

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

119



FROM: Department of Mental Health

SUBMITTAL DATE:

December 12, 2012

SUBJECT: Ratify the First Amendment with El Sol Neighborhood Educational Center and Agreement Amendments for Mental Health Services Act (MHSA) Indirect and Outreach Program Services (District: All/All)

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Authorize the Chairman of the Board to ratify and sign the first amendment with El Sol Neighborhood Educational Center;
2. Authorize the Purchasing Agent to enter into amendments for indirect and outreach services while staying within the previously approved aggregate amount of \$4,805,955; and,
3. Authorize the Purchasing Agent to annually renew the indirect and outreach service agreements, while staying within the approved aggregate amount through June 30, 2015.

BACKGROUND: In order to effectively implement the Mental Health Services Act (MHSA), Prevention and Early Intervention (PEI) Plan received and filed by the Board on January 26, 2010, item # 3.32, the department sought proposals (RFP # MHARC 055) to (Continue on page 2)

JW:KS

Jerry Wengerd
Jerry Wengerd, Director
Department of Mental Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$87,480	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/2013

SOURCE OF FUNDS: 100% State	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD
 FORM APPROVED COUNTY COUNSEL
 DATE: 12-4-12
 BY: ELENA M. BOEVA
 Purchasing: Mark Seiler, Assistant Director
 Departmental Concurrence

Consent
 Policy
 Consent
 Policy

Dep't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: 3.30 of 7/31/12; 3.32 of 1/26/10; 3.47 of 6/29/10.

District:
ALL/ALL

Agenda Number:

3-29

SUBJECT: Ratify the First Amendment with El Sol Neighborhood Educational Center and Agreement Amendments for Mental Health Services Act (MHSA) Indirect and Outreach Program Services (District: All/All)

BACKGROUND: (Cont'd)

provide countywide outreach services to the Latino communities, which was identified as an underserved cultural population. On June 29, 2010, item # 3.47, the Board of Supervisors approved the award with El Sol Neighborhood Educational Center based on their extensive experience in community outreach efforts with the Latino population and their understanding of the Promotores(as) de Salud Mental requirements. El Sol Neighborhood Educational Center provides Promotores de Salud Mental programs to reach approximately 18,000 individuals countywide (6,000 individuals yearly in each region). The Department is requesting an increase to the contractor's budget to expand the programs to outreach and provide education for 72 community based organizations in all three regions.

On July 31, 2012, item # 3.30, the Board of Supervisors approved a new agreement template for all MHSA indirect and outreach services. Within this authority, the Purchasing Agent was authorized to enter into amendments up to 10% of each contract maximum, staying within the aggregate amount of \$4,805,955. The department is now requesting the Purchasing Agent have the authority to enter into amendments with contract providers staying within the approved aggregate of \$4,805,955. This will allow the department more flexibility in ensuring the service deliveries are being met and allows money to be moved around as necessary to provide the most effective indirect and outreach services to the communities of Riverside County.

FINANCIAL IMPACT:

There are sufficient funds in the Department's FY 2012/13 MHSA budget for these additional costs. No additional County funds are required.

PERIOD OF PERFORMANCE:

This amendment with El Sol Neighborhood Education Center is effective from July 1, 2012 through June 30, 2013, and may be renewed annually up to two (2) additional years, subject to the availability of funds. The other indirect and outreach services are effective for from July 1, 2012 through June 30, 2013 and may be renewed through June 30, 2015.

**FY 2012/2013
FIRST AMENDMENT TO AGREEMENT
between
THE COUNTY OF RIVERSIDE
and
EL SOL NEIGHBORHOOD EDUCATIONAL CENTER**

That certain agreement between the County of Riverside (COUNTY) and El Sol Neighborhood Educational Center (CONTRACTOR) approved by the Board of Supervisors on July 31, 2012, Agenda Item 3.30 to provide Promotores De Salud Mental is hereby amended, as follows:


- Increase the contract maximum obligation for fiscal year 2012/13 by \$87,480, from \$298,300 to \$385,780.
- Rescind Exhibit A and replace with the attached Exhibit A.
- Rescind Exhibit C and Schedule I and replace with the attached Exhibit C and Schedule I.

All other terms and conditions of this Agreement shall remain unchanged and in full force and effect.

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

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

INFORMATION COPY:
RCDMH
MHSA Administration
3801 University Avenue, Suite 400
Riverside, CA 92501

CONTRACTOR:
Signed: 
Alexander Fajardo
Executive Director
El Sol Neighborhood Education Center

COUNTY OF RIVERSIDE:
Signed: _____
Chairman
Board of Supervisors

Date: 11/05/12
P.O. Box 449
San Bernardino, CA 92402

Date: _____

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

FORM APPROVED COUNTY COUNSEL
BY:  12-4-12
ELENA M. BOEVA DATE

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**EXHIBIT A
SCOPE OF WORK**

CONTRACTOR NAME: El Sol Neighborhood Educational Center
PROGRAM NAME: Promotores de Salud Mental
DEPARTMENT I.D.: 4100221233-74720-536240

El Sol Neighborhood Educational Center on behalf of the Riverside County Department of Mental Health is providing a Promotores(as) de Salud Mental Program to address the needs of our culturally diverse Latino community(ies). This program is designed to provide temporary, short term supports through education, information on mental health topics, and assistance on how to navigate the mental health system. The Promotores(as) de Salud Mental will conduct educational presentations and perform community outreach activities, education and resources addressing Prevention and Early Intervention needs to groups and individuals within community organizations such as schools, churches, non-profit organizations, health centers, etc.

1.1 PROGRAM GOALS AND OBJECTIVES

The goals of the Promotores(as) de Salud Mental Program are to establish a collaboration and partnership between the Riverside County Department of Mental Health and key community leaders from the Latino population, identified as Promotores(as); promote awareness of mental health topics and resources to Latino communities; increase community knowledge of needed services such as Prevention and Early Intervention programs; and to provide supervision and ongoing training to support the community-based work of the Promotores(as) to assist them with developing/enhancing their relationship with the community they serve.

1.2 GEOGRAPHICAL LOCATION OF SERVICES

The CONTRACTOR has acquired space in each of following geographical locations within the County of Riverside where the services must be provided:

- 1 a. Western Region: 5473 Mission Boulevard, Riverside, CA 92509
2 The Western Region serves Riverside, Jurupa, Moreno Valley,
3 Corona, Norco, Rubidoux, Pedley, Sunnyslope, Mira Loma, Glen Avon
4 and other surrounding unincorporated areas. The goal is to provide
5 accessibility to as many areas in the Western Region as possible. All
6 areas within the Western Region are eligible for services through the
7 Promotores(as) de Salud Mental Health Program.
- 8 b. Mid-County Region: 371 Wilkerson Avenue, Perris, CA 92570
9 The Mid-County Region serves Hemet, San Jacinto, Lake Elsinore,
10 Temecula, and Perris and other surrounding unincorporated areas.
11 The goal is to provide accessibility to as many areas in the Mid-County
12 Region as possible. All areas within the Mid-County Region are
13 eligible for services through the Promotores(as) de Salud Mental
14 program.
- 15 c. Desert Region: 53990 Enterprise Way # 17, Coachella, CA 92236 &
16 14201 Palm Drive, Desert Hot Springs, CA 92240
17 The Desert Region serves areas east of Moreno Valley, including all
18 cities and surrounding unincorporated areas found between
19 Banning/Beaumont and the Arizona state line. Cities include, but are
20 not limited to, Palm Springs, Cathedral City, Rancho Mirage, Palm
21 Desert, Indian Wells, La Quinta, Indio, Coachella, Thousand Palms,
22 Mecca, North Shore, Oasis, Thermal, and Blythe. The goal is to
23 provide accessibility to as many areas in the Desert Region as
24 possible. All areas within the Desert Region are eligible for services
25 through the Promotores(as) de Salud Mental program.

26 **1.3 TARGET POPULATION TO BE SERVED**

- 27 a. The target population of the Promotores(as) de Salud Mental program
28 is the Latino community and is inclusive of all ages, who are at risk of
29 the development of mental health problems.
- 30 b. The expected number of unique individuals served monthly is
31 projected to be approximately 1500 unduplicated individuals

1 countywide (500 unduplicated individuals in each region). The annual
2 projection is to reach approximately 18,000 unduplicated individuals
3 countywide (6,000 unduplicated individuals in each region).

- 4 c. The expected number of Community Based Organizations (CBOs)
5 served yearly is projected to be 72 unduplicated organizations
6 countywide (24 unduplicated organizations in each region).

7 **1.4 STAFFING/PROMOTORES(AS), RESPONSIBILITIES, QUALIFICATIONS**

8 CONTRACTOR, shall ensure that the following staffing/Promotores(as)
9 requirements, which include, but are not limited to the following, are met:

- 10 a. Hire staff who are culturally and ethnically diverse, and who represent
11 the ethnic, linguistic and gender characteristics of the individuals being
12 served.
- 13 b. Ensure staff have training in and/or experience working with individuals
14 and/or families in the areas of mental health, substance abuse,
15 domestic violence, crisis intervention, and know how to utilize/access
16 community resources, support groups and self help groups.
- 17 c. Ensure Promotores(as) possess the ability to provide culturally
18 competent services to ethnically and culturally diverse populations.
- 19 d. Provide administrative, supervisory, and clerical support for
20 Promotores(as).
- 21 e. Ensure Promotores(as) are competent to provide the services
22 necessary. Consumers and/or family members can be considered as
23 Promotores(as), if appropriate.
- 24 f. Ensure that all staff and Promotores(as) working with the communities
25 are fingerprinted (Live Scan), and pass DOJ and FBI background
26 checks.

27 **1.5 SERVICE DELIVERY REQUIREMENTS**

- 28 a. **Community Promotores**
- 29 i. CONTRACTOR shall ensure that the following service delivery
30 requirements, which include, but may not limited to the
31 following, are met:

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1. Participate in an ongoing Countywide Promotores(as) expert workgroup comprised of (representatives from RCDMH, faith-based organizations, ethnic specific providers, community development organizations, etc.) Community Promotores(as) and Health Promotores(as) agencies that have experience training and working with Promotores(as), in the three regions,
2. Participate in the Promotores(as) expert workgroup to include; identifying the specific needs of the Riverside County Latino communities; review of established Promotores(as) training curriculum from a variety of sources; maintain a 40 hour Promotores(as) Mental Health curriculum designed to train the Promotores(as) about mental health and mental illness, and ensure that training is provided to all of the Promotores(as). The curriculum includes, but is not limited to, the following information about working in the community and mental health related materials:
 - a. Understanding and identifying warning signs of depression and other mental illness;
 - b. Suicide;
 - c. How to help a family member or friend;
 - d. Addressing stigma associated with seeking mental health care;
 - e. Education/awareness of available MHSA Prevention and Early Intervention services in their community;
 - f. Awareness of additional support services available. Establish a consistent process of recruitment and selection of Promotores(as) to ensure broad representation of the diversity within

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- the Latino community as well as diversity of the regions;
 - g. Across all age groups; and,
 - h. Reflective of the Latino’s general demographics (e.g., gender, sexual orientation);
3. Each Community Promotor(a) will receive a stipend of fifteen dollars (\$15.00) per hour of service. The hours of service shall be documented and included in a monthly report.
 4. Facilitate and coordinate the provision of the 40-hour training for the Promotores(as). This includes providing an incentive of \$400 for each Promotor(a) who completes the training program. Documentation of the successful completion of the training shall be maintained.
 5. As a result of the expert workgroup, maintain a Promotores(as) de Salud Mental training binder, as well as, a flip chart and resource binder to be given to each of the trained Promotores(as). These training resources shall be approved by RCDMH prior to distribution.
 6. Provide pre-approved printed materials for use and distribution to the community by the Promotores(as).
 7. Ensure that Promotores(as) have a current and culturally competent list of local resources. The list of local resources shall be reviewed and approved by RCDMH prior to use or distribution.
 8. Ensure that Community Promotores(as) facilitate approximately 20 outreach presentations per month, per region (totaling approximately 60 per month Countywide). Each presentation will reach a minimum of approximately 25 unduplicated individuals. Presentations will be a minimum of one hour and include an overview of

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Prevention and Early Intervention programs and printed materials on mental health topics.

- a. Presentations shall be held at non-traditional mental health settings, non-stigmatizing locations where community members have access and are comfortable. These may include, but are not limited to, parks, CBOs, and faith based organizations;
 - b. Each participant will receive a folder with printed information related to the topics being discussed.
9. Additional community activities may include, but are not limited to:
- a. Attendance at health fairs to provide written and verbal information on mental health related topics;
 - b. Outreach to community members to encourage and facilitate participation in community activities, presentations, self-help groups, and other Prevention and Early Intervention activities;
 - c. Conduct advocacy and linkage to mental health Prevention and Early Intervention activities.
10. Provide administrative, supervisory, and clerical support for Community Promotores(as) de Salud Mental Program activities in each region of the county. These activities will include, but not be limited to, the following:
- a. Provide packages of pre-approved materials for presentations;
 - b. Schedule presentations within the local community, including securing venues and confirmation of date, time, and location;
 - c. Identify additional mental health training needs throughout the community(ies);

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d. Facilitate regional two (2) hour weekly consultation/presentations for Promotores(as). These weekly regional meetings are designed to provide support for the Community Promotores(as) and allow for discussion regarding community issues and sharing what is working, as well as barriers. These meetings will allow Promotores to define mental health related issues meaningful to their region. The meeting will provide ongoing support, training, capacity building, leadership development and advocacy. Community Promotores(as) may be given either the hourly stipend or an alternate incentive for participation in these meetings. Incentives may include, but are not limited to, group meals or gift cards. Incentives can be given per meeting or on a monthly basis.

- 11. Coordinate activities and the regional deployment of Community Promotores(as) de Salud Mental Program activities in each region of the county, e.g., assisting with set up of presentations within the community and ensuring that the Promotores(as) and participants abide by the policies of the venue.
- 12. Collaborate with RCDMH to establish Quality Improvement and Monitoring protocols of the Promotores(as) de Salud Mental Activities.
- 13. Coordinate and work in partnership with RCDMH Regional Outreach Coordinators in order to effectively identify areas of the county that are underserved.

- 1 vi. The program consists of an eight (8) week training session, along
2 with monthly booster sessions for twelve (12) months after
3 training completion that includes two major components:
4 knowledge and skills. The knowledge component focuses on
5 health topics and behaviors which been identified as relevant by
6 the Latino community (depression, anxiety, alcohol use/abuse,
7 suicide prevention, child abuse prevention, anger management);
8 the skills component focuses on skills necessary to carry out the
9 outreach activities such as communication skills, problem solving,
10 etc.
- 11 vii. Each organization will receive a resource manual containing
12 information regarding services and mental health topics. CBO will
13 be responsible for sharing this information with community
14 organizations through lectures, brochures, announcements,
15 health fairs, etc.
- 16 viii. Upon the CBO agreement to participate in the program, Advance
17 Promotores and organizations will be required to sign a contract
18 which commits them to the eight session group activities
19 consisting of: three hours of individual follow up after each group,
20 and monthly session for twelve months.
- 21 ix. The training is based on the Empowerment Model in which the
22 CBO are “empowered” to design their action plan in partnership
23 with their communities based on perceived mental health needs
24 of the Latino community. This partnership encourages
25 identification of mental health priorities in the Latino community
26 and development of a plan of action depicting how they will
27 address service priorities (in addition to dissemination of health
28 information and health care access facilitation).
- 29 x. After the eight-week program is complete, the Promotores will
30 be available to the organization on a regular basis to answer
31 questions and promote health in their communities for twelve

1 months. The Promotores will continue meeting monthly for
2 continuing education, sharing of ideas and challenges, and
3 planning of outreach events, as well as furthering education on
4 knowledge and skills that were not covered in the eight-week
5 program.

- 6 xi. It is expected that after twelve months the organization will have
7 the knowledge and resources to continue their Promotores mental
8 health program within their communities.

9 **1.6 DOCUMENTATION OF SERVICES**

10 The CONTRACTOR shall maintain documentation of all services provided,
11 and any other documentation related to Promotores(as) de Salud Mental
12 program activities. Any documentation created for this contract shall be
13 maintained by the CONTRACTOR for five (5) years after the contract has
14 ended. These records shall include, but may not be limited to:

- 15 a. Expert workgroup sign in sheets that include the participant name,
16 date, time, and location of the meeting. CONTRACTOR shall prepare
17 and distribute minutes from each expert workgroup meeting.
- 18 b. Promotores(as) training sign in sheets that include the participant
19 name, date, time, and location of the training. Copies of material that
20 was presented/discussed shall be maintained.
- 21 c. Provide monthly documentation of each presentation and support
22 group(s) facilitated by a Promotor(a) which will include sign in sheets
23 that include the participant name, date, time, and location of the
24 presentation. Copies of material that was presented/discussed shall be
25 maintained.
- 26 d. Monthly verification forms for each Promotor(a). The forms shall
27 include the name of the Promotor(a), the date of service, name and
28 duration of the event, estimated number of participants, demographic
29 information of participants, list of materials distributed, and the number
30 of contacts per hour for each event.

- e. Documentation of outreach efforts on a monthly basis, which may include but not be limited to date, time and location of health fairs or other outreach effort(s).
- f. Prior to conducting any Promotores(as) presentations, CONTRACTOR shall provide RCDMH with a master copy of the training binder; flip chart; and resource binder.
- g. Monthly contract report, as outlined by RCDMH, shall be submitted to RCDMH. This monthly report shall summarize CONTRACTOR activities.
- h. All records maintained by the CONTRACTOR on behalf of RCDMH are the property of RCDMH.
- i. Copies of completed outcome measures.
- j. Other requirements as may be determined during the implementation of the Prevention and Early Intervention plan.
- k. Data entry into the County Management Information System.

1.7 PERFORMANCE OUTCOMES

- a. Outcome measures will be developed in partnership with RCMDH and CONTRACTOR. Promotores(as) attending the 40 hour training will be administered a pre and post test as well as a satisfaction survey. In addition, CONTRACTOR will provide satisfaction surveys to participants of all presentations and community activities facilitated by the Promotores(as). The above listed outcome measures will be given to RCDMH for evaluation.
 - i. Eighty percent (80%) of individuals completing a satisfaction survey will show satisfaction with the presentation by the Promotores(as).
 - ii. Eighty percent (80%) of individuals will indicate that the presentation/services assisted them in the awareness of prevention and early intervention, elimination of stigma, and utilization of community resources.

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iii. Outcome reporting as assigned by the State Department of Health Care Services and the Mental Health Services Oversight and Accountability Commission will be an additional requirement of CONTRACTOR.

b. CONTRACTOR is responsible for the translation of the surveys, as well as the translation when submitting required outcome measures to the county.

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**EXHIBIT C
REIMBURSEMENT & PAYMENT**

CONTRACTOR NAME: El Sol Neighborhood Educational Center

PROGRAM NAME: Promotores de Salud Mental

DEPARTMENT ID: 41002221233-74720-536240

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:

X 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):

X 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 \$385,780 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).

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

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

F. RECOGNITION OF FINANCIAL SUPPORT:

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

G. PAYMENT:

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

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.

25
26 /Rev. 05/4/2012 STL/ALM/RBE FY 12/13

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**SCHEDULE I
MENTAL HEALTH**

CONTRACT PROVIDER NAME:	EL SOL - PROMOTORES DE SALUD MENTAL - DESERT	FY 12/13
	ACTUAL COST (X)	NEGOTIATED COST ()
DEPT ID/PROGRAM:	4100221233-74720-536240	RU# 33JYP2 MHA PEI

TYPE OF MODALITY	PROGRAM	OUTREACH	ENGAGEMENT	STAFF TRAINING	TOTAL
MODE OF SERVICE:	45	45	45	45	
SERVICE FUNCTION:	20	10	20	10	
PROCEDURE CODES:	601	602	603	760	
UNIT MEASUREMENT:	Hours	Hours	Hours	Hours	
NUMBER OF UNITS:	2,903	448	607	157	
COST PER UNIT:	\$32.64	\$32.64	\$32.64	\$32.64	
GROSS COST:	\$94,755	\$14,609	\$19,826	\$5,121	\$134,310
Service Authorization Number	90232	90234	90236	90238	
LESS REVENUES COLLECTED BY CONTRACTORS:					
A. PATIENT FEES					0
B. PATIENT INSURANCE					0
C. OTHER					0
TOTAL CONTRACTOR REVENUES					0
MAXIMUM OBLIGATION	\$94,755	\$14,609	\$19,826	\$5,121	\$134,310
S OF F - MAX OBLIGATION:					
A. MHA - PEI	\$94,755	\$14,609	\$19,826	\$5,121	\$134,310
F. OTHER:					
TOTAL (SOURCES OF FUNDING)	\$94,755		\$19,826	\$5,121	\$134,310

FUNDING SOURCES DOCUMENT: 2012-13 CLIB Net Funding

ADMIN SVCS ANALYST SIGNATURE: _____

FISCAL SERVICE SIGNATURE: _____

Revised:10/17/12

**SCHEDULE I
MENTAL HEALTH**

CONTRACT PROVIDER NAME:	EL SOL - PROMOTORES DE SALUD MENTAL - WESTERN	FY 12/13
	ACTUAL COST (X)	NEGOTIATED COST ()
DEPT ID/PROGRAM:	4100221233-74720-536240	RU# 33JYPA MHA PEI

TYPE OF MODALITY	PROGRAM	OUTREACH	ENGAGEMENT	STAFF TRAINING	TOTAL
MODE OF SERVICE:	45	45	45	45	
SERVICE FUNCTION:	20	10	20	10	
PROCEDURE CODES:	601	602	603	760	
UNIT MEASUREMENT:	Hours	Hours	Hours	Hours	
NUMBER OF UNITS:	2,658	447	590	157	
COST PER UNIT:	\$32.64	\$32.64	\$32.64	\$32.64	
GROSS COST:	\$86,763	\$14,602	\$19,250	\$5,121	\$125,735
Service Authorization Number	90199	90200	90201	90203	
LESS REVENUES COLLECTED BY CONTRACTORS:					
A. PATIENT FEES					0
B. PATIENT INSURANCE					0
C. OTHER					0
TOTAL CONTRACTOR REVENUES					0
MAXIMUM OBLIGATION	\$86,763	\$14,602	\$19,250	\$5,121	\$125,735
S OF F - MAX OBLIGATION:					
A. MHA - PEI	\$86,763	\$14,602	\$19,250	\$5,121	\$125,735
F. OTHER:					
TOTAL (SOURCES OF FUNDING)	\$86,763		\$19,250	\$5,121	\$125,735

FUNDING SOURCES DOCUMENT: 2012-13 CLIB Net Funding

ADMIN SVCS ANALYST SIGNATURE: _____

FISCAL SERVICE SIGNATURE: _____

Revised:10/17/12

**SCHEDULE I
MENTAL HEALTH**

CONTRACT PROVIDER NAME:	EL SOL - PROMOTORES DE SALUD MENTAL - MID COUNTY	FY 12/13
	ACTUAL COST (X)	NEGOTIATED COST ()
DEPT ID/PROGRAM:	4100221233-74720-536240	RU# 33JYP1 MHPA PEI

TYPE OF MODALITY	PROGRAM	OUTREACH	ENGAGEMENT	STAFF TRAINING	TOTAL
MODE OF SERVICE:	45	45	45	45	
SERVICE FUNCTION:	20	10	20	10	
PROCEDURE CODES:	601	602	603	760	
UNIT MEASUREMENT:	Hours	Hours	Hours	Hours	
NUMBER OF UNITS:	2,658	447	590	157	
COST PER UNIT:	\$32.64	\$32.64	\$32.64	\$32.64	
GROSS COST:	\$86,763	\$14,602	\$19,250	\$5,121	\$125,735
Service Authorization Number	90205	90220	90229	90230	
LESS REVENUES COLLECTED BY CONTRACTORS:					
A. PATIENT FEES					0
B. PATIENT INSURANCE					0
C. OTHER					0
TOTAL CONTRACTOR REVENUES					0
MAXIMUM OBLIGATION	\$86,763	\$14,602	\$19,250	\$5,121	\$125,735
S OF F - MAX OBLIGATION:					
A. MHPA - PEI	\$86,763	\$14,602	\$19,250	\$5,121	\$125,735
F. OTHER:					
TOTAL (SOURCES OF FUNDING)	\$86,763		\$19,250	\$5,121	\$125,735

FUNDING SOURCES DOCUMENT: 2012-13 CLIB Net Funding

ADMIN SVCS ANALYST SIGNATURE: _____

FISCAL SERVICE SIGNATURE: _____

Revised:10/17/12