

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

940



FROM: Department of Mental Health

SUBMITTAL DATE:

August 29, 2012

SUBJECT: Approval of Sole Source Agreement with the Riverside Latino Commission for indirect/outreach services (Dist: 4/4)

RECOMMENDED MOTION: Move that the Honorable Riverside County Board of Supervisors:

1. Approve the sole source request to enter into an agreement with the Riverside Latino Commission;
2. Authorize the Chairman of the Board to sign the agreement;
3. Authorize the Purchasing Agent to sign amendments, staying within the contract maximum; and,
4. Authorize the Purchasing Agent to renew the contract annually through June 30, 2014.

BACKGROUND: In order to effectively implement the Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) plan received and filed by the Board on January 26, 2010, item 3.32, it was identified through the community planning process and Riverside County Department of Mental Health's (RCDMH) task force meetings that non-English speaking Latinos, recognized as an underserved cultural population, were in need of additional outreach and mental health prevention and early intervention services. (continued on page 2)

Jerry Wengerd
Jerry Wengerd, Director of Mental Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 50,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY 2012/13

SOURCE OF FUNDS: 100% Mental Health Services Act	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

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD
 PURCHASING: *Mark Seiler*
 Mark Seiler, Assistant Director
 DEPARTMENTAL CONCURRENCE
 BY: *Elena M. Boeva*
 ELENA M. BOEVA
 Departmental Concurrence
 FORM APPROVED COUNTY COUNSEL
 BY: *Colleen Johnson*
 COLLEEN JOHNSON
 DATE: 8/29/12

Dept's Recomm.: Consent Policy
 per Exec. Ofc.: Consent Policy

SUBJECT: Approval of Sole Source Agreement with the Riverside Latino Commission for indirect/outreach services (Dist: 4/4)

BACKGROUND: (Cont'd)

After careful consideration by the RCDMH, it was determined that services were needed in the rural Desert, specifically Duroville and its neighboring communities with a population of approximately 3,000 residents. RCDMH is requesting that the Board of Supervisors approve the sole source award to Riverside Latino Commission to provide outreach services to the requested target population as required by the aforementioned program.

PRICE REASONABLENESS:

The costs proposed by the Riverside Latino Commission for outreach, education and early intervention are reasonable based upon the analysis of what it typically costs to perform these services. Additionally, English translations to/from the native language are also included in the cost. Translation is another benefit to the department which can be very costly in reaching this underserved population.

FINANCIAL IMPACT:

These services are budgeted in the current fiscal year budget. No additional County funds are required.

Date: August 24, 2012
From: Jerry Wengerd, Director Department/Agency: Mental Health MHSA-PEI
To: Honorable Riverside County Board of Supervisors
Via: Purchasing Agent
Subject: Request for Sole Source Procurement

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

1. Supply/Service being requested:

Outreach, psycho-educational groups and early intervention services to non-English speaking Latinos, identified as an underserved cultural population within the Prevention and Early Intervention (PEI) work plan, who reside in Duroville and its neighboring communities in the Desert. Reporting requirements are also required. See attached Scope of Work.

2. Supplier being requested:

Riverside Latino Commission

3. Alternative suppliers that can or might be able to provide supply/service:

Family Services of the Desert offers counseling and parenting classes, but not community education or outreach to limited English and non-English speaking individuals. El Sol Neighborhood Education Center provides outreach services distributing information to communities, however, no mental health or substance abuse services.

4. Extent of market search conducted:

In researching other department contracts and during community outreach taskforce meetings conducted by our department in collaboration with other community based organizations and community members. Family Services of the Desert was identified, but does not serve the communities at or around Duroville and has no experience with educating the target population. El Sol Neighborhood Education Center will be a collaborative partner to the Riverside Latino Commission for the outreach services. Through an internet search a couple of other organizations were found: Neighborhood Education and Mental Health Systems. Neighborhood Education services are only offered in Temecula and San Diego County and are limited to medical health care. Mental Health Systems, located in the Cathedral City area, services are limited to drug court referrals and does not provide outreach. The other organizations found provide direct mental health services and consumer supports.

5. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

Riverside Latino Commission has a history and experience working with this type of population in the desert area communities. The target population has indicated a willingness to work with the Riverside Latino Commission though other outreach efforts made by our department in collaboration with El Sol Neighborhood Education Center, along with the Riverside Latino Commission. The Riverside Latino Commission has proven clinical experience as both a mental health and substance abuse provider. They have a long term experience in providing this type of community based intervention. The Riverside Latino Commission has participated in community task force meetings and will be a collaborative partner in outreaching to underserved non/limited English speaking individuals.

6. Reasons why my department requires these unique features and what benefit will accrue to the county:

The Riverside Latino Commission is to outreach to the residents of Duroville and its neighboring communities. The residents of these areas do not speak English and are intimidated by efforts made to improve their lives through traditional outreach efforts. The Riverside Latino Commission, in cooperation with El Sol Neighborhood Education Center have made efforts to engage this population, however, without the backing of prevention and early intervention mental health supports, traditional, more expensive mental health services will be required. The Latino Commission will be able to communicate with the individuals, provide Psycho-Educational groups on topics related to mental health prevention to increase awareness and knowledge of mental health, provide mental health resources & linkage to additional services, and eliminate stigma associated with mental health issues to this limited & non English speaking population in their preferred language (includes; Purépecha/Tarascan). Additionally, Riverside Latino Commission will translate content from outcome measurements and evaluation surveys for the Riverside County Department of Mental Health to obtain statistical data and ensure appropriate mental health prevention and early intervention services are being offered and provided.

7. Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:

The costs proposed by the Riverside Latino Commission for outreach, education and early intervention services include staffing costs, materials, and other operational expenses. The costs are reasonable based upon the comparison of what it typically costs to perform outreach, education and early intervention services, especially since translation is also included. The budget for these services is attached.

8. Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).

No. The Department at any time can terminate the contract according to the termination clauses outlined in the contract.

9. Period of Performance:

August 1, 2012 through July 31, 2013, with an option to renew for one additional year.

for *Henri J. Polyn*
Department Head Signature

8-29-12

Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ 50,000

One time

Annual Amount through 6-30-2014

W. R. D.
Purchasing Agent

8-29-12
Date

13-132
Approval Number

(Reference on Purchasing Documents)

FORM APPROVED COUNTY COUNSEL

BY: *Elena M. Boeva* 8/29/12
ELENA M. BOEVA DATE

EXHIBIT A
SCOPE OF SERVICE

The work and services to be performed by CONTRACTOR shall be as follows:

1. Purpose/ Background:

1.1. The Latino Commission's Psycho-Educational Mental Health Prevention Program has the goal to provide Psycho-Educational groups on topics related to mental health prevention to increase their awareness and knowledge of mental health, mental health resources, and to increase their readiness to address mental health issues and eliminate stigma associated with mental health issues.

1.2. The Latino Commission has an interactive format which helps the participants practice the skills being taught. It first focuses on the needs of the person seeking support or help, and secondly on increasing self-awareness of the parents. The program teaches parents and children about mental health issues, protective factors, and how to reach out for help when needed.

2. Geographical location:

The Latino Commission's outreach efforts, Psycho-Education programs and prevention and early intervention (PEI) services will be available and provided on site at the Desert Mobile Home Park, hereinafter referred to as "Duroville", in the the Desert region of Riverside County and made available to neighboring communities.

3. Target population:

The target populations are residents of the low income/poverty community of Duroville and neighboring communities. Outreach and services will target all age groups.

4. Service Delivery Requirements:

4.1. Coordinate and facilitate community planning meetings to determine the mental health topics for the educational groups, resource materials for outreach events and the implementation of the PEI services into the community(ies).

4.2. Coordinate and facilitate twenty-four (24) Psycho-educational support groups for approximately 5-20 participants in each group, with the following guidelines:

4.2.1. Each Psycho-Educational support group shall be two (2) hours each.

1 4.2.2. Each Psycho-Educational support group will track the attendance of each
2 participant through sign-in sheets.

3 4.2.3. Each Psycho-Educational group will be taught by one or two Masters level
4 mental health providers.

5 4.2.4. Distribute and Collect Pre and Post Evaluations to participants of Psycho-
6 Educational group. Collect participant satisfaction surveys of each
7 educational group.

8 4.3. Outreach Events:

9 4.3.1. Coordinate and facilitate three (3) Outreach Events per year. The Latino
10 Commission staff, in collaboration with Mental Health Outreach worker(s),
11 community leaders and Mental Health Promoters from the community will
12 organize the Outreach Events.

13 4.3.2. Each event will be promoted widely in the desert region, with specific efforts
14 to engage the neighboring communities of Duroville, and held at Duroville.

15 4.4. Prevention and Early Intervention Services:

16 4.4.1. Provide early intervention supports for "at-risk" individuals identified through
17 the outreach efforts, who are not diagnosed as severely mentally ill.

18 4.4.2. Provide linkage and referral(s) for individuals who need additional mental
19 health assessment and/or services, as appropriate.

20
21 5. **Reporting Requirements:**

22 CONTRACTOR shall provide the COUNTY with applicable reporting documentation as
23 specified by the COUNTY. Forms used for the collection of data shall be approved by the
24 COUNTY prior to use. CONTRACTOR shall translate, to English, the content for reporting
25 to the COUNTY. CONTRACTOR shall submit to the COUNTY the following reporting
26 documentation:

27 5.1.1. For Community Planning Meetings: announcement, agenda, minutes and sign-in
28 sheets for each meeting.

29 5.2. For Psycho-Educational Groups: sign-in sheet, agendas, topic outline, pre/post
30 evaluations and satisfaction surveys for each group held.

31 5.3. Outreach events: sign-in sheets and event flyers.

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SCHEDULE I

CONTRACT PROVIDER NAME:	Riverside Latino Commission	MHSA-PEI	FY 2012/13
	ACTUAL COST (X)	NEGOTIATED RATE ()	
DEPT ID/PROGRAM:	410022xxxx - 74720 - 536240	RU #: TBD	

TYPE OF MODALITY	Outreach	Community Planning	Educational Support Groups	Early Intervention Services		TOTAL
MODE OF SERVICE:	45	45	45	45		
SERVICE FUNCTION:	10	10	20	20		
PROCEDURE CODES:	602	602A	601	601A		
UNIT MEASUREMENT:	hours	hours	hours	hours		
NUMBER OF UNITS:	30	34	24	1,000		
COST PER UNIT:	\$400	\$100	\$400	\$25		
GROSS COST:	\$12,000	\$3,400	\$9,600	\$25,000		
Service Authorization Number:						
LESS REVENUES COLLECTED BY CONTRACTORS:						
A. PATIENT FEES						0
B. PATIENT INSURANCE						0
C. OTHER						0
TOTAL CONTRACTOR REVENUES						0
MAXIMUM OBLIGATION	\$12,000	\$3,400	\$9,600	\$25,000		\$50,000
S OF F - MAX OBLIGATION:						
A. MHSA - PEI	\$12,000	\$3,400	\$9,600	\$25,000		\$50,000
F. OTHER:						
TOTAL (SOURCES OF FUNDING)	\$12,000	\$3,400	\$9,600	\$25,000		\$50,000

FUNDING SOURCES DOCUMENT: 2012/13 CLIB Net Funding

ADMIN SVCS ANALYST SIGNATURE: _____

FISCAL SERVICE SIGNATURE: _____

Revised: 08/16/2012

COUNTY OF RIVERSIDE
DEPARTMENT OF MENTAL HEALTH



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 *the Riverside Latino Commission*, 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 to provide increased funding, personnel and other resources to support County Prevention and Early Intervention Programs and monitor progress toward statewide goals for children/youth, transitional age youth, adults, older adults, families and communities.

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 programs and 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, prepared and willing 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 State and local laws, codes and policies contained herein, 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 30 and Exhibits A, B, and C, attached hereto and incorporated herein.

CONTRACTOR

COUNTY

By: _____

By: _____

John Tavaglione, Chairman, Board of Supervisors

Print Name

Date: _____

Date: _____

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 Agreement shall be effective on August 1, 2012, and continue in effect through June 30, 2013. The Agreement may thereafter be renewed annually, up to an additional one (1) year, 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. The Exhibit C includes COUNTY requirements for reimbursement.
- B. CONTRACTOR shall use the Schedule I, attached hereto and by this reference incorporated herein, as a budget guide for the amount allocated to the services provided.

IV

PROGRAM SUPERVISION, MONITORING AND REVIEW:

CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement. Pursuant to Welfare & Institutions Code (WIC), Section 5608, services hereunder shall be provided by CONTRACTOR under the general supervision of the County Director of Mental Health, hereinafter called DIRECTOR, or his authorized designee. CONTRACTOR agrees to extend to DIRECTOR, his designee, the COUNTY Contract Monitoring Team, and/or to authorized State representatives, the right to review and monitor CONTRACTOR'S facilities, programs, policies, practices, books, records, or procedures at any reasonable time. In exercising the right to review or monitor CONTRACTOR'S administrative, clinical,

1 fiscal and program components, staff, and facility(ies), the COUNTY shall enforce
2 applicable contract provisions and COUNTY policies. In exercising the right to review or
3 monitor CONTRACTOR'S administrative, clinical, fiscal and program components, staff,
4 and facility(ies), the COUNTY shall enforce applicable Agreement provisions and COUNTY
5 policies identified throughout this agreement and including those related to threats and
6 violent behavior in the workplace concerning its employees.

7 If at any time during this Agreement, the COUNTY determines CONTRACTOR is out of
8 compliance with any provision contained within this Agreement, the COUNTY may request
9 a plan of corrective action, after providing the CONTRACTOR with written notification and
10 the basis for the finding of noncompliance. Within thirty (30) days of receiving notification,
11 the CONTRACTOR shall provide a written plan of corrective action addressing the
12 noncompliance.

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

20 V

21 INDEPENDENT CONTRACTOR:

22 This Agreement is by and between the COUNTY and CONTRACTOR and is not
23 intended, and shall not be construed, to create the relationship of agent, servant,
24 employee, partnership, joint venture, or association, as between COUNTY and
25 CONTRACTOR. CONTRACTOR and its employees, agents and/or subcontractors shall
26 not be entitled to any benefits payable to COUNTY employees, including but not limited to
27 overtime, any retirement benefits, worker's compensation benefits, and/or injury leave or
28 other leave benefits. CONTRACTOR is, and shall at all times be deemed to be, an
29 independent contractor and shall be wholly responsible for the manner in which it performs

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

19 A. Contractor shall maintain, as appropriate, the following:

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

1 LICENSE(S)/CERTIFICATION(S):

2 CONTRACTOR warrants that it has all necessary licenses, permits, approvals,
3 certifications, waivers and exemptions necessary to provide services hereunder and
4 required by the laws or regulations of the United States, State of California, the County of
5 Riverside and all other appropriate governmental agencies, and agrees to maintain such
6 throughout the term of this Agreement. Examples of license(s)/certification(s) may include,
7 but may not be limited to; fire clearance, zoning permit; business license, community care
8 license and/or Medi-Cal certification, as appropriate. CONTRACTOR shall notify
9 DIRECTOR (or his designee) immediately and in writing of its inability to maintain,
10 irrespective of the tendency of an appeal, such license(s), permit(s), approval(s),
11 certification(s), waiver(s) or exemption(s).

12 VII

13 ADMINISTRATIVE CHANGE IN STATUS:

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

23 VIII

24 DELEGATION AND ASSIGNMENT:

25 CONTRACTOR may not delegate the obligations required by this Agreement, either in
26 whole or in part, without prior written consent of COUNTY. Obligations undertaken by
27 CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts,
28 provided such subcontracts are approved in writing by DIRECTOR (or his designee), meet
29 the requirements of this Agreement as they relate to the service or activity under

1 subcontract, and include any provision(s) that DIRECTOR (or his designee) may require.
2 No subcontract shall terminate or alter the responsibilities of CONTRACTOR. .

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 IX

10 ALTERATION:

11 The COUNTY Board of Supervisors and the COUNTY Purchasing Agent and/or their
12 designee are the only authorized COUNTY representatives, who at any time, by written
13 amendment, may make alterations to this Agreement. If any such alteration causes an
14 increase or decrease in the cost of, or the time required for the performance under this
15 Agreement, CONTRACTOR shall be modified by written amendment, accordingly.

16 Funds allocated to specific budget categories, as identified in the Schedule I, may
17 not be reallocated to another budget category without prior approval of the Mental Health
18 Services Act Manager and Supervisor and confirmed by the Mental Health Fiscal
19 Supervisor. Funds shall not exceed the total maximum obligation for the fiscal year.

20 X

21 INDEMNIFICATION:

22 CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special
23 Districts, and Departments of the County of Riverside, the State of California, their
24 respective directors, officers, Board of Supervisors, employees, agents, elected and
25 appointed officials and representatives from any liability whatsoever, based or asserted
26 upon services of CONTRACTOR, its agents, employees, or subcontractors, arising out of
27 or in any way relating to this Agreement, for property damage, bodily injury, or death or any
28 other element of damage of any kind or nature resulting from any acts or failure to act or
29 omission on the part of the CONTRACTOR, its directors, officers, agents, employees or

1 subcontractors hereunder. CONTRACTOR shall defend, at its sole expense, including but
2 not limited to attorney fees, all Agencies, Districts, Special Districts, and Departments of the
3 County of Riverside, the State of California, their respective directors, officers, Board of
4 Supervisors, employees, agents, elected and appointed officials and representatives and
5 any legal claim or action based upon such alleged acts, failure to act or omissions.

6 XI

7 INSURANCE:

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

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

19 B. Commercial General Liability: Commercial General Liability insurance coverage,
20 including but not limited to, premises liability, contractual liability, completed operations,
21 personal and advertising injury covering claims which may arise from or out of
22 CONTRACTOR'S performance of its obligations hereunder, whether such operations, use
23 or performance by CONTRACTOR, and, including but not limited to, any subcontractor,
24 vendor, or anyone employed directly or indirectly by them or volunteers serving either of
25 them. Policy shall name all Agencies, Districts, Special Districts, and Departments of the
26 County of Riverside, the State of California, their respective directors, officers, Board of
27 Supervisors, employees, elected and appointed officials, agents or representatives as
28 Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per
29 occurrence combined single limit. If such insurance contains a general aggregate limit, it

1 shall apply separately to this agreement or be no less than two (2) times the occurrence
2 limit.

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

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

25 E. General Insurance Provisions - All lines:

26 1. Any insurance carrier providing insurance coverage hereunder shall be
27 admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII
28 (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If
29

1 the County's Risk Manager waives a requirement for a particular insurer such waiver is only
2 valid for that specific insurer and only for one policy term.

3 2. The CONTRACTOR'S insurance carrier(s) must declare its insurance
4 deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed
5 \$500,000 per occurrence such deductibles and/or retentions shall have the prior written
6 consent of the County Risk Manager before the commencement of operations under this
7 Agreement. Upon notification of deductibles or self insured retentions which are deemed
8 unacceptable to the COUNTY, at the election of the COUNTY'S Risk Manager,
9 CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-
10 insured retentions as respects this Agreement with the COUNTY, or 2) procure a bond
11 which guarantees payment of losses and related investigations, claims administration,
12 defense costs and expenses.

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

1 Mental Health Department, P.O. Box 7549, Riverside, CA 92513-7549, Contracts Division.
2 CONTRACTOR shall not commence operations until the County of Riverside has been
3 furnished original Certificate(s) of Insurance and certified original copies of endorsements
4 or policies of insurance including all endorsements and any and all other attachments as
5 required in this Section.

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

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

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

16 XII

17 LIMITATION OF COUNTY LIABILITY:

18 Notwithstanding any other provision of this Agreement, the liability of County shall not
19 exceed the amount of funds appropriated in support of this Agreement by the California
20 Legislature.

21 XIII

22 WARRANTY AGAINST CONTINGENT FEES:

23 CONTRACTOR warrants that no person or selling agency has been employed or
24 retained to solicit or secure this Agreement upon any Agreement or understanding for any
25 commission, percentage, brokerage, or contingent fee, expecting bona fide employees or
26 bona fide established commercial or selling agencies maintained by CONTRACTOR for the
27 purpose of securing business. For CONTRACTOR's breach or violation of this warranty,
28 COUNTY may, at its sole discretion, deduct from the Agreement price of consideration, or
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1 otherwise recover, the full amount of such commission, percentage, brokerage, or
2 contingent fee.

3 XIV

4 NONDISCRIMINATION:

5 A. Employment:

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

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

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

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

29

1 C. CONTRACTOR shall participate in the COUNTY'S Management Information System
2 (MIS) as required by the DIRECTOR, or his designee. CONTRACTOR is required to report
3 program, individuals served and staff data about the CONTRACTOR'S program and
4 services, by the fifth (5th) working day of each month.

5 D. Any change in administrator of the facility shall be reported to COUNTY. Such
6 notification shall include the new administrator's name, address and qualifications.

7 XVI

8 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

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

15 XVII

16 CONFIDENTIALITY OF PARTICIPANT INFORMATION:

17 CONTRACTOR shall maintain the confidentiality of all participant identifying information
18 contained in records, including but not limited to participant records/charts, billing records,
19 research and participant identifying reports, and the COUNTY'S participant management
20 information system (MIS) in accordance with WIC Sections 14100.2 and 5328 et seq, Title
21 42 Code of Federal Regulations, Section 431.300 et seq., Section 1320 D et seq, of Title
22 42, United States Code and it's impending regulations (including but not limited to Title 45,
23 CFR, Parts 142, 160, 162, 164) and all other applicable current or future COUNTY, State
24 and Federal laws, regulations, ordinances and directives relating to confidentiality and
25 security of participant records and information.

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

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

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

13 D. For purposes of the above paragraphs, identifying information is considered to be
14 any information that reasonably identifies an individual and their past, present, or future
15 physical or mental health condition. This includes, but is not limited to, any combination of
16 the person's name, address, Social Security Number, date of birth, identifying number,
17 symbol, or other particular identifier assigned to the individual, such as finger or voice print,
18 or photograph.

19 E. Notification of Electronic Breach or Improper Disclosure: During the term of this
20 Agreement, CONTRACTOR shall notify COUNTY, immediately upon discovery of any
21 breach of Protected Health Information (PHI) and/or data, where the information and/or
22 data is reasonably believed to have been acquired by an unauthorized person. Immediate
23 notification shall be made to the COUNTY Mental Health Compliance Officer within two (2)
24 business days of discovery at (800) 413-9990. The CONTRACTOR shall take prompt
25 corrective action to cure any deficiencies and any action pertaining to such unauthorized
26 disclosure required by applicable Federal and State Laws and regulations. The
27 CONTRACTOR shall investigate such breach and provide a written report of the
28 investigation to the COUNTY Mental Health Compliance Officer, postmarked within thirty
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1 (30) working days of the discovery of the breach to the address below:

2 Mental Health Compliance Officer
3 Riverside County Department of Mental Health
4 P.O. Box 7549
5 Riverside, CA 92513

6 F. Safeguards: The CONTRACTOR shall implement administrative, physical, and
7 technical safeguards that reasonably and appropriately protect the confidentiality, integrity,
8 and availability of the PHI, including electronic PHI, that it creates, receives, maintains, or
9 transmits on behalf of COUNTY; and to prevent use or disclosure of PHI other than as
10 provided for by this Agreement. CONTRACTOR shall develop and maintain a written
11 information privacy and security program that includes administrative, technical and
12 physical safeguards appropriate to the size and complexity of the CONTRACTOR's
13 operations and the nature and scope of its activities. CONTRACTOR shall provide
14 COUNTY with information concerning such safeguards as COUNTY may reasonably
15 requests from time to time.

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

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

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

29

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

5 K. The CONTRACTOR shall protect from unauthorized disclosure, confidential
6 participant identifying information obtained or generated in the course of providing services
7 pursuant to this Agreement except for non-identifying statistical information. The
8 CONTRACTOR shall not use identifying information for any purpose other than carrying out
9 the CONTRACTOR'S obligations under this Agreement. Disclaimer: COUNTY makes no
10 warranty or representation that compliance by CONTRACTOR with these Provisions,
11 HIPAA or HIPAA regulations will be adequate or satisfactory for CONTRACTOR's own
12 purposes or that any information in CONTRACTOR's possession or control, or transmitted
13 or received by CONTRACTOR, is or will be secure from unauthorized use or disclosure.
14 CONTRACTOR is solely responsible for all decisions made by CONTRACTOR regarding
15 the safeguarding of PHI.

16 L. Interpretation: The terms and conditions in these Provisions shall be interpreted as
17 broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and
18 applicable State laws. The parties agree that any ambiguity in the terms and conditions of
19 these Provisions shall be resolved in favor of a meaning that complies and is consistent
20 with HIPAA and the HIPAA regulations.

21 M. CONTRACTOR shall require all its officers, employees, associates, and agents
22 providing services hereunder to acknowledge, in writing, understanding of and Agreement
23 to comply with said confidentiality provisions.

24 XVIII

25 RECORDS:

26 All records shall be available for inspection by the designated auditors of COUNTY,
27 State Department of Health Care Services, State Department of Justice, State Department
28 of Mental Health Services and Oversight and Accountability Commission, U.S. Department
29 of Health and Human Services and the U.S Office of the Inspector General at reasonable

1 times during normal business hours. Records include, but are not limited to, all physical
2 and electronic records originated or prepared pursuant to the performance under this
3 Agreement including, but not limited to, working papers, reports, financial records or books
4 of account, medical records, prescription files, subcontracts, any and other documentation
5 pertaining to medical and non-medical services. Upon request, at any time during the
6 period of this Agreement, the CONTRACTOR will furnish any such record or copy thereof,
7 to the COUNTY. CONTRACTOR shall be subject to the examination and audit of the
8 Office of the Inspector General for a period of three (3) years after final payment under
9 Agreement.

10 A. Program Participant Records. CONTRACTOR shall adhere to the authority of
11 COUNTY, the State Department of Health Care Services, the State Department of
12 Oversight and Accountability. CONTRACTOR shall maintain adequate participant records
13 on each participant, program outcome measures, and records of service provided by the
14 various staff in sufficient detail to make an evaluation of the effectiveness of the program
15 services.

16 B. Financial Records. CONTRACTOR shall maintain complete financial records that
17 clearly reflect the cost of each type of service for which payment is claimed. Any
18 apportionment of costs shall be made in accordance with generally accepted accounting
19 principles and shall evidence proper audit trails reflecting the true cost of the services
20 rendered. Statistical data shall be kept and reports made as required by the DIRECTOR,
21 or his designee, and the State of California. All such records shall be available for
22 inspection by the designated auditors of COUNTY or State at reasonable times during
23 normal business hours.

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

27 D. Participant Record Retention. Participant records shall be maintained and retained
28 by CONTRACTOR for a minimum of seven (7) years.
29

1 E. Shared Records/Information. CONTRACTOR and COUNTY shall maintain a
2 reciprocal shared record and information policy, which allows for sharing of participant
3 records and information between CONTRACTOR and COUNTY. Either COUNTY or
4 CONTRACTOR shall not release these participant records or information to a third party
5 without a valid authorization.

6 F. Property of participant records. COUNTY is the owner of all participant records. In
7 the event that the Agreement is terminated, the CONTRACTOR is required to prepare and
8 box the participant records so they can be archived by the County, according to procedures
9 developed by the County. The COUNTY is responsible for taking possession of the
10 records and storing them according to regulatory requirements. The COUNTY is required to
11 provide the CONTRACTOR with a copy of any participant record that is requested by the
12 CONTRACTOR, as required by regulations, at no cost to the CONTRACTOR, and in a
13 timely manner.

14 XIX

15 STAFFING:

16 CONTRACTOR shall comply with the staffing expectations as required by state
17 licensing requirements and as may be additionally described in Exhibit A. Such personnel
18 shall be qualified, holding appropriate license(s)/certificate(s) for the services they provide
19 in accordance with the WIC Section 5751.2, the requirements set forth in Title 9 of the
20 California Code of Regulations (CCR), the Business and Professions Code, State
21 Department of Health Care Services policy letters, and any amendments thereto.
22 CONTRACTOR shall maintain specific job descriptions/duty statements for each position
23 describing the assigned duties, reporting relationship, and shall provide sufficient detail to
24 serve as the basis for an annual performance evaluation. Furthermore, CONTRACTOR
25 acknowledges all its officers; employees, associates, and agents providing services
26 hereunder are eligible for reimbursement for said services by their exclusion from the
27 Federal "List of Excluded Parties" registry.

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

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

6 2. Personnel policies and procedures;

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

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

10 c. List of Training, including cultural competency;

11 d. Annual job performance evaluation; and,

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

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

15 C. CONTRACTOR shall institute and maintain a training program in which professional
16 and other appropriate personnel shall participate.

17 D. CONTRACTOR shall have appropriate staff trained and/or certified in CPR, First
18 Aid, Emergency/Disaster Planning, non-violent crisis intervention, de-escalation of agitation
19 and potential violence, and procedures to protect both staff and the participants from violent
20 behavior.

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

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

28 G. In accordance with section 6032 of the Deficit Reduction Act of 2005, Contractor
29 shall establish and disseminate written policies for all employees that include detailed

1 information about the False Claims Act and the other provisions named in section
2 1902(a)(68)(A). Included in these written policies shall be detailed information about
3 contractor's policies and procedures for detecting and preventing fraud, waste, and abuse
4 in federal, state and local health care programs. Contractor shall also include in any
5 employee handbook a specific discussion of the laws described in the written policies, the
6 rights of employees to be protected as whistleblowers, and a specific discussion of
7 Contractor's policies and procedures for detecting and preventing fraud, waste and abuse.

8 H. CONTRACTOR shall follow all Federal, State and County policies, laws and
9 regulations regarding Staffing and/or Employee compensation. All payments or
10 compensation made to CONTRACTOR Staff, Personnel and/or Employees in association
11 with the fulfillment of this agreement shall be made by means of Staff, Personnel and/or
12 Employee Certified Payroll or other auditable documentation justifying the payment or
13 compensation.

14 XX

15 CULTURAL COMPETENCY:

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

1 program access; linguistically appropriate and timely program service delivery; staff
2 training; and organizational policies and procedures related to the programs offered
3 to culturally diverse populations. CONTRACTOR shall perform specific outcome
4 studies, on-site reviews and written reports as requested by COUNTY and make
5 available to the COUNTY upon request. CONTRACTOR shall provide services that
6 meet the individual cultural needs of the participant(s) served. CONTRACTOR shall
7 ensure culturally competent services includes:

- 8 1. A comprehensive management strategy to address culturally and linguistically
9 appropriate services, including strategic goals, plans, policies, procedures, and
10 designated staff responsible for implementation.
- 11 2. Appropriate interventions which acknowledge specific cultural influences.
- 12 3. CONTRACTOR agrees to comply with the COUNTY'S Cultural Competency Plan
13 as set forth in the Department's approved Cultural Competency Plan. The Cultural
14 Competency Plan may be obtained from the department's website at
15 <http://rcdmh.org/openccms> or by contacting the COUNTY'S Cultural Competency
16 Manager or designee.

17 Riverside County Department of Mental Health Cultural Competency Program

18 P.O. Box 7549

19 Riverside, California 92513

20 Attention: Cultural Competency Manager

21 Fax: 951-955-7206

- 22 4. CONTRACTOR agrees to meet with COUNTY'S Cultural Competency
23 Program Manager, as needed, to provide technical assistance in determining and
24 implementing cultural competency activities.
 - 25 5. CONTRACTOR will be responsible for participating in cultural competency
26 trainings as required by the COUNTY'S Cultural Competency Plan. In order to
27 attend the COUNTY offered trainings, CONTRACTOR must register on-line through
28 the department's training unit.
- 29

1 6. CONTRACTOR is responsible for reporting back to the COUNTY, annually in
2 writing, all cultural competency related trainings that staff members have attended.

3 The following format is recommended:

4

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

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14 7. CONTRACTOR training information shall be submitted via facsimile to 951-
15 955-7206 to the attention of the COUNTY Cultural Competency Program
16 Manager on or before June 30 of each fiscal year.

17 XXI

18 INFORMING MATERIALS

19 CONTRACTOR shall provide each participant with certain informing materials about the
20 program being provided and what outcomes shall be experienced by participating in the
21 PEI Program. CONTRACTOR's stationery/letterhead and informing materials used for
22 communication associated with COUNTY's outreach, education and early intervention
23 services shall indicate that funding for the services is provided in whole or in part by the
24 Riverside County Department of Mental Health (RCDMH), Mental Health Services Act
25 (MHSA), Prevention and Early Intervention (PEI).

26 XXII

27 CONFLICT OF INTEREST:

28 CONTRACTOR shall not employ any COUNTY employee whose position at COUNTY
29 enables him/her to influence the award of this Agreement or any competing Agreement,

1 and no spouse or economic dependent of such employee in any capacity herein, or in any
2 other direct or indirect financial interest in this Agreement.

3 XXIII

4 WAIVER OF PERFORMANCE:

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

8 XXIV

9 FEDERAL AND STATE STATUTES:

10 CONTRACTOR shall adhere to and comply with all other applicable Federal and State
11 statutes and regulations, including but not limited to the applicable laws and regulations
12 listed in Exhibit B.

13 XXV

14 DRUG-FREE WORKPLACE CERTIFICATION:

15 By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury
16 under the laws of the State of California that the CONTRACTOR will comply with the
17 requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et
18 seq.) and will provide a drug-free workplace doing all of the following.

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

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

- 25 1. The dangers of drug abuse in the workplace;
- 26 2. The CONTRACTOR'S policy of maintaining a drug-free workplace;
- 27 3. Any available counseling, rehabilitation, and employee assistance programs;
- 28 and,
- 29 4. Penalties that may be imposed upon employees for drug abuse violations.

1 C. Provide as required by Government Code Section 8355 (a) that every employee
2 who works in the program(s) funded through this Agreement:

- 3 1. Will receive a copy of the CONTRACTOR'S drug-free policy statement, and
- 4 2. Will agree to abide by the terms of the CONTRACTOR'S statement as a
5 condition of employment on the Agreement.

6 D. Failure to comply with these requirements may result in suspension of payments
7 under the Agreement or termination of the Agreement or both and the CONTRACTOR
8 may be ineligible for award of future contracts if the COUNTY determines that any of the
9 following has occurred:

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

13 XXVI

14 TERMINATION PROVISIONS:

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

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

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

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

25 E. The COUNTY may terminate this Agreement immediately if, in the opinion of the
26 Director of Mental Health, CONTRACTOR fails to provide for the health and safety of
27 participant(s) served under this Agreement. In the event of such termination, the COUNTY
28 may proceed with the work in any manner deemed proper to the COUNTY.
29

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

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

7 G. After receipt of the Notice of Termination, pursuant to Paragraphs A, B, C, D, E or F
8 above, or the CONTRACTOR is notified that the Agreement will not be extended beyond
9 the performance period date, it is agreed that:

10 1. CONTRACTOR shall:

- 11 a. Continue to provide the same level of service as previously required under
12 the terms of this Agreement until the date of termination
- 13 b. Stop all services under this Agreement on the date, and to the extent
14 specified, in the Notice of Termination;
- 15 c. If participants are to be transferred to another program for services, furnish to
16 COUNTY, upon request, all participant information and documents deemed
17 necessary by COUNTY to affect an orderly transfer;
- 18 d. If appropriate, assist COUNTY in effecting the transfer of participants in a
19 manner consistent with the best interest of the participants' welfare;
- 20 e. Cancel outstanding commitments covering the procurement of materials,
21 supplies, equipment and miscellaneous items. In addition, CONTRACTOR shall
22 exercise all reasonable diligence to accomplish the cancellation of outstanding
23 commitments required by this Agreement. With respect to these canceled
24 commitments, the CONTRACTOR agrees to provide a written plan to Director (or
25 his designee) within thirty (30) days for settlement of all outstanding liabilities and
26 all claims arising out of such cancellation of commitments. Such plan shall be
27 subject to the approval or ratification of the COUNTY, which approval or
28 ratification shall be final for all purposes of this clause;

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

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

9 H. COUNTY shall continue to pay CONTRACTOR at the same rate as previously
10 allowed until the date of termination, as determined by the Notice of Termination. .

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

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

25 K. CONTRACTOR shall submit a properly prepared cost report as required by the Cost
26 Report Section found in Exhibit C of this Agreement.

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3 XXVII

4 DISPUTE:

5 In the event of a dispute between a designee of the DIRECTOR and the
6 CONTRACTOR over the execution of the terms of this Agreement and/or the quality of the
7 services being rendered, the CONTRACTOR may file a written protest with the appropriate
8 Program/Regional Manager of the COUNTY. CONTRACTOR shall continue with the
9 responsibilities under this agreement during any dispute. The Program/Regional Manager
10 shall respond to the CONTRACTOR in writing within ten (10) working days. If the
11 CONTRACTOR is dissatisfied with the Program/Regional Manager's response the
12 CONTRACTOR may file successive written protests up through the Department of Mental
13 Health's administrative levels of Assistant Director-Programs, Assistant Director-
14 Administration, and (finally) DIRECTOR. Each administrative level shall have twenty (20)
15 working days to respond in writing to the CONTRACTOR. The DIRECTOR'S decision shall
16 be final.

17 XXVIII

18 SEVERABILITY:

19 If any provision of this Agreement or application thereof to any person or circumstances
20 shall be declared invalid by a court of competent jurisdiction, or is in violation of any
21 Federal, State, or COUNTY statute, ordinance, or regulation, the remaining provisions of
22 this Agreement or the application thereof shall not be invalidated thereby and shall remain
23 in full force and effect, and to that extent the provisions of this Agreement are declared
24 severable.

25 XXIX

26 VENUE:

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

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NOTICES:

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

COUNTY:

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

INFORMATIONAL COPY:

County of Riverside
Department of Mental Health
3801 University Avenue, Suite 400
Riverside, CA 92501

CONTRACTOR:

Riverside Latino Commission
Attn: Leonel Contreras, Director
83-844 Hopi Avenue
Indio, CA 92203

EXHIBIT A
SCOPE OF SERVICE

The work and services to be performed by CONTRACTOR shall be as follows:

1. Purpose/ Background:

1.1. The Latino Commission's Psycho-Educational Mental Health Prevention Program has the goal to provide Psycho-Educational groups on topics related to mental health prevention to increase their awareness and knowledge of mental health, mental health resources, and to increase their readiness to address mental health issues and eliminate stigma associated with mental health issues.

1.2. The Latino Commission has an interactive format which helps the participants practice the skills being taught. It first focuses on the needs of the person seeking support or help, and secondly on increasing self-awareness of the parents. The program teaches parents and children about mental health issues, protective factors, and how to reach out for help when needed.

2. Geographical location:

The Latino Commission's outreach efforts, Psycho-Education programs and prevention and early intervention (PEI) services will be available and provided on site at the Desert Mobile Home Park, hereinafter referred to as "Duroville", in the the Desert region of Riverside County and made available to neighboring communities.

3. Target population:

The target populations are residents of the low income/poverty community of Duroville and neighboring communities. Outreach and services will target all age groups.

4. Service Delivery Requirements:

4.1. Coordinate and facilitate community planning meetings to determine the mental health topics for the educational groups, resource materials for outreach events and the implementation of the PEI services into the community(ies).

4.2. Coordinate and facilitate twenty-four (24) Psycho-educational support groups for approximately 5-20 participants in each group, with the following guidelines:

4.2.1. Each Psycho-Educational support group shall be two (2) hours each.

1 4.2.2. Each Psycho-Educational support group will track the attendance of each
2 participant through sign-in sheets.

3 4.2.3. Each Psycho-Educational group will be taught by one or two Masters level
4 mental health providers.

5 4.2.4. Distribute and Collect Pre and Post Evaluations to participants of Psycho-
6 Educational group. Collect participant satisfaction surveys of each
7 educational group.

8 4.3. Outreach Events:

9 4.3.1. Coordinate and facilitate three (3) Outreach Events per year. The Latino
10 Commission staff, in collaboration with Mental Health Outreach worker(s),
11 community leaders and Mental Health Promoters from the community will
12 organize the Outreach Events.

13 4.3.2. Each event will be promoted widely in the desert region, with specific efforts
14 to engage the neighboring communities of Duroville, and held at Duroville.

15 4.4. Prevention and Early Intervention Services:

16 4.4.1. Provide early intervention supports for "at-risk" individuals identified through
17 the outreach efforts, who are not diagnosed as severely mentally ill.

18 4.4.2. Provide linkage and referral(s) for individuals who need additional mental
19 health assessment and/or services, as appropriate.

20
21 5. **Reporting Requirements:**

22 CONTRACTOR shall provide the COUNTY with applicable reporting documentation as
23 specified by the COUNTY. Forms used for the collection of data shall be approved by the
24 COUNTY prior to use. CONTRACTOR shall translate, to English, the content for reporting
25 to the COUNTY. CONTRACTOR shall submit to the COUNTY the following reporting
26 documentation:

27 5.1.1. For Community Planning Meetings: announcement, agenda, minutes and sign-in
28 sheets for each meeting.

29 5.2. For Psycho-Educational Groups: sign-in sheet, agendas, topic outline, pre/post
30 evaluations and satisfaction surveys for each group held.

31 5.3. Outreach events: sign-in sheets and event flyers.

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EXHIBIT B

LAWS, REGULATIONS AND POLICIES

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

General Regulations

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

Government Code 26227 (Contracting with County)

Adult System of Care

California Welfare and Institutions Code Sections 5689 et seq.

Case Management/Service Regulations

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

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

Welfare and Institutions Code 17608.05 (Maintenance of Effort)

42 Code of Federal Regulations 438.608 (Program Integrity Requirements)

California Welfare & Institutions Code Sections 5600.4 and 5699.4.

Charges and Billing (Financial Regulations)

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

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

Government Code 8546.7 (Audits)

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

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
11 5672 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)
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1 California Welfare & Institutions Code Section 5680 et seq.
2 Life Support
3 California Welfare & Institutions Code Section 4075 to 4078
4 DMH Letter 03-04 (Health Care Facility Rates)
5 DMH Letter 86-01 (Life Support Supplemental Rate)
6
7 Medication Protocol
8 Riverside County Mental Health "Psychotropic Medication Protocols for Children and
9 Adolescents" Publication
10 Riverside County Mental Health "Medication Guidelines" Publication
11 Minors in Health Care Facilities
12 California Welfare & Institutions Code Section 5751.7
13 Negotiated Net Amount and Negotiated Net Agreements
14 California Welfare and Institutions Code Sections 5705 to 5716
15 Non Discrimination
16 Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.)
17 California Fair Employment and Housing Act, Government Code Section 12900 et seq.
18 California Code of Regulations, Title 2, Section 7285 et seq.
19 Section 504 of the Rehabilitation Act of 1973, Public Law 93-112 (Non-Discrimination)
20
21 Patients Rights
22 California Welfare & Institutions Code Sections 5325 et seq.
23 California Code of Regulations, Title 22, Section 70707
24 Policies
25 California Code of Regulations, Title 9, Section 1810.226 (State Department of Mental
26 Health Policy Letters)
27
28 Harassment in the Workplace, Board of Supervisors Policy C-25

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Workplace Violence, Threats and Security, Board of Supervisors Policy C-27
County and Departmental policies, as applicable to this Agreement

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

Rev. 03/10/04 nae

**EXHIBIT C
REIMBURSEMENT & PAYMENT**

CONTRACTOR NAME: Riverside Latino Commission

PROGRAM NAME: MHSA PEI–Outreach, Education and Early Intervention

DEPARTMENT ID: 410022XXXX-74720-536240

A. REIMBURSEMENT:

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive monthly reimbursement based upon the reimbursement type as indicated by an "X" below:

The Negotiated Rate, as approved by the COUNTY, per unit as specified in the Schedule I, multiplied by the actual number of units provided, less revenue collected, not to exceed the maximum obligation of the COUNTY for that fiscal year as specified herein.

One-twelfth (1/12th), on a monthly basis of the overall maximum obligation of the COUNTY as specified herein.

2. CONTRACTOR Schedule I issued by COUNTY for budget purposes is attached hereto and incorporated herein with by this reference.

3. The final year-end settlement shall be based upon the final year end settlement type or types as indicated by an "X" below (please mark all that apply):

The final year-end settlement for non-Medi-Cal services (only) shall be based upon the actual allowable cost, multiplied by the actual number of units, less revenue collected.

The final year-end settlement for Negotiated Rate services (only) shall be based upon the Negotiated Rate, as approved by the COUNTY, multiplied by the actual number of units provided, less revenue collected.

The final year-end settlement for Net Negotiated Amount contract(s) (only) shall be based upon the Net Negotiated Amount, as approved by

1 COUNTY, and not to exceed percentage(s) or amount(s) as specified in
2 the original contract proposal received and approved by the COUNTY.

3 _____ The final year-end settlement for ancillary or flexible spending categories
4 shall be based on actual allowable cost, less revenue collected.

- 5 4. The combined final year-end settlement for all services shall not exceed
6 the maximum obligation of the COUNTY as specified herein, and the
7 applicable maximum reimbursement rates promulgated each year by the
8 COUNTY.

9 **B. MAXIMUM OBLIGATION:**

10 COUNTY'S maximum obligation for FY 2012/2013 shall be \$50,000 subject to
11 availability of Federal, State, local and/or COUNTY funds.

12 **C. BUDGET:**

13 Schedule I presents (for budgetary and planning purposes only) the budget
14 details pursuant to this Agreement. Where applicable, Schedule I contains
15 department identification number (dept. id), the reporting unit (RU), billable and
16 non-billable mode(s) and service function(s), units, revenues received,
17 maximum obligation and source of funding pursuant to this Agreement.

18 **D. REVENUES: If, when and/or where applicable:**

- 19 1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the
20 Welfare & Institutions Code, and as further contained in the State
21 Department of Mental Health Revenue Manual, Section 1,
22 CONTRACTOR shall collect revenues for the provision of the services
23 described pursuant to Exhibit A. Such revenues may include but are not
24 limited to, fees for services, private contributions, grants or other funds.
25 All revenues received by CONTRACTOR shall be reported in their
26 annual Cost Report, and shall be used to offset gross cost.
- 27 2. If and when applicable, CONTRACTOR shall be responsible for
28 checking and confirming Medi-Cal eligibility for its patient(s)/client(s)
29 prior to the patient(s)/client(s) receiving services(s) and prior to services
30 being billed in order to ensure proper billing or Medi-Cal eligible services
31 for all applicable patient(s)/clients(s).

- 1 3. If and when applicable, patient/client eligibility for reimbursement from
2 Medi-Cal, Private Insurance, Medicare, or other third party benefits shall
3 be determined by the CONTRACTOR at all times for billing or service
4 purposes. CONTRACTOR shall pursue payment from all potential
5 sources in sequential order, with Short/Doyle Medi-Cal as payor of last
6 resort.
- 7 4. If and when applicable, CONTRACTOR is to attempt to collect first from
8 Medicare (if site is Medicare certified), then insurance and then first
9 party. In addition, CONTRACTOR is responsible for adhering to and
10 complying with all applicable Federal, State and local Medi-Cal and
11 Medi-Care laws and regulations as it relates to providing services to
12 Medi-Cal and Medi-Care beneficiaries.
- 13 5. If a client has both Medicare or insurance and Medi-Cal coverage, a
14 copy of the Medicare or insurance Explanation of Benefits (EOB) must
15 be provided to the COUNTY within thirty (30) days of receipt.
- 16 6. CONTRACTOR is obligated to collect from the client any Medicare co-
17 insurance and/or deductible if the site is Medicare certified.
18 CONTRACTOR is required to clear any Medi-Cal Share of Cost amount
19 (s) with the State. CONTRACTOR is obligated to attempt to collect the
20 cleared Share of Cost amount (s) from the client. CONTRACTOR must
21 notify the COUNTY in writing of cleared Medi-Cal Share of Cost (s)
22 within seventy two (72) hours (excluding holidays) of the
23 CONTRACTOR'S received notification from the State. Patients/clients
24 with share of cost Medi-Cal shall be charged their monthly Medi-Cal
25 share of cost in lieu of their annual liability. Medicare clients will be
26 responsible for any co-insurance and/or deductible for services rendered
27 at Medicare certified sites.
- 28 7. If and when applicable, all other clients will be subject to an annual
29 sliding fee schedule by CONTRACTOR for services rendered, based on
30 the patient's/client's ability to pay, not to exceed the CONTRACTOR'S
31 actual charges for the services provided. In accordance with the State

1 Department of Mental Health's Revenue Manual, CONTRACTOR shall
2 not be penalized for non-collection of revenues provided that reasonable
3 and diligent attempts are made by the CONTRACTOR to collect these
4 revenues. Past due patient/client accounts may not be referred to
5 private collection agencies. No patient/client shall be denied services
6 due to inability to pay.

7 8. If, when and/or where applicable, CONTRACTOR shall submit to
8 COUNTY, with signed contract, a copy of CONTRACTOR'S published
9 charges.

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

14 10. If, when and/or where applicable, CONTRACTOR must notify the
15 COUNTY if CONTRACTOR raises client fees. Notification must be made
16 within ten (10) days following any fee increase.

17 **E. REALLOCATION OF FUNDS:**

18 1. No funds allocated for any mode and service function as designated in
19 Schedule I may be reallocated to another mode and service function
20 unless written approval is given by the Program Manager prior to either
21 the end of the Contract Period of Performance or the end of the Fiscal
22 year (June 30th). Approval shall not exceed the maximum obligation.

23 2. In addition, CONTRACTOR may not, under any circumstances and
24 without prior approval and/or written consent from the Region/Program
25 Manager/Administrator and confirmation by the Supervisor of the
26 COUNTY Fiscal Unit, reallocate funds between mode and service
27 functions as designated in the Schedule I that are defined as non-
28 billable by the COUNTY, State or Federal governments from or to mode
29 and service functions that are defined as billable by the COUNTY, State
30 or Federal governments.

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

6 F. RECOGNITION OF FINANCIAL SUPPORT:

7 If, when and/or where applicable, CONTRACTOR'S stationery/letterhead shall
8 indicate that funding for the program is provided in whole or in part by the
9 COUNTY of Riverside Department of Mental Health.

10 G. PAYMENT:

- 11 1. Monthly reimbursements may be withheld at the discretion of the
12 Director or its designee due to material contract non-compliance,
13 including audit disallowances invoice or contract overpayment and/or
14 adjustments or disallowances resulting from the COUNTY Contract
15 Monitoring Review (CMT), Program Monitoring and/or the Cost Report
16 Reconciliation/Settlement process.
- 17 2. In addition, if the COUNTY determines that there is any portion (or all) of
18 the CONTRACTOR invoice(s) that cannot be substantiated, verified or
19 proven to be valid in any way for any fiscal year, then the COUNTY
20 reserves the right to disallow and/or withhold current and/or future
21 payments from CONTRACTOR until valid, substantial proof of any
22 and/or all items billed for is received, verified and approved by the
23 COUNTY.
- 24 3. In addition to the CMT, Program Monitoring, and Cost Report
25 Reconciliation/Settlement processes, the COUNTY reserves the right to
26 perform periodic service deletes and denial monitoring for this
27 agreement throughout the fiscal year in order to minimize and/or
28 potentially prevent COUNTY and CONTRACTOR loss. The COUNTY,
29 at its discretion, may withhold and/or offset invoices and/or monthly
30 reimbursements to CONTRACTOR, at any time without prior notification
31 to CONTRACTOR, for service deletes and denials that may occur in

1 association with this agreement. COUNTY shall notify CONTRACTOR
2 of any such instances of services deletes and denials and subsequent
3 withholds and/or reductions to CONTRACTOR invoices or monthly
4 reimbursements.

- 5 4. Notwithstanding the provisions of Paragraph I-1 and I-2 above,
6 CONTRACTOR shall be paid in arrears based upon the actual units of
7 services provided and entered into the COUNTY'S specified Electronic
8 Management of Records (ELMR) system. CONTRACTOR will be
9 responsible for entering all client data into the COUNTY's ELMR
10 Provider Connect system on a monthly basis and approving their
11 services in the ELMR Provider Connect system for electronic notification
12 to the COUNTY for batching (invoicing) and subsequent payment.
13 CONTRACTOR must also submit to the COUNTY a signed Program
14 Integrity Form (PIF) **attached as Exhibit C, Attachment A** signed by
15 the Director of the CONTRACTOR organization or an authorized
16 designee of the CONTRACTOR organization. This form must be faxed
17 and/or emailed (PDF format only) to the COUNTY at fax: (951) 955-7361
18 and/or emailed to ELMR_PIF@rcmhd.org. The CONTRACTOR PIF form
19 must be received by the COUNTY via fax and/or email for the prior
20 month no later than 5:00 p.m. on the fifth (5th) working day of the current
21 month. Failure by the CONTRACTOR to enter and approve all
22 applicable services into the ELMR system for the applicable month, and
23 faxing and/or emailing the signed PIF, will delay payment to the
24 CONTRACTOR until the required documents as outlined herein are
25 provided. SD/MC billings shall be processed by the COUNTY and the
26 CONTRACTOR shall provide the COUNTY with all information
27 necessary for the preparation and audit of such billings.
- 28 5. The CONTRACTOR shall work with the COUNTY to generate a monthly
29 invoice for payment (through the ELMR system batching process) and
30 the COUNTY will work with the CONTRACTOR to access data in the
31 ELMR system for the CONTRACTOR to provide a quarterly report to

1 their designated COUNTY Region/Program describing outcomes, and
2 progress updates and services delivered based upon the contracts
3 Exhibit A "Scope of Work".

- 4 6. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will
5 be paid by the COUNTY thirty (30) calendar days after the date the PIF
6 is received and invoice is generated by the applicable COUNTY
7 Region/Program.

8 H. COST REPORT:

- 9 1. For each fiscal year, or portion thereof, that this Agreement is in effect,
10 CONTRACTOR shall provide to COUNTY two (2) copies, per each
11 Reporting Unit (RU) number, an annual Cost Report with an
12 accompanying financial statement and applicable supporting
13 documentation to reconcile to the Cost Report within one of the length of
14 times as follows and as indicated below by an "X":

15 _____ Thirty (30) calendar days following the end of each fiscal year (June
16 30th), the expiration or termination of the contract, whichever occurs first.

17 X _____ Forty-five (45) calendar days following the end of each fiscal year (June
18 30th), the expiration or termination of the contract, whichever occurs
19 first.

20 _____ Seventy-Five (75) calendar days following the end of each fiscal year
21 (June 30th), the expiration or termination of the contract, whichever
22 occurs first.

- 23 2. The Cost Report shall detail the actual cost of services provided. The
24 Cost Report shall be provided in the format and on forms provided by the
25 COUNTY.
- 26 3. CONTRACTOR shall follow all applicable Federal, State and local
27 regulations and guidelines to formulate proper cost reports, including but
28 not limited to OMB-circular A-122, OMB-circular A87, etc. .
- 29 4. It is mandatory that the CONTRACTOR send one representative to the
30 cost report training annually that is held by COUNTY that covers the
31 preparation of the year-end Cost Report. The COUNTY will notify

1 CONTRACTOR of the date(s) and time(s) of the training. Attendance at
2 the training is mandatory annually in order to ensure that the Cost
3 Reports are completed appropriately. Failure to attend this training may
4 result in delay of payment to the CONTRACTOR.

- 5 5. CONTRACTOR will be notified in writing by COUNTY, if the Cost
6 Report has not been received within the specified length of time as
7 indicated in Section H, paragraph 1 above. Future monthly
8 reimbursements will be withheld if the Cost Report contains errors that
9 are not corrected within ten (10) calendar days of written or verbal
10 notification from the COUNTY. Failure to meet any pre-approved
11 deadlines and/or extension will immediately result in the withholding of
12 future monthly reimbursements.
- 13 6. The Cost Report shall serve as the basis for year-end settlement to
14 CONTRACTOR including a reconciliation and adjustment of all
15 payments made to CONTRACTOR and all revenue received by
16 CONTRACTOR. Any payments made in excess of Cost Report
17 settlement shall be repaid upon demand, or will be deducted from the
18 next payment to CONTRACTOR.
- 19 7. All current and/or future payments to CONTRACTOR will be withheld by
20 the COUNTY until all final, current and prior year Cost Report (s) have
21 been reconciled, settled and signed by CONTRACTOR, and received
22 and approved by the COUNTY.
- 23 8. CONTRACTOR shall report Actual Costs separately, if deemed
24 applicable and as per CONTRACTOR Schedule I, to provide Contract
25 Client Services, Prescriptions, Health Maintenance Costs, and Flexible
26 funding costs under this agreement on the annual cost report. Where
27 deemed applicable, Actual Costs for Indirect Administrative Expenses
28 shall not exceed the percentage of cost as submitted in the CONTRACT
29 Request for Proposal or Cost Proposal(s).
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1 I. BANKRUPTCY:

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

8 J. AUDITS:

- 9 1. CONTRACTOR agrees that any duly authorized representative of the
10 Federal Government, the State or COUNTY shall have the right to audit,
11 inspect, excerpt, copy or transcribe any pertinent records and
12 documentation relating to this Agreement or previous Agreements in
13 previous years.
- 14 2. If this contract is terminated in accordance with Section XXIX,
15 TERMINATION PROVISIONS, COUNTY, Federal and/or State
16 governments may conduct a final audit of the CONTRACTOR. Final
17 reimbursement to CONTRACTOR by COUNTY shall not be made until
18 all audit results are known and all accounts are reconciled. Revenue
19 collected by CONTRACTOR during this period for services provided
20 under the terms of this Agreement will be regarded as revenue received
21 and deducted as such from the final reimbursement claim.
- 22 3. Any audit exception resulting from an audit conducted by any duly
23 authorized representative of the Federal Government, the State or
24 COUNTY shall be the responsibility of the CONTRACTOR. Any audit
25 disallowance adjustments may be paid in full upon demand or withheld
26 at the discretion of the Director of Mental Health against amounts due
27 under this Agreement or Agreement(s) in subsequent years.
- 28 4. The COUNTY will conduct Program Monitoring Review and/or Contract
29 Monitoring Review (CMT). Upon completion of monitoring, Contractor
30 will be mailed a report summarizing the results of the site visit. If and
31 when necessary, a corrective Action Plan will be submitted by

1 CONTRACTOR within thirty (30) calendar days of receipt of the report.
2 CONTRACTOR'S failure to respond within thirty (30) calendar days will
3 result in withholding of payment until the corrective plan of action is
4 received. CONTRACTOR'S response shall identify time frames for
5 implementing the corrective action. Failure to provide adequate
6 response or documentation for this or previous year's Agreements may
7 result in contract payment withholding and/or a disallowance to be paid
8 in full upon demand.

9 K. DATA ENTRY:

- 10 1. CONTRACTOR understands that as the COUNTY implements its
11 current ELMR system to comply with Federal, State and/or local funding
12 and service delivery requirements, CONTRACTOR will, therefore, be
13 responsible for sending at least one representative to receive all
14 applicable COUNTY training associated with, but not limited to,
15 applicable service data entry, client registration, billing and invoicing
16 (batching), and learning how to appropriately and successfully utilize
17 and/or operate the current and/or upgraded ELMR system as specified
18 for use by the COUNTY under this agreement. The COUNTY will notify
19 the CONTRACTOR when such training is required and available.
- 20 2. CONTRACTOR is required to enter all units of service into the
21 COUNTY'S ELMR system for the prior month no later than 5:00 p.m. on
22 the fifth (5th) working day of the current month. Late entry of services
23 into the COUNTY'S ELMR system may result in financial and/or service
24 denials and/or disallowances to the CONTRACTOR.

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26 /Rev. 05/4/2012 STL/ALM

27 /RBE FY 12/13

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SCHEDULE I

CONTRACT PROVIDER NAME:	Riverside Latino Commission	MHSA-PEI	FY 2012/13
	ACTUAL COST (X)	NEGOTIATED RATE ()	
DEPT ID/PROGRAM:	410022xxxx - 74720 - 536240	RU #: TBD	

TYPE OF MODALITY	Outreach	Community Planning	Educational Support Groups	Early Intervention Services		TOTAL
MODE OF SERVICE:	45	45	45	45		
SERVICE FUNCTION:	10	10	20	20		
PROCEDURE CODES:	602	602A	601	601A		
UNIT MEASUREMENT:	hours	hours	hours	hours		
NUMBER OF UNITS:	30	34	24	1,000		
COST PER UNIT:	\$400	\$100	\$400	\$25		
GROSS COST:	\$12,000	\$3,400	\$9,600	\$25,000		\$50,000.00
Service Authorization Number:						
LESS REVENUES COLLECTED BY CONTRACTORS:						
A. PATIENT FEES						0
B. PATIENT INSURANCE						0
C. OTHER						0
TOTAL CONTRACTOR REVENUES						0
MAXIMUM OBLIGATION	\$12,000	\$3,400	\$9,600	\$25,000		\$50,000
S OF F - MAX OBLIGATION:						
A. MHSA - PEI	\$12,000	\$3,400	\$9,600	\$25,000		\$50,000
F. OTHER:						
TOTAL (SOURCES OF FUNDING)	\$12,000	\$3,400	\$9,600	\$25,000		\$50,000

FUNDING SOURCES DOCUMENT: 2012/13 CLIB Net Funding

ADMIN SVCS ANALYST SIGNATURE: _____

FISCAL SERVICE SIGNATURE: _____

Revised: 08/16/2012