., laptop computer) containing
- 24 confidential, personal, or sensitive data:

- 25 (1) network-based firewall and/or personal firewall
- 26 (2) continuously updated anti-virus software
- 27 (3) Patch management process including installation of all operating
- 28 system/software vendor security patches.

1 H. The CONTRACTOR shall utilize a commercial encryption solution that has received
2 FIPS 140 -2 validation to encrypt all confidential, Personal, or sensitive data stored on
3 portable electronic media (including, but not limited to, CDs and thumb drives) and on
4 portable computing devices (including, but not limited to, laptop and notebook computers).

5 I. The CONTRACTOR shall not transmit confidential, personal, or sensitive data via-e-
6 mail or other internet transport protocol unless the data is encrypted by a solution that has
7 been validated by the National Institute of Standards and Technology (NIST) as conforming
8 to the Advanced Encryption Standard (AES) Algorithm.

9 1. Mitigation of Harmful Effects. The CONTRACTOR shall mitigate, to the extent
10 practicable, any harmful effect that is known to CONTRACTOR of a use or
11 disclosure of PHI by CONTRACTOR or its subcontractors in violation of the
12 requirements of these Provisions.

13 2. The CONTRACTOR shall protect from unauthorized disclosure, confidential
14 client identifying information obtained or generated in the course of providing services
15 pursuant to this contract except for non-identifying statistical information. The
16 CONTRACTOR shall not use identifying information for any purpose other than carrying out
17 the CONTRACTOR'S obligations under this contract.

18 3. Disclaimer: COUNTY makes no warranty or representation that compliance by
19 CONTRACTOR with these Provisions, HIPAA or HIPAA regulations will be adequate or
20 satisfactory for CONTRACTOR's own purposes or that any information in CONTRACTOR's
21 possession or control, or transmitted or received by CONTRACTOR, is or will be secure
22 from unauthorized use or disclosure. CONTRACTOR is solely responsible for all decisions
23 made by CONTRACTOR regarding the safeguarding of PHI.

24 J. Interpretation: The terms and conditions in these Provisions shall be interpreted as
25 broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and
26 applicable State laws. The parties agree that any ambiguity in the terms and conditions of
27 these Provisions shall be resolved in favor of a meaning that complies and is consistent
28 with HIPAA and the HIPAA regulations.

1 K. CONTRACTOR shall require all its officers, employees, associates, and agents
2 providing services hereunder to acknowledge, in writing, understanding of and Agreement
3 to comply with said confidentiality provisions.

4 XIX

5 RECORDS:

6 All records shall be available for inspection by the designated auditors of COUNTY,
7 State Department of Mental Health, State Department of Justice, State Department of
8 Health Services, U.S. Department of Health and Human Services and the U.S Office of the
9 Inspector General at reasonable times during normal business hours. Records include, but
10 are not limited to all physical and electronic records originated or prepared pursuant to the
11 performance under this contract including, but not limited to, working papers, reports,
12 financial records or books of account, medical records, prescription files, subcontracts, any
13 and other documentation pertaining to medical and non-medical services for clients. Upon
14 request, at any time during the period of this contract, the CONTRACTOR will furnish any
15 such record or copy thereof, to the COUNTY. CONTRACTOR shall be subject to the
16 examination and audit of the Office of the Inspector General for a period of three (3) years
17 after final payment under contract.

18 A. Medical Records. CONTRACTOR shall adhere to the licensing authority, the State
19 Department of Social Services, the State Department of Mental Health and Medi-Cal
20 documentation standards, as applicable. CONTRACTOR shall maintain adequate medical
21 records on each individual client which includes at a minimum, a client care plan, diagnostic
22 procedures, evaluation studies, problems to be addressed, medications provided, and
23 records of service provided by the various personnel in sufficient detail to make possible an
24 evaluation of services, including records of client interviews and progress notes.

25 B. Financial Records. CONTRACTOR shall maintain complete financial records that
26 clearly reflect the cost of each type of service for which payment is claimed. Any
27 apportionment of costs shall be made in accordance with generally accepted accounting
28 principles and shall evidence proper audit trails reflecting the true cost of the services
29 rendered. Allowable costs shall be those costs defined in Centers for Medicare and

1 Medicaid Services Manual (CMS 15-1). Statistical data shall be kept and reports made as
2 required by the DIRECTOR, or his designee, and the State of California. All such records
3 shall be available for inspection by the designated auditors of COUNTY or State at
4 reasonable times during normal business hours.

5 C. Financial Record Retention. Appropriate financial records shall be maintained and
6 retained by CONTRACTOR for at least five (5) years or, in the event of an audit exception
7 and appeal, until the audit finding is resolved, whichever is later.

8 D. Patient/Client Record Retention. Patient/Client records shall be maintained and
9 retained by CONTRACTOR for a minimum of seven (7) years following discharge of the
10 client. Records of minors shall be kept for seven (7) years after such minor has reached
11 the age of eighteen years. Thereafter, the client file is retained for seven (7) years after the
12 client has been discharged from services.

13 E. Shared Records/Information. CONTRACTOR and COUNTY shall maintain a
14 reciprocal shared record and information policy, which allows for sharing of client records
15 and information between CONTRACTOR and COUNTY. Either COUNTY or
16 CONTRACTOR shall not release these client records or information to a third party without
17 a valid authorization.

18 F. Property of client records. COUNTY is the owner of all patient care/client records. In
19 the event that the contract is terminated, the CONTRACTOR is required to prepare and box
20 the client medical records so that they can be archived by the County, according to
21 procedures developed by the County. The COUNTY is responsible for taking possession
22 of the records and storing them according to regulatory requirements. The COUNTY is
23 required to provide the CONTRACTOR with a copy of any medical record that is requested
24 by the CONTRACTOR, as required by regulations, at no cost to the CONTRACTOR, and in
25 a timely manner.

26 XX

27 STAFFING:

28 CONTRACTOR shall comply with the staffing expectations as required by state
29 licensing requirements and as may be additionally described in Exhibit A. Such personnel

1 shall be qualified, holding appropriate license(s)/certificate(s) for the services provided in
2 accordance with the WIC Section 5751.2, the requirements set forth in Title 9 of the
3 California Code of Regulations (CCR), the Business and Professions Code, State
4 Department of Mental Health policy letters, and any amendments thereto. CONTRACTOR
5 shall maintain specific job descriptions/duty statements for each position describing the
6 assigned duties, reporting relationship, and shall provide sufficient detail to serve as the
7 basis for an annual performance evaluation. Furthermore, CONTRACTOR acknowledges
8 all its officers; employees, associates, and agents providing services hereunder are eligible
9 for reimbursement for said services by their exclusion from the Federal "List of Excluded
10 Parties" registry.

11 A. During the term of this Agreement, CONTRACTOR shall maintain and shall provide
12 upon request to authorized representatives of COUNTY, the following:

13 1. A list of persons who are providing services hereunder by name, title,
14 professional degree, licensure, experience, credentials, Cardiopulmonary Resuscitation
15 training, First Aid training, languages spoken, Race/Ethnicity with an option to select "Prefer
16 Not to Say" and any other information deemed necessary by the Director or designee.

17 2. Personnel policies and procedures;

18 a. Personnel file for each staff member (including subcontractors, as approved
19 by COUNTY and volunteers) that includes at minimum the following:

20 b. Resume/application, proof of current licensure, certification, registration;

21 c. List of Training;

22 d. Annual job performance evaluation; and,

23 e. Personnel action document for each change in status of the employee.

24 B. CONTRACTOR shall provide an initial orientation to the program, program goals,
25 policy and procedure review, emergency procedures and treatment services.

26 C. CONTRACTOR shall institute and maintain an in-service training program of
27 treatment review and case conferences in which professional and other appropriate
28 personnel shall participate.

29

1 D. CONTRACTOR shall have appropriate staff trained and/or certified in CPR, First
2 Aid, Emergency/Disaster Planning, non-violent crisis intervention, de-escalation of agitation
3 and potential violence, and procedures to protect both staff and the clients from violent
4 behavior.

5 E. Training plans shall be documented and discussed with staff. Continuing
6 development of staff expertise shall be encouraged.

7 F. The CONTRACTOR recognizes the importance of child and family support
8 obligations and shall fully comply with all applicable State and Federal laws relating to child
9 and family support enforcement, including, but not limited to, disclosure of information and
10 compliance with earnings assignment orders, as provided in Chapter 8, commencing with
11 Section 5200, of Part 5 of Division 9 of the Family Code.

12 G. In accordance with section 6032 of the Deficit Reduction Act of 2005, Contractor
13 shall establish and disseminate written policies for all employees that include detailed
14 information about the False Claims Act and the other provisions named in section
15 1902(a)(68)(A). Included in these written policies shall be detailed information about
16 contractor's policies and procedures for detecting and preventing fraud, waste, and abuse
17 in federal, state and local health care programs. Contractor shall also include in any
18 employee handbook a specific discussion of the laws described in the written policies, the
19 rights of employees to be protected as whistleblowers, and a specific discussion of
20 Contractor's policies and procedures for detecting and preventing fraud, waste and abuse.

21 H. CONTRACTOR shall follow all Federal, State and County policies, laws and
22 regulations regarding Staffing and/or Employee compensation. All payments or
23 compensation made to CONTRACTOR Staff, Personnel and/or Employees in association
24 with the fulfillment of this agreement shall be made by means of Staff, Personnel and/or
25 Employee Certified Payroll or other auditable documentation justifying the payment or
26 compensation.

CULTURAL COMPETENCY:

CONTRACTOR shall provide services pursuant to this Agreement in a culturally competent manner by recruiting, hiring and maintaining staff that can deliver services in the manner specified to the diverse multi-cultural population served under this Agreement.

CONTRACTOR shall provide multi-cultural services in a language appropriate and culturally sensitive manner, in a setting accessible to diverse communities. Multi-cultural diversity includes, but is not limited to, ethnicity, age, sexual preference, gender and persons who are physically challenged. CONTRACTOR shall document its efforts to provide multi-cultural services in the manner specified. Documentation may include, but not be limited to, the following: records in personnel files attesting to efforts made in recruitment and hiring practices; participation in COUNTY sponsored and other cultural competency training; the availability of literature in multiple languages/formats as appropriate; and identification of measures taken to enhance accessibility for, and sensitivity to, physically challenged individuals.

A. CONTRACTOR shall demonstrate program access; linguistically appropriate and timely mental health service delivery; staff training; and organizational policies and procedures related to the treatment of culturally diverse populations. CONTRACTOR shall perform specific outcome studies, on-site reviews and written reports as requested by COUNTY and made available to the COUNTY upon request. CONTRACTOR shall provide services that are non-discriminatory and that meet the individual needs of the multi-cultural client(s) to be served. CONTRACTOR shall ensure that high quality accessible mental health care includes:

1. Clinical care and therapeutic interventions which are linguistically and culturally appropriate; including, at a minimum, admission, discharge, and medication consent forms available in Spanish.
2. Have a comprehensive management strategy to address culturally and linguistically appropriate services, including strategic goals, plans, policies, procedures, and designated staff responsible for implementation.

1 3. Medically appropriate interventions which acknowledge specific cultural
2 influences.

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

9 Riverside County Department of Mental Health Cultural Competency Program
10 P.O. Box 7549
11 Riverside, California 92513
12 Attention: Cultural Competency Manager
13 Fax: 951-358-4792

14 5. CONTRACTOR agrees to meet with COUNTY'S Cultural Competency
15 Program Manager, as needed by the CONTRACTOR and as coordinated by the
16 COUNTY, to determine and implement cultural competency activities that shall
17 include, but is not limited to, compliance with the cultural competency requirements
18 outlined in Section XXI of this agreement.

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

21 7. CONTRACTOR will be responsible for participating in cultural competency
22 trainings as required by the COUNTY'S Cultural Competency Plan. The following is
23 a partial list of annual cultural competency trainings and topics that may be available
24 through the COUNTY to assist CONTRACTORS with meeting training requirements,
25 though capacity will be limited: Cultural Formulation; Multicultural Knowledge;
26 Cultural Sensitivity; Cultural Awareness; Social/Cultural Diversity; Mental Health
27 Interpreter Training; Training Staff in the use of Mental Health Interpreters; Training
28 in the Use of Interpreters in the Mental Health Setting. In order to attend the
29 COUNTY offered trainings, CONTRACTOR must contact the Cultural Competency

1 Manager at the contact information location in subparagraph 1 of paragraph A. in
2 Section XXI-CULTURAL COMPETENCY.

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

Name of Training Event	Description of Training	How long & how often attended	Attendance by Service Function	No. of Attendees & 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

15 CONTRACTOR training information shall be submitted via facsimile to 951-358-
16 4792 to the attention of the COUNTY Cultural Competency Program Manager on or
17 before June 30 of each fiscal year.

18
19 9. CONTRACTOR is responsible for notifying the COUNTY Cultural
20 Competency Program Manager in writing if the June 30th deadline can not be met.
21 CONTRACTOR will be responsible for requesting an extension from the COUNTY'S
22 Cultural Competency Program Manager. All requests for extensions must be put in
23 writing and mailed or faxed to the COUNTY'S Cultural Competency Program
24 Manager at the contact information listed herein.

25 10. Provide oral and written notices, including translated signage at key points of
26 contact, to clients in their primary language, informing them of their right to receive
27 no-cost interpreter services.

28 B. CONTRACTOR shall cause to be available bilingual professional staff or qualified
29 interpreter to ensure adequate communication between clients and mental health staff.

1 Any individual with limited English language capability or other communicative barriers,
2 shall have equal access to mental health services.

3 1. A qualified interpreter is defined as someone who is fluent in English and in the
4 necessary second language, whom can accurately speak, read and readily interpret
5 the necessary second language and/or accurately sign and read sign language. A
6 qualified interpreter must be able to translate in linguistically appropriate mental health
7 terminology necessary to convey information such as symptoms or instructions to the
8 client in both languages

9 2. A fluently bilingual person, who is not trained in the provision of mental health
10 services, must complete training prior to providing services, which covers terms and
11 concepts associated with mental illness, psychotropic medications, and cultural beliefs
12 and practices which may influence the client's mental health condition.

13 XXII

14 INFORMING MATERIALS

15 A. CONTRACTOR shall provide each client with certain informing materials about
16 client's rights and CONTRACTOR'S processes upon admission and upon request by client.
17 The informing materials include, but may not be limited to; Grievance Process and Appeal
18 Procedures, Advance Medical Directive, Notice of Privacy Practices, voter registration.
19 These informational materials can be found on the COUNTY Department of Mental Health
20 website, as identified in Exhibit B.

21 B. CONTRACTOR shall provide all clients with a Notice of Privacy Practices
22 information brochure or pamphlet during the time of the client's first visit. The
23 CONTRACTOR is subsequently responsible for reissuing the Notice of Privacy Practices
24 information brochure or pamphlet to all clients every three (3) years at a minimum and/or
25 every time the Notice of Privacy Practices information is updated and/or changes

26 XXIII

27 CONFLICT OF INTEREST:

28 CONTRACTOR shall employ no COUNTY employee whose position in COUNTY
29 enables him to influence the award of this Agreement or any competing Agreement, and no

1 spouse or economic dependent of such employee in any capacity herein, or in any other
2 direct or indirect financial interest in this Agreement.

3 XXIV

4 PATIENT RIGHTS:

5 CONTRACTOR shall observe patient rights as provided in the WIC Section 5325 and
6 Title 9 and Title 22, Division 4.5 of the California Code of Regulations (CCR's). Patient
7 Rights information is available on the COUNTY Department of Mental Health website.
8 COUNTY Patients' Rights Advocates will be given access to clients, clients' records, and
9 facility personnel to monitor the CONTRACTOR'S compliance with said statutes and
10 regulations.

11 XXV

12 FAIR HEARING:

13 State and Federal law guarantees beneficiaries a right to a Fair Hearing if services are
14 being denied, terminated, or reduced. CONTRACTOR shall comply with the process
15 established by Federal and State laws and regulations.

16 XXVI

17 WAIVER OF PERFORMANCE:

18 No waiver by COUNTY at any time of any of the provisions of this Agreement shall be
19 deemed or construed as a waiver at any time thereafter of the same or any other provisions
20 contained herein or of the strict and timely performance of such provisions.

21 XXVII

22 FEDERAL AND STATE STATUTES:

23 CONTRACTOR shall adhere to Title XXII of the Social Security Act and comply with all
24 other applicable Federal and State statutes and regulations, including but not limited to
25 laws and regulations listed in Exhibit B.

26 XXVIII

27 DRUG-FREE WORKPLACE CERTIFICATION:

28 By signing this contract, the CONTRACTOR hereby certifies under penalty of perjury
29 under the laws of the State of California that the CONTRACTOR will comply with the

1 requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et
2 seq.) and will provide a drug-free workplace doing all of the following.

3 A. Publish a statement notifying employees that unlawful manufacture, distribution,
4 dispensation, possession, or use of controlled substances is prohibited and specifying
5 actions to be taken against employees for violations, as required by Government Code
6 Section 8355 (a).

7 B. Establish a Drug-Free Awareness Program as required by Government Code
8 Section 8355 (a) to inform employees about all of the following:

- 9 1. The dangers of drug abuse in the workplace
- 10 2. The CONTRACTOR'S policy of maintaining a drug-free workplace.
- 11 3. Any available counseling, rehabilitation, and employee assistance programs
12 and
- 13 4. Penalties that may be imposed upon employees for drug abuse violations.

14 C. Provide as required by Government Code Section 8355 (a) that every employee
15 who works on the proposed contract:

- 16 1. Will receive a copy of the CONTRACTOR'S drug-free policy statement, and
- 17 2. Will agree to abide by the terms of the CONTRACTOR'S statement as a
18 condition of employment on the contract.

19 D. Failure to comply with these requirements may result in suspension of payments
20 under the contract or termination of the contract or both and the CONTRACTOR may be
21 ineligible for award of future State contracts if the COUNTY determines that any of the
22 following has occurred:

- 23 1. The CONTRACTOR has made a false certification or,
- 24 2. Violates the certification by failing to carry out the requirements as noted
25 above.

26 XXIX

27 TERMINATION PROVISIONS:

28 A. Either party may terminate this Agreement without cause, upon sixty (60) days
29 written notice served upon the other party.

1 B. The COUNTY may terminate this Agreement upon thirty (30) days written notice
2 served upon the CONTRACTOR if sufficient funds are not available for continuation of
3 services.

4 C. The COUNTY reserves the right, to terminate the contract without warning at the
5 discretion of the Director or designee, when CONTRACTOR has been accused and/or
6 found to be in violation of any County, State, or Federal laws and regulations.

7 D. The COUNTY may terminate this Agreement with (30) days written notice due to a
8 change in status, or delegation, assignment or alteration of the Agreement.

9 E. The COUNTY may terminate this Agreement immediately if, in the opinion of the
10 Director of Mental Health, CONTRACTOR fails to provide for the health and safety of
11 patients served under this contract. In the event of such termination, the COUNTY may
12 proceed with the work in any manner deemed proper to the COUNTY.

13 F. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY
14 may take one or more of the following actions as appropriate:

- 15 1. Temporarily withhold payments pending correction of the deficiency.
- 16 2. Disallow (that is deny funds) for all or part of the cost or activity not in
17 compliance.
- 18 3. Wholly or partially suspend or terminate the Agreement and if necessary, request
19 repayment to COUNTY if any disallowance is rendered after audit findings.

20 G. After receipt of the Notice of Termination, pursuant to Paragraphs A, B, C, D, E or F
21 above, or the CONTRACTOR is notified that the Agreement will not be extended beyond
22 the termination date as specified in Section II, PERIOD OF PERFORMANCE.

- 23 1. CONTRACTOR shall:
 - 24 a. Stop all services under this Agreement on the date, and to the extent
25 specified, in the Notice of Termination;
 - 26 b. Continue to provide the same level of care as previously required under the
27 terms of this Agreement until the date of termination;

1 c. If clients are to be transferred to another facility for services, furnish to
2 COUNTY, upon request, all client information and documents deemed necessary
3 by COUNTY to affect an orderly transfer;

4 d. If appropriate, assist COUNTY in effecting the transfer of clients in a manner
5 consistent with the best interest of the clients' welfare;

6 e. Cancel outstanding commitments covering the procurement of materials,
7 supplies, equipment and miscellaneous items. In addition, CONTRACTOR shall
8 exercise all reasonable diligence to accomplish the cancellation of outstanding
9 commitments required by this Agreement, which relate to personal services.
10 With respect to these canceled commitments, the CONTRACTOR agrees to
11 provide a written plan to Director (or his designee within thirty (30) days for
12 settlement of all outstanding liabilities and all claims arising out of such
13 cancellation of commitments. Such plan shall be subject to the approval or
14 ratification of the COUNTY, which approval or ratification shall be final for all
15 purposes of this clause;

16 f. Transfer to COUNTY and deliver in the manner, at the times, and to the extent,
17 if any, as directed by COUNTY, any equipment, records or other documents
18 which, if the Agreement had been completed, would have been required to be
19 furnished to COUNTY; and

20 g. Take such action as may be necessary, or as COUNTY may direct, for the
21 protection and preservation of the equipment, records or other documents,
22 related to this Agreement which is in the possession of CONTRACTOR and in
23 which COUNTY has or may acquire an interest;

24 H. COUNTY shall continue to pay CONTRACTOR at the same rate as previously
25 allowed until the date of termination, as determined by the Notice of Termination. The
26 CONTRACTOR shall submit a termination claim to COUNTY promptly after receipt of a
27 Notice of Termination, or on expiration of this Agreement as specified in Section II,
28 PERIOD OF PERFORMANCE, but in no event, later than sixty (60) days from the effective
29 date thereof, unless an extension, in writing, is granted by the COUNTY.

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

12 J. The rights and remedies of COUNTY provided in this section shall not be exclusive
13 and are in addition to any other rights and remedies provided by law or under this
14 Agreement.

15 XXX

16 DISPUTE:

17 In the event of a dispute between a designee of the DIRECTOR and the
18 CONTRACTOR over the execution of the terms of this Agreement and/or the quality of the
19 client services being rendered, the CONTRACTOR may file a written protest with the
20 appropriate Program/Regional Manager of the COUNTY. CONTRACTOR shall continue
21 with the responsibilities under this agreement during any dispute. The Program/Regional
22 Manager shall respond to the CONTRACTOR in writing within ten (10) working days. If the
23 CONTRACTOR is dissatisfied with the Program/Regional Manager's response the
24 CONTRACTOR may file successive written protests up through the Department of Mental
25 Health's administrative levels of Program Chief, Assistant Director, and (finally)
26 DIRECTOR. Each administrative level shall have twenty (20) working days to respond in
27 writing to the CONTRACTOR. The DIRECTOR'S decision shall be final.

1 XXXI

2 SEVERABILITY:

3 If any provision of this Agreement or application thereof to any person or circumstances
4 shall be declared invalid by a court of competent jurisdiction, or is in contravention of any
5 Federal, State, or COUNTY statute, ordinance, or regulation, the remaining provisions of
6 this Agreement or the application thereof shall not be invalidated thereby and shall remain
7 in full force and effect, and to that extent the provisions of this Agreement are declared
8 severable.

9 XXXII

10 VENUE:

11 Any action at law or in equity brought by either of the parties hereto for the purpose of
12 enforcing a right or rights provided by this Agreement shall be tried in a court of competent
13 jurisdiction in the COUNTY OF RIVERSIDE, CALIFORNIA, and the parties hereby waive all
14 provisions of law providing for a change of venue in such proceedings in any other county.

15 XXXIII

16 NOTICES:

17 All correspondence and notices required or contemplated by this Agreement shall be
18 delivered to the respective parties at the addresses set forth below and are deemed
19 submitted one day after their deposit in the United States mail, postage prepaid:

20
21 COUNTY:

22 County of Riverside
23 Board of Supervisors
24 4080 Lemon Street, 5th floor
Riverside, CA 92501

INFORMATIONAL COPY:

County of Riverside
Department of Mental Health
P.O. Box 7549
Riverside, CA 92513-7549

25
26 CONTRACTOR:

27 Family Services of the Desert
28 81-711 Highway 111, Suite 101
29 Indio, CA 92201

1 EXHIBIT A – SCOPE OF WORK

2 CONTRACTOR NAME: FAMILY SERVICES OF THE DESERT
3 DEPARTMENT I.D.: 4100221240-74720
4

5 CONTRACTOR shall provide the following:

6 **3.1 PROGRAM GOALS AND OBJECTIVES**

7 The primary goals of this program are to reduce the duration and harmful effects of
8 depression and to reduce the re-occurrence of depression within this population through the use
9 of an evidence-based early intervention for older adults in Riverside County. This will result in
10 increased resiliency and development of coping strategies for program participants and reduce
11 the need for ongoing services within the mental health system. The program will be provided in
12 culturally appropriate settings, incorporating the needs of the target population. Activities will be
13 situated in de-stigmatizing locations to increase the likelihood of older adults accessing those
14 activities which will include settings where older adults typically go. The setting(s) for service
15 delivery will not be a traditional mental health setting and will assist participants in feeling
16 comfortable seeking services from staff that are knowledgeable and capable of identifying needs
17 and solutions for older adults.

18 The CONTRACTOR is expected to utilize targeted outreach to engage older adults by
19 working within the community and collaborating with community organizations, non-profit
20 organizations, faith-based organizations, and other individuals, groups, and/or services that have
21 the trust of and connection with this population.
22
23

1 **3.2 TARGET POPULATION CRITERIA**

2 The target population to be served is **Older Adults, 60 years and older**, who meet the following
3 criteria:

4 3.2.1 Older adults with a priority to the following unserved and underserved cultural
5 populations:

- 6 a. Lesbian, Gay, Bisexual, Transgender, Questioning;
- 7 b. Deaf/Hard of Hearing;
- 8 c. Hispanic;
- 9 d. African-American;
- 10 e. Native-American; and/or
- 11 f. Asian/Pacific Islander; and,

12 3.2.2 Who are experiencing the **first onset** of depression and meet criteria to receive
13 service through Cognitive Behavioral Therapy for Late Life Depression, an evidence-based
14 practice.

15 **3.3 GEOGRAPHICAL LOCATION OF SERVICES**

16 Services shall be provided in the Desert region of the County of Riverside in the target
17 community of Blythe.

18 **3.4 GENERAL PROGRAM REQUIREMENTS**

19 CONTRACTOR is be expected to work cooperatively with the Riverside County
20 Department of Mental Health (RCDMH), senior centers, community organizations, non-profit
21 organizations, social service agencies, and local faith-based organizations to address the needs
22 of the population.
23

1 **3.4.1 Facilities**

2 a. Services will be offered in locations that are non-stigmatizing, which may include, but
3 are not limited to, senior centers, faith-based organizations, libraries, and community
4 centers that are located within the targeted communities.

5 b. The facility must provide confidential space for individual early intervention
6 therapeutic services.

7 c. The facility must be in compliance with any applicable state and local laws and
8 requirements.

9 d. The facility must have space to store confidential information in a locked space.
10

11 **3.4.2 Programs**

12 a. Early Intervention for Depression in Older Adults will utilize the evidence-based
13 early intervention program Cognitive-Behavioral Therapy (CBT) for Late-Life
14 Depression as described in Section 3.5.1.

15 b. The evidence-based practice CBT for Late-Life Depression will be provided by a
16 Mental Health Clinician who possesses a Master's Degree or higher in the mental
17 health field. The Mental Health Clinician will be trained in the CBT and the CBT for
18 Late Life Depression models. Licensed eligible providers are responsible for
19 obtaining clinical supervision that meets the standards set by the Board of
20 Behavioral Sciences in California or the Board of Psychology in California.

21 c. There will be no charge to the program participants.

1 **3.5 PROGRAM DESCRIPTION**

2 CONTRACTOR shall offer an evidence based early intervention service for the Older Adult
3 (60 years +) population in the Desert Region of the County and target the community identified
4 above. Services to this population should be planned and delivered to ensure access to the
5 targeted areas described in Section 3.3.

6 **3.5.1 General Program Type**

7 **Cognitive-Behavioral Therapy (CBT) for Late-Life Depression** - This program is
8 an evidence based early intervention service that reduces depression and suicide risk in
9 older adults. CBT for Late-Life Depression is an active, directive, time-limited, and
10 structured problem-solving approach program that follows the conceptual model and
11 treatment program developed by Aaron Beck and his colleagues. CBT for Late-Life
12 Depression includes specific modifications for older adults who are being treated clinically
13 in community-based settings. The intervention includes strategies to facilitate learning with
14 this population, such as repeated presentation of information using different modalities,
15 slower rates of presentation, and greater use of practice along with greater use of structure
16 and modeling behavior. Consumers are taught to identify, monitor, and ultimately challenge
17 negative thoughts about themselves or their situations and to develop more adaptive and
18 flexible thoughts. Where appropriate, emphasis is also placed on teaching consumers to
19 monitor and increase pleasant events in their daily lives using behavioral treatment
20 procedures. The intervention consists of up to twenty 50- to 60-minute sessions.
21 CONTRACTOR shall utilize a structured CBT Provider Manual that is received during the
22 formal training and each program participant is given a manual as a part of the intervention.

1 Providers will be trained in this evidence based practice and will demonstrate model
2 adherence in the implementation of the practice.

3 It is expected that services will be offered in the Blythe community of the Desert region.
4 Approximately 20 participants will receive CBT for Late-Life Depression.

5 **3.5.2 Staffing, Responsibilities, Qualifications**

6 CONTRACTOR, shall ensure that the following staffing requirements, which include,
7 but are not limited to the following are met:

- 8 a. Hire staff who are culturally and ethnically representative of the individuals
9 being served.
- 10 b. Ensure the provision of culturally competent services.
- 11 c. Clinical and supervisory staff must attend and satisfactorily complete two initial
12 training(s); 1) Cognitive Behavioral Therapy and 2) CBT for Late-Life Depression
13 which will be coordinated and funded by RCDMH. Each provider participating in the
14 training will receive the CBT Provider Manual and any additional materials required
15 by the trainers.
- 16 d. Provide administrative, supervisory, and clerical support for the program.
- 17 e. Comply with fidelity measures required by the evidence-based practice.
- 18 f. Provide outcome measures to all program participants as described in Section
19 3.8.
- 20 g. Ensure that all staff working with individuals receiving service be fingerprinted
21 (Live Scan), and pass DOJ and FBI background checks.
- 22 h. Ensure that personnel are competent and qualified to provide the services
23 necessary.

- 1 i. Ensure the following job description is filled:

2 Mental Health Clinician:

3 The Mental Health Clinician must possess a Master's Degree or higher in the
4 mental health field, and be licensed or licensed-eligible. If the clinician is licensed-eligible
5 they must be under the supervision of a licensed clinician. The Mental Health Clinician has
6 knowledge/experience of cognitive-behavioral therapy concepts, developmental needs of
7 older adults, screening, assessment, and crisis intervention. The Mental Health Clinician will
8 provide the CBT for Late-Life Depression evidence-based practice per the guidelines of the
9 model after satisfactorily completing the training. The Mental Health Clinician will provide
10 individual, family, and crisis counseling as needed to program participants. The Mental
11 Health Clinician will identify additional mental health needs as they arise and provide
12 appropriate referrals as needed.

13 **3.5.3 Service Delivery Requirements**

14 CONTRACTOR, shall ensure that the following service delivery requirements, which
15 include, but are not limited to the following are met:

- 16 a. Provide the services identified in Section 3.5.1 to Older Adults.
- 17 b. Provide each program participant with a Participant Manual that will be provided
18 by RCDMH.
- 19 c. Provide specific outreach activities that will engage the targeted Older Adult
20 populations.
- 21 d. Collaborative efforts and partnerships are encouraged to meet service
22 delivery requirements.

1 e. CONTRACTOR's Mental Health Clinician(s) will participate in monthly
2 meetings coordinated and facilitated by RCDMH related to the implementation of
3 CBT for Late-Life Depression. These meetings are designed to assist in model
4 adherence and in addressing any potential barriers to implementation of the EBP.

5 **3.6 REGULATORY COMPLIANCE**

6 CONTRACTOR shall:

7 3.6.1 Comply with any and all Federal, State or local laws and licensing regulations
8 including but not limited to Federal HIPPA regulations and State of California Welfare and
9 Institutions Code Section 5328 regarding confidentiality.

10 3.6.2 Participate in the RCDMH annual contract monitoring as well as more frequent
11 program review. Any associated RCDMH Manager, Supervisor, or Case Manager, with
12 proper identification, shall be allowed to enter and inspect the facility.

13 3.6.3 Submit monthly documentation to RCDMH as outlined by RCDMH.

14 3.6.4 Maintain at all times appropriate licenses and permits to operate the programs
15 pursuant to State laws and local ordinances.

16 **3.7 DOCUMENTATION OF SERVICES**

17 CONTRACTOR shall maintain appropriate records documenting all of the services
18 provided through the contract. These records shall conform to the requirements of the State
19 Department of Mental Health and the Riverside County Department of Mental Health.

20 These records shall include, but are not limited to:

21 3.7.1 Documentation of individual's participating in the CBT for Late-Life Depression
22 program. This will include individual assessments, contact notes, as well as a plan of care.

1 3.7.2 Documentation of outreach efforts on a monthly basis, which may include but not be
2 limited to date, time, location of outreach activities, e.g. senior centers, and number of
3 individuals reached.

4 3.7.3 Monthly contract report, as outlined by RCDMH, shall be submitted to RCDMH. This
5 monthly report shall summarize contractor activities and program costs.

6 3.7.4 All records maintained by the contractor on behalf of RCDMH are the property of
7 RCDMH.

8 3.7.5 Copies of completed outcome measures.

9 3.7.6 Other requirements may be determined as the Prevention and Early Intervention
10 plan is implemented.

11 3.7.7 Data entry into the County Management Information System.

12 **3.8 PERFORMANCE OUTCOMES**

13 RCDMH will coordinate with evidence-based practice model guidelines and fidelity
14 measurements to determine the required outcome measures to be utilized and monitored for this
15 project. Outcomes measures will include satisfaction surveys, pre and post questionnaires, as
16 well as formal measures to be given prior to, during, and at the conclusion of CBT for Late Life
17 Depression. CONTRACTOR will also complete required measures to ensure adherence to the
18 evidence based practice. Outcome reporting as assigned by the State Department of Mental
19 Health and the Mental Health Services Oversight and Accountability Commission will be an
20 additional requirement.

21 **3.9 DISASTER PREPAREDNESS**

22 The Contractor shall develop and update contingency plans to continue the delivery of
23 services in the event of a man-made or natural disaster.

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3.10 COUNTY SUPPORT AND TECHNICAL ASSISTANCE

RCDMH shall provide technical assistance on an as-needed basis for new program contractors. Such technical assistance typically includes, but is not limited to, orientation to the County's MIS systems, and data entry guidelines; reviewing and interpreting County policies and procedures; providing on-going agency liaison with RCDMH and the Department's other contractors to insure optimal collaborations, etc.

1 EXHIBIT B

2 LAWS, REGULATIONS AND POLICIES

3 Services shall be provided in accordance with policies and procedures as developed
4 by COUNTY and those Federal and State laws, regulations and policies which are
5 applicable to the terms of this AGREEMENT, including but not limited to the following:
6

7 General Regulations

8 Government Code Section 8350 et. seq. (Drug-Free Workplace Act of 1990)

9 Government Code 26227 (Contracting with County)

10 Adult System of Care

11 California Welfare and Institutions Code Sections 5689 et seq.

12 Case Management/Service Regulations

13 California Code of Regulations, Title 9, Division 1, Chapters 2, 3, 4, 4.5, 9, 11, 12
14 (Rehabilitative and Developmental Services)

15 Welfare and Institutions Code 5610 to 5613 (Client Service Information Reporting)

16 Welfare and Institutions Code 17608.05 (Maintenance of Effort)

17 42 Code of Federal Regulations 438.608 (Program Integrity Requirements)

18 California Welfare & Institutions Code Sections 5600.4 and 5699.4.

19 Charges and Billing (Financial Regulations)

20 California Welfare and Institutions Code 5651(a)(4), 5664, 5705(b)(3), 5718(c) (Cost
21 Reporting)

22 California Welfare and Institutions Code 5704.5 & 5704.6 (Expenditure Requirements)

23 Government Code 8546.7 (Audits)

24 Uniform Method of Determining Ability to Pay, State Dept. of Mental Health.

25 Centers for Medicare and Medicaid Services Manual
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1 Child Abuse Reporting/Child Support

2 California Penal Code Sections 11164 – 11174.4 et seq.

3 Family Code, Section 5200 (Child Support)

4 Children System of Care

5 California Welfare and Institutions Code Section 5880 (Children System of Care)

6 Community Care Facilities

7 California Code of Regulations, Title 22, Division 6 (Social Security, Licensing of
8 Community Care Facilities)

9 Community Residential Treatment Program

10 California Welfare & Institutions Code Sections 5150 to 5152, 5600.2 to 5600.9 and 5672
11 to 5699 (Community Treatment)

12 California Welfare & Institutions Code Section 5670 et seq.

13 California Code of Regulations, Title 22, Division 6.

14 Confidentiality

15 California Welfare & Institutions Code Section 5328

16 California Welfare & Institutions Code Section 5330 (Monetary Penalties)

17 45 CFR Parts 160 and 164 (Standards for Privacy of Individually Identifiable Health
18 Information)

19 Elderly and Dependent Adult Abuse Reporting

20 California Welfare & Institutions Code Sections 15600 et seq.

21 Health Care Facilities

22 California Code of Regulations, Title 22, Division 5 (Social Security, Licensing and
23 Certification of Health Facilities, Home Health Agencies, Clinics, and Referral Agencies)

24 Homeless Mentally Disabled

25 McKinney-Vento Homeless Assistance Act, Public Law 101-645 (Homeless Services)

26 California Welfare & Institutions Code Section 5680 et seq.

1 Life Support

2 California Welfare & Institutions Code Section 4075 to 4078

3 DMH Letter 03-04 (Health Care Facility Rates)

4 DMH Letter 86-01 (Life Support Supplemental Rate)

5 Medication Protocol

6 Riverside County Mental Health "Psychotropic Medication Protocols for Children and
7 Adolescents" Publication

8 Riverside County Mental Health "Medication Guidelines" Publication

9 Minors in Health Care Facilities

10 California Welfare & Institutions Code Section 5751.7

11 Negotiated Net Amount and Negotiated Net Agreements

12 California Welfare and Institutions Code Sections 5705 to 5716

13 Non Discrimination

14 Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.)

15 California Fair Employment and Housing Act, Government Code Section 12900 et seq.

16 California Code of Regulations, Title 2, Section 7285 et seq.

17 Section 504 of the Rehabilitation Act of 1973, Public Law 93-112 (Non-Discrimination)

18 Patients Rights

19 California Welfare & Institutions Code Sections 5325 et seq.

20 California Code of Regulations, Title 22, Section 70707

21 Policies

22 California Code of Regulations, Title 9, Section 1810.226 (State Department of Mental
23 Health Policy Letters)

24 Harassment in the Workplace, Board of Supervisors Policy C-25

25 Workplace Violence, Threats and Security, Board of Supervisors Policy C-27

26 County and Departmental policies, as applicable to this Agreement

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Quality Assurance

California Welfare & Institutions Code Section 4070 et seq. (Quality Assurance)

Short-Doyle/Medi-Cal

California Code of Regulations, Title 22, Division 3

California Welfare and Institutions Code Sections 5718-5724 (Reimbursement for Mental Health Services)

Social Rehabilitation Programs

California Code of Regulations, Title 9, Division 1, Chapter 1, Subchapter 3, Article 3.5

Special Education Pupils (AB 3632)

California Welfare & Institutions Code Section 18350 et seq.

California Code of Regulations, Title 2, Division 9, Chapter 1

Voter Registration

National Voter Registration Act of 1993

**EXHIBIT C
REIMBURSEMENT & PAYMENT**

CONTRACTOR NAME: Family Services of the Desert

PROGRAM NAME: Early Intervention for Depression in Older Adults

DEPARTMENT ID: 4100221240/74720/530280

A. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for fiscal year 2010/11 shall be \$16,917 for services provided as described in Exhibit A, subject to availability of Federal, State, and local funds. The Schedule I attached herein specifies funding for Client Services.

B. BUDGET:

Schedule I represents the budgetary details pursuant to this Agreement. Schedule I contains the reporting unit (RU) number, mode(s) of service, the service functions, the procedure codes, number of service units, anticipated revenues to be received, maximum obligation and sources of funding, pursuant to this Agreement.

C. REIMBURSEMENT:

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive monthly reimbursement based upon one-twelfth (1/12th) of the aggregate total for all unit of service procedure codes. CONTRACTOR shall be paid in arrears the 1/12th amount of Contract Client Services provided that services are entered into the COUNTY approved data collection system(s) , no later than the fifth (5th) working day of each month, for the prior month. Late entry of services into the data collection system may result in financial and/or service disallowances.

- 1 2. CONTRACTOR will submit a claim for services monthly on their
2 stationery, which must include at a minimum the CONTRACTOR'S
3 name, invoice mailing address and telephone number, and attach a
4 FINAL SPUDS 952 report identifying the units of service provided for the
5 month being billed and a signed "Certification of Claims and Program
6 Integrity" form (PIF). The summary page of the FINAL SPUDS report
7 and the PIF form must be attached to the invoice. Failure to attach the
8 summary page of the report and the signed PIF, will delay payment until
9 the documents are provided. The claim must be approved and signed
10 by the Director or authorized designee of the CONTRACTOR. Monthly
11 claims shall be submitted to the appropriate Regional
12 Administrator/Manager of the COUNTY'S Department of Mental Health,
13 no later than the tenth (10th) working day of each month.
- 14 3. Monthly reimbursements may be withheld at the discretion of the
15 Director or designee due to material contract non-compliance, including
16 audit disallowances and/or adjustments or disallowances resulting from
17 the COUNTY Contract Monitoring Review (CMT), the Program
18 Monitoring and/or Cost Report process.
- 19 4. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will
20 be paid by the COUNTY thirty (30) working days after the date the
21 invoice is received by the applicable COUNTY Program/Region.
- 22 5. Final year end settlement for services shall be based on allowable units,
23 multiplied by actual allowable cost per unit provided, or the State
24 Maximum Allowed (SMA) rate, or customary charges, whichever is
25 lower, less revenue collected, not to exceed the maximum obligation of
26 the COUNTY as specified herein.

1 **D. REALLOCATION OF FUNDS:**

- 2 1. No funds allocated for one mode of service may be reallocated to
3 another mode of service unless written approval is given by the
4 Regional Administrator/ Manager prior to the end of the fiscal year
5 ending on June 30th. Approval shall not exceed the total maximum
6 obligation for the fiscal year.
- 7 2. In addition, CONTRACTOR may not, under any circumstances and
8 without prior approval and/or written consent from the Regional
9 Administrator/Program Manager and confirmed by the Supervisor of the
10 COUNTY Fiscal Unit, reallocate funds, services, mode of services, and/or
11 procedure codes as designed in the Schedule I that are defined as non-
12 billable by the COUNTY, State or Federal government from or to funds,
13 services, mode of services and/or procedure codes that are defined as
14 billable by the COUNTY, State or Federal governments

15 **F. RECOGNITION OF FINANCIAL SUPPORT:**

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

19 **G. COST REPORT:**

- 20 1. For each fiscal year, or portion thereof, that this Agreement is in effect,
21 CONTRACTOR shall provide to COUNTY two (2) copies for each
22 Reporting Unit (RU) number, an annual Cost Report with an
23 accompanying financial statement and applicable supporting
24 documentation to reconcile to the Cost Report within forty-six (46)
25 calendar days following the end of each fiscal year (June 30), the
26 expiration or termination of the contract, which ever occurs first. The
27 Cost Report shall detail the actual cost of services provided to include
28 staff time accounting. The Cost Report shall be provided in the format

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and on forms provided by the COUNTY. Final payment to CONTRACTOR shall not be made by COUNTY until receipt of a properly prepared Cost Report and shall not exceed the maximum obligation of this agreement.

2. CONTRACTOR shall use OMB-circular A-122 to formulate proper cost allocation methods to distribute cost between COUNTY and non-COUNTY programs.
3. CONTRACTOR shall send one representative to the training held by COUNTY regarding preparation of the year-end Cost Report. The COUNTY will notify CONTRACTOR of the date and time of the training. Attendance at the training is necessary in order to ensure that the Cost Reports are completed appropriately. Failure to attend this training may result in delay of payment. CONTRACTOR is required to report expenditures, revenues, and units by mode and service function code and by maximum obligation type. Detailed instructions on the preparation of the Cost Reports are provided at the training.
4. CONTRACTOR will be notified in writing by COUNTY, if the Cost Report has not been received within forty-six (46) calendar days after the end of the COUNTY Fiscal year. If the Cost Report is not postmarked in the forty-six (46) calendar day time frame, future monthly reimbursements will be withheld until the COUNTY is in possession of a completed cost report. Future monthly reimbursements will be withheld if the Cost Report contains errors which are not corrected within ten (10) calendar days of written or verbal notification from the COUNTY. Failure to meet any pre-approved deadline extensions will immediately result in the withholding of future monthly reimbursements.

- 1 5. A cost report shall be submitted as required by WIC 5718 (c) and shall
2 include a reconciliation of payments to CONTRACTOR and all revenue
3 received by CONTRACTOR.
- 4 6. Current and/or future contract service payments to CONTRACTOR will
5 be withheld by the COUNTY until the year-end Cost Report(s) and/or
6 any other previous year cost report(s) are reconciled, settled and signed
7 by CONTRACTOR, and received and approved by the COUNTY.

8 **H. AUDITS:**

- 9 1. CONTRACTOR agrees that any duly authorized representative of the
10 Federal Government, the State or COUNTY shall have the right to
11 audit, inspect, excerpt, copy or transcribe any pertinent records and
12 documentation relating to this Agreement or previous years'
13 Agreement(s).
- 14 2. The COUNTY will conduct an Annual Program Monitoring Review
15 and/or Contract Monitoring Review (CMT). Upon completion of
16 monitoring, CONTRACTOR will be mailed a report summarizing the
17 results of the site visit. A corrective Plan of Action will be submitted by
18 CONTRACTOR within thirty (30) calendar days of receipt of the report.
19 CONTRACTOR'S failure to respond within thirty (30) calendar days will
20 result in withholding of payment until the corrective plan of action is
21 received. CONTRACTOR'S response shall identify time frames for
22 implementing the corrective action. Failure to provide adequate
23 response or documentation for this or previous years' Agreement(s)
24 may result in contract payment withholding and/or a disallowance to be
25 paid in full upon demand.
- 26 3. If this contract is terminated in accordance with Section XXIX,
27 TERMINATION PROVISIONS, COUNTY, Federal and/or State
28 governments may conduct a final audit of the CONTRACTOR. Final

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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.

- 4. 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.

I. **BANKRUPTCY:**

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

**SCHEDULE I
MENTAL HEALTH**

CONTRACT PROVIDER NAME **Family Services of the Desert**

FISCAL YEAR: **2010/2011**

ACTUAL COST (X)	NEGOTIATED NET AMOUNT (X)
DEPT ID/PROGRAM: 4100221240-74720	SYSTEM RU NUMBER:

	Outpatient Mental	Mental Health			TOTAL
TYPE OF MODALITY	Health Services	Outreach			
MODE OF SERVICE:	15	45			
SERVICE FUNCTION:					
UNIT MEASUREMENT	minute	hour			
PROCEDURE CODES:	310, 360, 440, 520, 410, 420, 400	619, 620			
NUMBER OF UNITS:	n/a	n/a			0
COST PER UNIT:	n/a	n/a			
GROSS COST:	\$12,688	\$4,229			\$16,917
LESS REVENUES COLLECTED BY CONTRACTORS:					
A. PATIENT FEES					0
B. PATIENT INSURANCE					0
C. OTHER					0
TOTAL CONTRACTOR REVENUES					0
MAXIMUM OBLIGATION	\$12,688	\$4,229		\$0	\$16,917
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:					%
A. MHSA - PREVENTION AND EARLY INTERVENTION				\$16,917	100.00%
F. OTHER:					
TOTAL (SOURCES OF FUNDING)	\$12,688	\$4,229		\$16,917	100%

FUNDING SOURCES DOCUMENT: 2010/11 CLIB Net Funding

STAFF ANALYST SIGNATURE: *K. Lorenson* 10-28-10

FISCAL SERVICES SIGNATURE: *Beth Cristy* 11/1/2010