

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



**FROM:** Department of Mental Health

**SUBMITTAL DATE:**

**SUBJECT:** Approval of the one year Agreements with the Mental Health Managed Care Outpatient providers outlined in Attachments A and B to provide mental health services. (District: All) [\$7,250,000 ongoing]. State & Federal

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and execute the one year Agreements with the Mental Health Managed Care Outpatient providers for mental health services while staying within the approved combined aggregate amount of \$7,250,000 annually, which contains an option to renew the Agreements for two additional one-year periods;
2. Authorize the Chairman of the Board to sign the Agreements outlined in Attachments A and B;
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 to sign renewals based upon the availability of funding and sign amendments that do not change the substantive terms of the Agreements through June 30, 2017; and
4. Exempt the County Purchasing Agent from the sole source requirement when adding new providers not to exceed \$100,000 without securing competitive bids in accordance with Ordinance 459 while staying within the Board approved combined aggregate amount of \$7,250,000.

(Continued on page 2)

JW:RC

Jerry Wengert, Director  
Department of Mental Health

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 7,250,000	\$ 7,250,000	\$ 21,750,000	\$ 7,250,000	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** 61% State and 39% Federal

**Budget Adjustment:** NO

**For Fiscal Year:** 14/15

**C.E.O. RECOMMENDATION:**

APPROVE

County Executive Office Signature

BY:

Jennifer L. Sargent

**MINUTES OF THE BOARD OF SUPERVISORS**

FORM APPROVED COUNTY COUNSEL

BY:

LESLIE E. MURAD II

DATE

Purchasing:

Mark Seiler, Assistant Director

- ☐ A-30      ☐ Positions Added      ☐ Change Order
- ☐ 4/5 Vote

**Prev. Agn. Ref.: Item 3.44 of 02/26/13**

**District: All**

**Agenda Number:**

3-29

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11:** Approval of the one year Agreements with the Mental Health Managed Care Outpatient providers outlined in Attachments A and B to provide mental health services. (District: All) [\$7,250,000 ongoing]. State & Federal

**DATE:**

**PAGE:** Page 2 of 2

**BACKGROUND:**

**Summary**

On February 26, 2013, (3.44), the Board of Supervisors approved the \$7,250,000 aggregate for Mental Health Managed Care Provider Agreements. The aggregate maximum will remain the same for FY14/15.

The Department of Mental Health (DMH) operates a continuum of care system that consists of County-operated and contracted service providers delivering a variety of mental health treatment services within each geographic region of Riverside County. These services are rendered to Medi-Cal beneficiaries by previously selected, credentialed and certified Managed Care providers. The services provided by the network providers listed in Attachments A & B include individual therapy, group therapy, medication management services, psychological testing, and crisis intervention services in accordance with the Mental Health Plan to Medi-Cal beneficiaries.

**Impact on Citizens and Businesses**

These services are a component of the Department's system of care aimed at improving the health and safety of consumers and the community.

**Additional Fiscal Information**

The Managed Care Agreements outlined in Attachments A and B are funded by Medi-Cal and other applicable State funds, and have termination clauses in the event that applicable Federal, State and/or County funds become unavailable for service provision. Each provider Agreement amount is based on a projected utilization multiplied by the County rate. There are sufficient funds in the DMH's FY 14/15 budget to fund the Agreements listed in the Attachments A and B. No additional County funds are required.

**Contract History and Price Reasonableness**

The current Managed Care County service rates for individual and agency providers are negotiated based on industry standards. The service rates are as follows:

Psychiatrist (M.D.)	\$1.25 per minute
Clinical Psychologist (Ph.D. or Psy.D.)	\$1.10 per minute
Marriage and Family Therapist	\$1.00 per minute
Licensed Clinical Social Worker	\$1.00 per minute
Medication Support Services	\$2.75 per minute

## RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH

## MAXIMUM AGREEMENT AMOUNT FY 14/15

## MANAGED CARE-AGENCY AGREEMENTS OVER \$100,000

**PROPOSED  
CONTRACT AMOUNTS**

**AGENCY PROVIDERS OVER (\$100,000)****FY 14/15**

ATHENA COUNSELING CENTER	\$111,000.00
AURORA FAMILY COUNSELING CENTER, INC.	\$125,000.00
BARBARA SINATRA CHILDREN'S CENTER	\$158,000.00
C.H.A.R.L.E.E. FAMILY CARE, INC.	\$657,000.00
COMMUNITY ACCESS NETWORK, INC.	\$300,000.00
DOGON PSYCHIATRIC SERVICES, INC.	\$504,000.00
FAMILY SERVICES OF THE DESERT, INC.	\$124,000.00
JEWISH FAMILY SERVICE OF THE DESERT	\$147,000.00
MFI RECOVERY CENTER	\$485,000.00
NOVELL & NOVELL COUNSELING SERVICES	\$332,000.00
RIVERSIDE LATINO COMMISSION	\$174,000.00
PALM SPRING SUNIFIED SCHOOL DISTRICT	\$105,000.00

## MANAGED CARE-INDIVIDUAL AGREEMENTS OVER \$100,000

**PROPOSED  
CONTRACT AMOUNTS**

**INDIVIDUAL PROVIDERS OVER (\$100,000)****FY 14/15**

DESJARDINS	TOBIAS	\$117,000.00
HUTCHINS	KENNETH	\$105,000.00
MADIGAN	LEE	\$111,000.00
MIKELS	DEREN	\$129,000.00
MOORE - JONES	PAMELA	\$115,000.00

**ATTACHMENT "B"**

**RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH**

**MAXIMUM AGREEMENT AMOUNT FY 14/15**

**MANAGED CARE-AGENCY AGREEMENTS**

**AGENCY PROVIDERS UNDER (\$100,000)**

CHILDHELP, INC.

CORC Family Counseling Corporation

New Hope Christian Counseling

Operation Safe House, Inc.

SIGIL Social Foundation

The Carolyn E. Wylie Center

**ATTACHMENT "B"**

**RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH**

**MAXIMUM AGREEMENT AMOUNT FY 14/15**

**MANAGED CARE-INDIVIDUAL AGREEMENTS**

**INDIVIDUAL PROVIDERS UNDER (\$100,000)**

ACEVEDO	ROSA LEE
AXELROD	LISA
BLACK	MICHAEL
BOUDEVIN	YVONNE
BUCHE	DOUGLAS
CANEVA	ROBBIN
DARNELL	MELISSA
EARLE	SHEREE
ESTRADA	LUZ
GARETT	KENNETH
GARRIGUES	BEVERLY
GILLESPIE	WILLIAM
GOFFMAN	JERRY
HALL	KIMBERLY
HAMILTON	ROBERT
HEASTON	SHARON
HERNANDEZ-FALK	ELIZABETH
HILLIARD	PETER
HOLT	TYNIA
HOOPAI	RODNEY
HOVIVIAN	ERNEST

**ATTACHMENT "B"**

**RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH**

**MAXIMUM AGREEMENT AMOUNT FY 14/15**

**MANAGED CARE-INDIVIDUAL AGREEMENTS**

**INDIVIDUAL PROVIDERS UNDER (\$100,000)**

IBEABUCHI	GEOFFREY
JACOB	SAID
JOSLIN	JEANNE
KASNER	EDMUND
KAUFMAN	SAMUEL
KIKANI	DIVYAKANT
KLEBEL	WOLFGANG
KOZMA	KURT
LEE	CHARLTON
LEE	KEVIN
MARSTON	ROBERT
MARTINEZ	RICARDO
MCNEEL III	WAKELIN
MICHEALSON	JOE
MORGAN	RONALD
NAKAI	BHUPINDER
OBERLIN	KAREN
OHIAERI	IKECHUKWU
ORRELL	JAMES

**ATTACHMENT "B"**

**RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH**

**MAXIMUM AGREEMENT AMOUNT FY 14/15**

**MANAGED CARE-INDIVIDUAL AGREEMENTS**

**INDIVIDUAL PROVIDERS UNDER (\$100,000)**

PARKER	JOYCE
PELTZ	JANETTA
PEREZ	FRANCISCO
PHILLIPS	KIM
POOR	PATRICK
ROBERTS	GABRIELE
RODRIGUEZ	MARTINA
RYAN	EDWARD
RYAN	RONALD
SANDHU	SARABJIT
SAWICKY	ROBERT
SCHWARTZ	MICHAEL
SHANNON	NANCY
SILVA	AURORA
SLOAN	MICHAEL
STAMENKOVIC	VERA
STANFIELD	JAN
SUITER	ROBERT
THOMPSON	JEWEL
VORWERK	MICHELLE
WAGER	LLOYD
WATSON	DANIEL
WEISHAUS	KENT
WINSTON	GAIL
YOUELL	TIMOTHY

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 ATHENA COUNSELING CENTER, hereinafter referred to as "CONTRACTOR."

**PREAMBLE**

**WHEREAS**, the COUNTY wishes to extend to the residents of Riverside County certain mental health services contemplated and authorized by the California Welfare and Institutions Code (WIC) Section 5600 et seq., 5608 et seq., and Government Code Section 26227 et seq., California Code of Regulations, Title 9, Division 1, and Title 22, which the CONTRACTOR is equipped, staffed and prepared to provide; and

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

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

**NOW THEREFORE**, in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 1 through 56 and Exhibits A, B, C, and Schedule I attached hereto and incorporated herein, hereinafter referred to as "Agreement."

**CONTRACTOR**

By: Isuzu F. Hopper  
Isuzu F. Hopper  
Print Name  
Date: 4-15-14

**COUNTY COUNSEL:**

Pamela J. Walls  
Approved as to form

By: Pamela J. Walls

**COUNTY**

By: \_\_\_\_\_  
Jeff Stone, Chairman  
Board of Supervisors

Date: \_\_\_\_\_



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EXHIBIT A  
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Schedule I

I

DESCRIPTION OF SERVICES:

CONTRACTOR agrees to provide services in the form as outlined and described in Exhibit A, Exhibit B, Exhibit C, Schedule I and any other exhibits, attachments or addendums attached hereto and by this reference incorporated herein to this Agreement.

II

PERIOD OF PERFORMANCE:

This Agreement shall be effective as of July 1, 2014, and continue in effect through June 30, 2015. The Agreement may thereafter be renewed annually, up to an additional five (5) years, subject to the availability of funds.

III

REIMBURSEMENT AND USE OF FUNDS PAYMENT:

A. Reimbursement

In consideration of services provided by CONTRACTOR, COUNTY shall reimburse CONTRACTOR in the amount and manner outlined and described in Exhibit C and Schedule I, attached hereto and by this reference incorporated herein to this Agreement. CONTRACTOR agrees to submit their National Provider Identification (NPI) and other support or required documentation to the COUNTY prior to reimbursement be processed by the COUNTY.

B. Restrictions On Salaries

CONTRACTOR agrees that no part of any federal funds provided under this Agreement shall be used by the CONTRACTOR, or its Subcontractors to pay the salary of an individual at a rate in excess of Level 1 of the Executive Schedule.

Salary schedules may be found at <http://www.opm.gov/oca>. CONTRACTOR shall be responsible for making sure that their organization is in full compliance with all applicable Federal, State, County or local salary restrictions in conjunction with performing the services herein.

C. Union Organizing

1. CONTRACTOR will not assist, promote, or deter union organizing by employees performing work on a state service contract, including a public works contract.
2. CONTRACTOR will not, for any business conducted under this Agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
3. If the CONTRACTOR incurs costs, or makes expenditures to assist, promote, or deter union organizing, CONTRACTOR will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and the CONTRACTOR shall provide those records to the County and then to the Attorney General upon request.

D. Lobbying And Restrictions And Disclosures Certification

Applicable to federally funded contracts in excess of \$100,000 per Section 1352 Title 31, USC, Section 1352 and 45 CFR Part 93:

1. Certification and Disclosure Requirements

- 1 a. CONTRACTOR (or recipient) who requests or receives a contract, sub-  
2 contract, grant or sub-grant, which is subject to Title 31, USC, Section  
3 1352, and which exceeds \$100,000 at any tier, shall file a certification  
4 (in the form set forth in by the COUNTY), consisting of one page,  
5 entitled "Certification Regarding Lobbying" that the recipient has not  
6 made, and will not make, any payment prohibited by sub-section B of  
7 this provision.  
8  
9 b. CONTRACTOR shall file a disclosure (in the form set forth by the  
10 COUNTY, entitled "Standard Form-LLL-Disclosure of Lobbying  
11 Activities") if any funds other than federally appropriated funds have  
12 been paid or will be paid to any person for influencing or attempting to  
13 influence any officer or employee of any agency, a Member of  
14 Congress, an officer or employee of Congress, or any employee of a  
15 Member of Congress in connection with this federal grant.  
16  
17 c. CONTRACTOR shall require that the language of this certification be  
18 included in the award documents for all sub-awards at all tiers  
19 (including subcontracts, sub-grants, and contracts under grants, loans  
20 and cooperative agreements) and that all sub-recipients shall certify and  
21 disclose accordingly.  
22  
23 d. CONTRACTOR shall file a disclosure form at the end of each calendar  
24 quarter in which there occurs any event that requires disclosure or that  
25 materially affect the accuracy of the information contained in any  
26 disclosure form previously filed by such person under Paragraph 1(a)  
27  
28

herein. An event that materially affects the accuracy of the information reported includes:

- (i) A cumulative increase \$25,000, or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
- (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action;
- (iii) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action;
- (iv) CONTRACTOR who requests or receives from a person referred to in Paragraph 1(a) of this provision a contract, subcontract, grant or sub-grant exceeding \$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above;
- (v) All disclosure forms (but no certifications) shall be forwarded from tier to tier until received by the entity referred to in Paragraph 1(a) of this provision. The CONTRACTOR shall forward all disclosure forms to the COUNTY in order for the COUNTY to forward to Program/Regional Administrator.

E. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no Federal appropriated funds may be expended to pay any person influencing or attempting to influence an

1 officer or employee of any agency, a Member of Congress, an officer or employee of  
2 Congress, or an employee of a Member of Congress in connection with any of the  
3 following covered federal actions: the awarding of any federal contract, the making  
4 of any federal grant, the making of any federal loan, entering into any cooperative  
5 agreement, and the extension, continuation, renewal, amendment, or modification of  
6 any federal contract, grant, loan or cooperative agreement.  
7

8 F. National Provider Identifier (NPI)

9 All HIPAA covered healthcare providers must obtain an NPI. Provider's site NPIs  
10 must be submitted to the Riverside County Department of Mental Health (RCDMH)  
11 Information Services Unit prior to rendering services to clients. Contractors providing  
12 Medi-Cal billable services must also submit rendering (individual) provider NPIs to  
13 RCDMH Information Services Unit for each staff member providing Medi-Cal  
14 billable services. Contractor reimbursement will not be processed unless NPIs are on  
15 file with RCDMH in advance of providing services to clients. It is the responsibility  
16 of each contract provider site and individual staff member that bills Medi-Cal to obtain  
17 an NPI from the National Plan and Provider Enumeration System (NPPES). Each  
18 contract site, as well as every staff member that provides billable services, is  
19 responsible for notifying the National Plan & Provider Enumeration System (NPPES)  
20 within 30 days of any updates to personal information (worksite address, name  
21 changes, taxonomy code changes, etc.).  
22  
23  
24  
25  
26  
27  
28

IV

PROGRAM SUPERVISION, MONITORING AND REVIEW:

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.

A. CONTRACTOR agrees to extend to DIRECTOR or his designee, the COUNTY Contract Monitoring Team, COUNTY Case Management Staff, and other authorized County, Federal and/or State representatives, the right to enter the program facilities during operating hours to monitor client well-being; and the right to review and monitor CONTRACTOR's facilities, programs, policies, practices, books, records, or procedures during operating hours.

1. In exercising the right to review or monitor CONTRACTOR's administrative, clinical, fiscal, and program components, staff and facility(ies), the COUNTY shall enforce applicable Agreement provisions and COUNTY policies with regards to threats and violent behavior or harassment in the workplace concerning its employees.
2. CONTRACTOR further agrees to authorize the COUNTY, under this Agreement, to have access to all COUNTY consumers, to collaborate with treating staff, and to review necessary documents to ensure that the consumer has received all necessary assessments, all necessary treatment planning with measurable goals, and documented progress towards goals.



1 3. CONTRACTOR agrees to allow COUNTY to collaborate with CONTRACTOR  
2 personnel regarding COUNTY consumer aftercare services and continuity of care  
3 with the COUNTY.

4 B. As it pertains to the COUNTY and Program Monitoring, if at any point during the  
5 duration of this Agreement, the COUNTY determines CONTRACTOR is out of  
6 compliance with any provision in this Agreement, the COUNTY may request a plan  
7 of correction, after providing the CONTRACTOR with written notification and the  
8 basis for the finding of noncompliance.  
9

10 1. Within thirty (30) days of receiving notification, the CONTRACTOR shall  
11 provide a written plan of corrective action addressing the non-compliance.  
12

13 2. If the COUNTY accepts the CONTRACTOR'S proposed plan of correction,  
14 it shall suspend other punitive actions to give the CONTRACTOR the  
15 opportunity to come into compliance.

16 3. If the COUNTY determines CONTRACTOR has failed to implement  
17 corrective action, funds may be withheld until compliance is achieved.  
18

19 4. CONTRACTOR shall cooperate with any such effort by COUNTY including  
20 follow-up investigation and interview of witnesses. Failure to cooperate or  
21 take corrective action as may be indicated by an investigation could result in  
22 termination of this Agreement.  
23

24 C. CONTRACTOR agrees that any duly authorized representative of the Federal, the  
25 State, COUNTY or local government shall have the right to audit, inspect, excerpt,  
26 copy or transcribe any pertinent records and documentation relating to this  
27 Agreement or previous year's Agreements.  
28

- 1 D. If this Agreement is terminated in accordance with Section XXVII, TERMINATION  
2 PROVISIONS, COUNTY may conduct a final audit of the CONTRACTOR. Final  
3 reimbursement to CONTRACTOR by COUNTY shall not be made until audit results  
4 are known and all accounts are reconciled. Revenue collected by CONTRACTOR  
5 during this period for services provided under the terms of this Agreement will be  
6 regarded as revenue received and deducted as such from the final reimbursement  
7 claim.  
8
- 9 E. Any audit exception resulting from an audit conducted by any duly authorized  
10 representative of the Federal Government, the State or County shall be the  
11 responsibility of the CONTRACTOR. Any audit disallowance adjustments may be  
12 paid in full upon demand or withheld at the discretion of the DIRECTOR against  
13 amounts due under this Agreement or previous year's Agreement(s).  
14
- 15 F. The COUNTY will conduct an Annual Administrative, Fiscal, and Clinical Contract  
16 Monitoring. Upon completion of the monitoring, CONTRACTOR will be mailed a  
17 report summarizing the results of the site visit. If discrepancies are noted during the  
18 Contract Monitoring, a Corrective Plan of Action will be submitted by  
19 CONTRACTOR within thirty (30) calendar days of receipt of the report.  
20 CONTRACTOR'S failure to respond within thirty (30) calendar days may result in  
21 withholding of payment until the Corrective Plan of Action is received.  
22
- 23 G. Notwithstanding the foregoing, the COUNTY reserves the right, at any time and  
24 without a thirty (30) day written notice, to disallow or withhold CONTRACTOR  
25 funding if and when deemed necessary for material non-compliance as it pertains to  
26 any provision of this Agreement.  
27  
28

STATUS OF CONTRACTOR:

- A. CONTRACTOR acknowledges that this Agreement is by and between the COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. CONTRACTOR is, and shall at all times be deemed to be, an independent CONTRACTOR and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. CONTRACTOR assumes the exclusive responsibility for the acts of its employees or agents as they relate to services to be provided. CONTRACTOR shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of COUNTY pursuant to this Agreement.
- B. CONTRACTOR certifies that it is aware of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor, the derivative Cal/OSHA standards and laws and regulations relating thereto, and shall comply therewith as to all relative elements under this Agreement.
- C. CONTRACTOR is responsible for payment and deduction of all employment-related taxes on CONTRACTOR'S behalf and for CONTRACTOR'S employees, including, but not limited, to all Federal, State and applicable local income taxes and withholdings. COUNTY shall not be required to make any deductions from compensation payable to CONTRACTOR for these purposes.

1 D. CONTRACTOR shall indemnify COUNTY against any and all claims that may be  
2 made against COUNTY based upon any contention by a third party that an employer-  
3 employee relationship exists by reason of this Agreement.

4 E. CONTRACTOR shall indemnify COUNTY for any and all federal or state withholding  
5 or retirement payments which COUNTY may be required to make pursuant to federal  
6 or state law.

7  
8 F. CONTRACTOR shall maintain on file at all times, and as deemed applicable and  
9 appropriate for CONTRACTOR, the following, but not limited to, organization status  
10 related documentation:

- 11 1. Articles of Incorporation;
- 12 2. Any and all Amendment of Articles;
- 13 3. List of Agency's Board of Directors and Advisory Board;
- 14 4. A resolution indicating who is empowered to sign all contract documents  
15 pertaining to the agency;
- 16 5. By-laws and minutes of Board meetings; and
- 17 6. All applicable Federal, State and County licenses and certificates.

18  
19  
20 VI

21 ADMINISTRATIVE CHANGE IN STATUS:

22 A. If, during the term of the Agreement, there is a change in CONTRACTOR'S status,  
23 a detailed description of the change must be submitted to COUNTY in writing at  
24 least sixty (60) days prior to the effective date of the change.

- 25 1. A change in status is defined as, but is not limited to, a name change not  
26 amounting to a change of ownership, moving a facility's service location within  
27  
28

1 the same region, closing a facility with services being offered in another already  
2 existing contracted facility, or change in services offered without an increase to  
3 the Agreement maximum. Other changes to the Agreement may result in a more  
4 formal Agreement amendment. Involuntary changes of status due to disasters  
5 should be reported to the COUNTY as soon as possible.  
6

7 2. CONTRACTOR is responsible for providing to the COUNTY, annually, at the  
8 beginning of each fiscal year and upon execution of the CONTRACTOR'S  
9 Agreement, emergency and/or after hour contact information for the  
10 CONTRACTOR'S organization. CONTRACTOR'S emergency and/or after  
11 hour contact information shall include, but is not limited to, first and last name of  
12 emergency and/or after hour contact, telephone number, cellular phone number,  
13 and applicable address(s). CONTRACTOR shall provide this information to the  
14 COUNTY at the same time the CONTRACTOR provides the COUNTY with  
15 annual insurance renewals and/or changes to insurance coverage.  
16

17 3. CONTRACTOR shall be responsible for updating this information, immediately  
18 and in writing, when changes in CONTRACTOR'S emergency and/or after hour  
19 contact information occurs during the fiscal year or prior to the end of the fiscal  
20 year. Written CONTRACTOR'S updates of this information shall be provided  
21 to the COUNTY in accordance with Section XXXI, NOTICES, of this  
22 Agreement.  
23

24 4. If there are any CONTRACTOR administrative changes, such as signatory  
25 authority, management, site addresses, business locations, remittance addresses,  
26 tax identification numbers, business ownership, etc., a letter, on  
27  
28

1 CONTRACTOR's letterhead and signed by the CONTRACTOR's Chairman of  
2 the Board or President or Chief Executive Officer, or its designee, and/or a copy  
3 of CONTRACTOR's Board minutes authorizing the change(s), the appropriate  
4 documentation must be submitted to COUNTY within two weeks of the change.

5  
6 VII

7 DELEGATION AND ASSIGNMENT:

- 8 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in  
9 part, without prior written consent of COUNTY; provided, however, obligations  
10 undertaken by CONTRACTOR pursuant to this Agreement may be carried out by  
11 means of subcontracts, provided such subcontracts are approved in writing by the  
12 DIRECTOR (or his designee), meet the requirements of this Agreement as they relate  
13 to the service or activity under subcontract, and include any provisions that the  
14 DIRECTOR may require.
- 15  
16 B. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to  
17 COUNTY pursuant to this Agreement.
- 18  
19 C. CONTRACTOR may not assign the rights hereunder, either in whole or in part,  
20 without the prior written consent of COUNTY. Any attempted assignment or  
21 delegation in derogation of this paragraph shall be void.
- 22  
23 D. Any change in the corporate or business structure of CONTRACTOR, such as a  
24 change in ownership or majority ownership change resulting in a change to the  
25 Federal Tax ID, shall be deemed an assignment for purposes of this paragraph.
- 26  
27  
28

VIII

ALTERATION:

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto unless specifically made in writing by both parties hereto.

IX

LICENSES:

- A. CONTRACTOR warrants and certifies that it has all applicable, appropriate, and necessary licenses, permits, approvals, certifications, waivers, and exemptions necessary to provide the services outlined herein, for its business to operate, and for personnel to provide services hereunder, and as required by all applicable laws and regulations set forth by the Federal, State, County and local governments, and all other appropriate governmental agencies.
- B. CONTRACTOR agrees to maintain these licenses, permits, approvals, certifications, waivers, and exemptions, etc. throughout the term of this Agreement.
- C. CONTRACTOR shall notify DIRECTOR, or its designee, immediately and in writing of its inability to maintain, irrespective of the pendency of an appeal of such licenses, permits, approvals, certifications, waivers or exemptions.

X

INDEMNIFICATION:

CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers,

1 Board of Supervisors, employees, agents, elected and appointed officials and representatives  
2 from any liability whatsoever, based or asserted upon services of CONTRACTOR, its agents,  
3 employees, or subcontractors, arising out of or in anyway relating to this Agreement, for  
4 property damage, bodily injury, or death or any other element of damage of any kind or  
5 nature resulting from any acts or failure to act or omission on the part of the  
6 CONTRACTOR, its directors, officers, agents, employees or subcontractors hereunder, and  
7 CONTRACTOR shall defend, at its sole expense, including but not limited to attorney fees,  
8 all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their  
9 respective directors, officers, Board of Supervisors, employees, agents, elected and appointed  
10 officials and representatives in any legal claim or action based upon such alleged acts, failure  
11 to act or omissions.  
12

## 13 XI

### 14 INSURANCE:

15  
16 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or  
17 hold harmless the County of Riverside and the State of California, CONTRACTOR shall  
18 procure and maintain or cause to be maintained, at its sole cost and expense, the following  
19 insurance coverage during the term of this Agreement. With respect to the insurance section  
20 only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special  
21 Districts, and Department, their respective directors, officers, Board of Supervisors,  
22 employees, elected or appointed officials, agents, or representatives as Additional Insureds.  
23

#### 24 A. Workers' Compensation

25 If CONTRACTOR has employees as defined by the State of California, CONTRACTOR  
26 shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws  
27 of the State of California. Policy shall include Employers' Liability (Coverage B)  
28



1 including Occupational Disease with limits not less than \$1,000,000 per person per  
2 accident. Policy shall be endorsed to waive subrogation in favor of the County of  
3 Riverside; and, if applicable, to provide a Borrowed Servant/Alternate Employer  
4 Endorsement.

5 B. Commercial General Liability

6 Commercial General Liability insurance coverage, including but not limited to, premises  
7 liability, contractual liability, completed operations, personal and advertising injury  
8 covering claims which may arise from or out of CONTRACTOR'S performance of its  
9 obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's  
10 limit of liability shall not be less than \$1,000,000 per occurrence combined single limit.  
11 If such insurance contains a general aggregate limit, it shall apply separately to this  
12 Agreement or be no less than two (2) times the occurrence limit.  
13

14 C. Vehicle Liability

15 If CONTRACTOR uses any vehicles or mobile equipment in the performance of the  
16 obligations under this Agreement, CONTRACTOR shall maintain liability insurance for  
17 all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per  
18 occurrence combined single limit. If such insurance contains a general aggregate limit, it  
19 shall apply separately to this Agreement or be no less than two (2) times the occurrence  
20 limit. Policy shall name the COUNTY as Additional Insured.  
21

22 D. Professional Liability

23 CONTRACTOR shall maintain Professional Liability Insurance providing coverage for  
24 performance of work included within this Agreement, with a limit of liability of not less  
25 than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR'S  
26  
27  
28

1 Professional Liability Insurance is written on a 'claims made' basis rather than on an  
2 'occurrence' basis, such insurance shall continue through the term of this Agreement.  
3 Upon termination of this Agreement or the expiration or cancellation of the claims made  
4 insurance policy CONTRACTOR shall purchase at his sole expense either 1) an Extended  
5 Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from  
6 a new insurer with a retroactive date back to the date of, or prior to, the inception of this  
7 Agreement; or, 3) demonstrate through Certificates of Insurance that CONTRACTOR has  
8 maintained continuous coverage with the same or original insurer. Coverage provided  
9 under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination  
10 of this Agreement.  
11

12  
13 E. General Insurance Provisions - All Lines

- 14 1. Any insurance carrier providing insurance coverage hereunder shall be admitted to  
15 the State of California and have an A.M. BEST rating of not less than an A: VIII (A:  
16 8) unless such requirements are waived, in writing, by the COUNTY Risk Manager.  
17 If the COUNTY Risk Manager waives a requirement for a particular insurer, such  
18 waiver is only valid for that specific insurer and only for one policy term.  
19  
20 2. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or  
21 self-insured retentions. If such deductibles or self-insured retentions exceed  
22 \$500,000 per occurrence, such deductibles and/or retentions shall have the prior  
23 written consent of the COUNTY Risk Manager before the commencement of  
24 operations under this Agreement. Upon notification of deductibles or self insured  
25 retentions which are deemed unacceptable to the COUNTY, at the election of the  
26 COUNTY Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or  
27  
28

1 eliminate such deductibles or self-insured retentions with respect to this Agreement  
2 with the COUNTY, or 2) procure a bond which guarantees payment of losses and  
3 related investigations, claims administration, defense costs and expenses.

- 4 3. The CONTRACTOR shall cause their insurance carrier(s) to furnish the County of  
5 Riverside with 1) a properly executed original Certificate(s) of Insurance and  
6 certified original copies of Endorsements effecting coverage as required herein; or,  
7 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide  
8 original Certified copies of policies including all Endorsements and all attachments  
9 thereto, showing such insurance is in full force and effect. Further, said Certificate(s)  
10 and policies of insurance shall contain the covenant of the insurance carrier(s) shall  
11 provide no less than thirty (30) days written notice be given to the County of  
12 Riverside prior to any material modification or cancellation of such insurance. In the  
13 event of a material modification or cancellation of coverage, this Agreement shall  
14 terminate forthwith, unless the County of Riverside receives, prior to such effective  
15 date, another properly executed original Certificate of Insurance and original copies  
16 of endorsements or certified original policies, including all endorsements and  
17 attachments thereto evidencing coverage and the insurance required herein is in full  
18 force and effect. Individual(s) authorized by the insurance carrier to do so on its  
19 behalf shall sign the original endorsements for each policy and the Certificate of  
20 Insurance. Certificates of insurance and certified original copies of Endorsements  
21 effecting coverage as required herein shall be delivered to Riverside County Mental  
22 Health Department, P.O. Box 7549, Riverside, CA 92513-7549, Contracts Division.  
23 CONTRACTOR shall not commence operations until the County of Riverside has  
24  
25  
26  
27  
28

1 been furnished original Certificate(s) of Insurance and certified original copies of  
2 endorsements or policies of insurance, including all endorsements and any and all  
3 other attachments as required in this Section.

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

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

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

## 16 XII

### 17 LIMITATION OF COUNTY LIABILITY:

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

## 22 XIII

### 23 WARRANTY AGAINST CONTINGENT FEES:

24  
25 CONTRACTOR warrants that no person or selling agency has been employed or  
26 retained to solicit or secure this Agreement upon any agreement or understanding for any  
27 commission, percentage, brokerage, or contingent fee, excepting bona fide employees or  
28

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

#### 6 XIV

#### 7 NONDISCRIMINATION:

##### 8 A. Employment

- 9  
10 1. Affirmative Action shall be taken to ensure that applicants are employed, and  
11 that employees are treated during employment, without regard to their race,  
12 religion, color, sex, national origin, age, sexual preference, or disabilities. Such  
13 affirmative action shall include, but not be limited to the following:  
14 employment, upgrading, demotion or transfer; recruitment or recruitment  
15 advertising; layoff or termination; rate of pay or other forms of compensation;  
16 and selection for training, including apprenticeship. There shall be posted in  
17 conspicuous places, available to employees and applicants for employment,  
18 notices from DIRECTOR, or his designee, and/or the United States Equal  
19 Employment Opportunity Commission setting forth the provisions of this  
20 Section.  
21  
22 2. All solicitations or advertisements for employees placed by or on behalf of  
23 CONTRACTOR shall state that all qualified applicants will receive  
24 consideration for employment without regard to race, religion, color, sex,  
25 national origin, age, sexual preference, or disabilities.  
26  
27  
28

- 1           3. Each labor union or representative of workers with which CONTRACTOR has  
2           a collective bargaining agreement or other contract or understanding must post  
3           a notice advising the labor union or worker's representative of the  
4           commitments under this Nondiscrimination Section and shall post copies of the  
5           notice in conspicuous places available to employees and applicants for  
6           employment.  
7  
8           4. In the event of noncompliance with this section or as otherwise provided by  
9           State and Federal law, this Agreement may be terminated or suspended in  
10          whole or in part and CONTRACTOR may be declared ineligible for further  
11          contracts involving State funds.  
12

13       B. Services, Benefits, and Facilities

- 14          1. CONTRACTOR certifies that CONTRACTOR and any or all of its  
15          Subcontractors shall not unlawfully discriminate in the provision of services  
16          because of race, color, creed, national origin, sex, age, or physical, sensory,  
17          cognitive, or mental disability as provided by state and federal law and in  
18          accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)];  
19          Age Discrimination Act of 1975 (42 USC 6101); Section 504 of the  
20          Rehabilitation Act of 1973 (29 USC 794) (as amended); Education  
21          Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990  
22          (42 USC 12101); Title 45, CFR, Part 84; provisions of the Fair Employment  
23          and Housing Act (Government Code Section 12900 et. Seq.) and regulations  
24          promulgated hereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division  
25          3, Article 9.5 of the Government Code commencing with Section 11135; and  
26  
27  
28

Chapter 6 of Division 4 of Title 9 of the CCR, commencing with Section 10800.

2. For the purpose of this Agreement, discrimination on the basis of race, color, creed, national origin, sex age, or physical, sensory, cognitive, or mental disability includes, but is not limited to, the following: denying an otherwise eligible individual any service or providing benefit which is different, or is provided in a different manner or at a different time, from that provided to others under this Agreement; subjecting any otherwise eligible individual to segregation or separate treatment in any matter related to the receipt of any services; restricting an otherwise eligible individual in any way in the enjoyment of any advantages or privilege enjoyed by others receiving any services or benefit; and/or treating any individual differently from others in determining whether such individual satisfied any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit.

3. CONTRACTOR shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from CONTRACTOR of a complaint with respect to any alleged discrimination in the provision of services by CONTRACTOR'S personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with CONTRACTOR'S resolution of the matter, shall be referred by CONTRACTOR to the DIRECTOR, or his authorized designee, for the purpose of presenting his or her complaint of alleged discrimination. Such

1 procedures shall also indicate that if such person is not satisfied with  
2 COUNTY'S resolution or decision with respect to the complaint of alleged  
3 discrimination, he or she may appeal the matter to the California Department  
4 of Health Care Services. CONTRACTOR will maintain a written log of  
5 complaints for a period of seven (7) years.  
6

- 7 4. CONTRACTOR will maintain a safe facility in accordance with Title 9,  
8 Division 1 of the California Code of Regulations. CONTRACTOR will store  
9 and dispense medications in compliance with all applicable State and Federal  
10 laws and regulations and COUNTY'S "Medication Guidelines," available from  
11 the COUNTY Quality Improvement- Outpatient Division.  
12
- 13 5. A completed ADA /504 Self-Evaluation (Access to Services) Plan, including a  
14 Checklist for Accessibility must be submitted as a part of the application  
15 process requirement for contracting.  
16
- 17 6. CONTRACTORS that relocate must find space that is accessible.  
18 CONTRACTORS that renovate their existing space must meet accessibility  
19 standards in order to maintain funding, certification or licensure.  
20
- 21 7. CONTRACTORS that are not currently accessible to people with disabilities  
22 must have a written and posted referral policy and plan developed in  
23 conjunction with the county mental health program administration and  
24 consumers must be provided with a copy of this policy.  
25
- 26 8. Existing facilities must provide a current written ADA/504 (Access to  
27 Services) Plan to the County at each renewal, including a current Disability  
28



1 Admission and Referral Policy developed in conjunction with the County  
2 Mental Health Administration.

3 XV

4 PERSONS WITH DISABILITIES:

5 CONTRACTOR agrees to comply with Section 504 of the Rehabilitation Act of  
6 1973, as amended (29 USC 794) and all requirements as imposed by the applicable  
7 Federal Department of Health and Human Services (DHHS) regulations (45 CFR 84), and  
8 all guidelines and interpretations issued pursuant thereto. No qualified person with a  
9 disability shall, on the basis of their disability be excluded from participation, be denied  
10 the benefits of, or otherwise be subjected to discrimination under any program, service  
11 activity or employment opportunity provided by programs licensed or certified under this  
12 Agreement.  
13

14 XVI

15 REPORTS:

- 16
- 17
- 18 A. CONTRACTOR shall participate in the COUNTY'S Management Information  
19 System (MIS) as required by the Director, or his authorized designee. CONTRACTOR  
20 shall report to the program, applicable client and staff related data regarding the  
21 CONTRACTOR'S program by the fifth (5<sup>th</sup>) working day of the following month.
- 22 B. CONTRACTOR shall provide the COUNTY with applicable reporting documentation as  
23 specified and/or required by the COUNTY, State Department of Mental Health and Federal  
24 guidelines. COUNTY may provide additional instructions on reporting requirements.
- 25 C. CONTRACTOR shall comply with the State reporting requirements pursuant to the  
26 California Code of Regulations, Title 9, section 10561. Upon the occurrence of any of  
27 the events listed hereafter, the CONTRACTOR shall make a telephonic report to the  
28 State department licensing staff (hereinafter "State") within one (1) working day. The

1 telephonic report is to be followed by a written report to the COUNTY within twenty-  
2 four (24) hours of the incident and within seven (7) days of the event to the State. If a  
3 report to local authorities exists which meets the requirements cited, a copy of such a  
4 report will suffice for the written report required by the State.

5 1. Events reported shall include:

- 6 a. Death of any resident from any cause
- 7 b. Any facility related injury of any resident which requires medical treatment
- 8 c. All cases of communicable disease reportable under Section 2502 of Title 17,  
9 California Code of Regulations shall be reported to the local health officer in  
10 addition to the State.
- 11 d. Poisonings
- 12 e. Catastrophes such as flooding, tornado, earthquake or any other natural disaster
- 13 f. Fires or explosions which occur in or on the premises

14 2. Information provided shall include the following:

- 15 a. Residents' name, age, sex, and date of admission
- 16 b. Date, time and nature of the event
- 17 c. Attending physician's name, findings and treatment, if any.
- 18 d. The items below shall be reported to the State within ten (10) working days  
19 following the occurrence.

20 (i) The organizational changes specified in Section 10531(a) of this  
21 subchapter

22 (ii) Any change in the licensee's or applicant's mailing address

23 (iii) Any change of the administrator of the facility. Such notification shall  
24 include the new administrator's name, address and qualifications.

25  
26 D. CONTRACTOR must adhere to all applicable Federal, State and County reporting  
27 requirements as mandated. The COUNTY shall provide necessary instructions and  
28

1 direction to CONTRACTOR regarding COUNTY policies and procedures for meeting  
2 requirements.

3 E. CONTRACTOR shall report client and staff data about the CONTRACTOR's program  
4 and services as required by the DIRECTOR, or its authorized designee, or by the State,  
5 regarding the CONTRACTOR's activities as they affect the duties, roles,  
6 responsibilities, and purposes contained in this Agreement, and as may be specifically  
7 referenced in Exhibit A. COUNTY shall provide CONTRACTOR with at least thirty  
8 (30) days prior written notice of any additional, required reports in this matter.  
9 COUNTY shall provide instructions on the reporting requirements as required herein.  
10

11 F. As Mental Health and/or Substance Abuse service providers and funding recipients,  
12 under the State Charitable Choice requirements, CONTRACTOR must adhere to the  
13 following:  
14

- 15 1. Ensure that CONTRACTOR provides notice to all its clients of their right to  
16 alternative services if, when and where applicable;  
17
- 18 2. Ensure that CONTRACTOR refers clients to alternative services if, when and  
19 where applicable; and
- 20 3. Fund and/or provide alternative service if, when and where applicable.

21 Alternative services are services determined by the State to be accessible,  
22 comparable, and provided within a reasonable period of time from another Mental  
23 Health and/or Substance Abuse provider (or alternative provider if, when and  
24 where applicable) to which the client has no objection.  
25  
26  
27  
28

XVII

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

The CONTRACTOR in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, Title 42 Code of Federal Regulations, Part 2, and the laws and regulations promulgated subsequent thereto. The CONTRACTOR hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this law.

XVIII

CONFIDENTIALITY:

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

A. The CONTRACTOR shall protect from unauthorized disclosure, confidential client identifying information obtained or generated in the course of providing services pursuant to this Agreement except for non-identifying statistical information. The

1 CONTRACTOR shall not use identifying information for any purpose other than  
2 carrying out the CONTRACTOR'S obligations under this Agreement.

3 B. The CONTRACTOR shall not disclose confidential client identifying information  
4 except as authorized by client, clients' legal representative or as permitted by Federal  
5 or State law, to anyone other than the COUNTY or State without prior valid  
6 authorization from the client or clients' legal representative in accordance with State  
7 and Federal laws. Any disclosures made shall be logged and the log maintained in  
8 accordance with State and Federal law.  
9

10 C. If CONTRACTOR receives any requests by subpoena, from attorneys, insurers or  
11 beneficiaries for copies of bills, CONTRACTOR will provide the COUNTY with a  
12 copy of any document released as a result of such request, and will provide the name,  
13 address and telephone number of the requesting party.  
14

15 D. For purposes of the above paragraphs, identifying information is considered to be any  
16 information that reasonably identifies an individual and their past, present, or future  
17 physical or mental health or condition. This includes, but is not limited to, any  
18 combination of the person's name, address, Social Security Number, date of birth,  
19 identifying number, symbol, or other identifying particular assigned to the individual,  
20 such as finger or voice print, or photograph.  
21

22 E. Notification of Electronic Breach or Improper Disclosure  
23

24 During the term of this Agreement, CONTRACTOR shall notify COUNTY,  
25 immediately upon discovery of any breach of Protected Health Information (PHI)  
26 and/or data where the information and/or data is reasonably believed to have been  
27 acquired by an unauthorized person. Immediate notification shall be made to the  
28

COUNTY Mental Health Compliance Officer within two (2) business days of discovery at (800) 413-9990. The CONTRACTOR shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosures as required by applicable Federal, State and or County laws and regulations. The CONTRACTOR shall investigate such breach and provide a written report of the investigation to the COUNTY Mental Health Compliance Officer, postmarked within thirty (30) working days of the discovery of the breach to the address as follows:

Attention: Mental Health Compliance Officer  
Riverside County Department of Mental Health  
P.O. Box 7549  
Riverside, CA 92513

If the security breach requires notification under Civil Code section 1789.82, CONTRACTOR agrees to assist the COUNTY in any way, in any action pertaining to such unauthorized disclosure required by applicable, Federal, State and/or County laws and regulations.

F. Safeguards

The CONTRACTOR shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information (PHI), included electronic PHI, that it creates, receives, maintains, or transmits on behalf of COUNTY; and to prevent use or disclosure of PHI other than as provided for by this Agreement. In addition, CONTRACTOR shall develop and maintain a written information privacy

1 and security program that includes administrative, technical and physical safeguards  
2 appropriate to the size and complexity of the CONTRACTOR's operations and the  
3 nature and scope of its activities. CONTRACTOR shall also provide COUNTY  
4 with a copy of information outlining such safeguards that are developed and  
5 implemented by the CONTRACTOR upon thirty (30) days written request by the  
6 COUNTY.  
7

8 G. The CONTRACTOR shall implement strong access controls and other security  
9 safeguards and precautions as noted in the following to restrict logical and physical  
10 access to confidential, personal (e.g. PHI) or sensitive data to authorized users only.  
11 The CONTRACTOR shall enforce the following administrative and technical  
12 password controls on all systems used to process or store confidential, personal, or  
13 sensitive data:  
14

15 1. Passwords must not be:

- 16 a. Shared or written down where they are accessible or recognizable by anyone  
17 else, such as taped to computer screens, stored under keyboards, or visible  
18 in a work area;  
19  
20 b. A dictionary word; and  
21  
22 c. Stored in clear text

23 2. Passwords must be:

- 24 a. Eight (8) characters or more in length  
25  
26 b. Changed every 90 days  
27  
28 c. Changed immediately if revealed or compromised

1 d. Composed of characteristics from at least three of the following four groups  
2 from the standard keyboard:

- 3 (i) Upper Case letter (A-Z);  
4 (ii) Lower case letters (a-z);  
5 (iii) Arabic numerals (0 through 9); and  
6 (iv) Non-alphanumeric characters (punctuation symbols)  
7

8 H. The CONTRACTOR shall implement the following security controls on each  
9 workstation or portable computing device (e.g., laptop computer) containing  
10 confidential, personal, or sensitive data:

- 11 1. Network-based firewall and/or personal firewall;  
12 2. Continuously updated anti-virus software; and  
13 3. Patch management process including installation of all operating  
14 system/software vendor security patches.  
15

16 I. The CONTRACTOR shall utilize a commercial encryption solution that has  
17 received FIPS 140 -2 validation to encrypt all confidential, personal, or sensitive  
18 data stored on portable electronic media (including, but not limited to, CDs and  
19 thumb drives) and on portable computing devices (including, but not limited to,  
20 laptop and notebook computers). The CONTRACTOR shall not transmit  
21 confidential, personal, or sensitive data via-e-mail or other internet transport  
22 protocol unless the data is encrypted by a solution that has been validated by the  
23 National Institute of Standards and Technology (NIST) as conforming to the  
24 Advanced Encryption Standard (AES) Algorithm or Triple DES.  
25

- 26 1. Mitigation of Harmful Effects  
27  
28



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

5 2. Employee Training and Discipline

6 The CONTRACTOR shall train and use reasonable measures to ensure  
7 compliance with the requirements of these Provisions by employees who assist  
8 in the performance of functions or activities on behalf of COUNTY under this  
9 Agreement and use or disclose PHI; and discipline such employees who  
10 intentionally violate any of these Provisions, including termination of  
11 employment.  
12

13 3. Disclaimer

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

22 4. Interpretation

23 The terms and conditions in these Provisions shall be interpreted as broadly as  
24 necessary to implement and comply with HIPAA, the HIPAA regulations and  
25 applicable State laws. The parties agree that any ambiguity in the terms and  
26  
27  
28

1 conditions of these Provisions shall be resolved in favor of a meaning that  
2 complies and is consistent with HIPAA and the HIPAA regulations.

3 CONTRACTOR shall require all its officers, employees, associates, and agents  
4 providing services hereunder to acknowledge, in writing, understanding of and  
5 agreement to comply with all confidentiality provisions as set forth in this  
6 Agreement.  
7

8 J. For the purposes of the above paragraphs, identifying information is considered to be  
9 any information that reasonably identifies an individual in their past, present, or  
10 future physical or mental condition. This includes, but is not limited to, any  
11 combination of the person's first and last name, address, Social Security Number,  
12 date of birth, identifying number, symbol, or other identifying particulars assigned to  
13 the individual, such as finger or voice print, or photograph.  
14

15 XIX

16 RECORDS/INFORMATION AND RECORD RETENTION:

17 All records shall be available for inspection by the designated auditors of COUNTY, State  
18 Department of Justice, State Department of Health Care Services, U.S. Department of  
19 Health and Human Services and the U.S Office of the Inspector General at reasonable  
20 times during normal business hours. Records include, but are not limited to all physical  
21 and electronic records originated or prepared pursuant to the performance under this  
22 Agreement including, but not limited to, working papers, reports, financial records or  
23 books of account, medical records, prescription files, subcontracts, any and other  
24 documentation pertaining to medical and non-medical services for clients. Upon request,  
25 at any time during the period of this Agreement, the CONTRACTOR will furnish any  
26  
27  
28

1 such record or copy thereof, to the COUNTY. CONTRACTOR shall be subject to the  
2 examination and audit of the Office of the Inspector General for a period of three (3) years  
3 after final payment under the Agreement.

4 A. Medical Records

5 CONTRACTOR shall adhere to the licensing authority, the State Department of  
6 Social Services, the State Department of Health Care Services and Medi-Cal  
7 documentation standards, as applicable. CONTRACTOR shall maintain adequate  
8 medical records on each individual patient which includes at a minimum, a client care  
9 plan, diagnostic procedures, evaluation studies, problems to be addressed,  
10 medications provided, and records of service provided by the various personnel in  
11 sufficient detail to make possible an evaluation of services, including records of  
12 patient interviews and progress notes.  
13

14 B. Financial Records

15 CONTRACTOR shall maintain complete financial records that clearly reflect the cost  
16 of each type of service for which payment is claimed. Any apportionment of costs  
17 shall be made in accordance with generally accepted accounting principles and shall  
18 evidence proper audit trails reflecting the true cost of the services rendered.  
19 Allowable costs shall be those costs defined in Centers for Medicare and Medicaid  
20 Services Manual (CMS 15-1). Statistical data shall be kept and reports made as  
21 required by the DIRECTOR, or his designee, and the State of California. All such  
22 records shall be available for inspection by the designated auditors of COUNTY or  
23 State at reasonable times during normal business hours.  
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25  
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28

1 C. Financial Record Retention

2 Appropriate financial records shall be maintained and retained by CONTRACTOR  
3 for at least five (5) years or, in the event of an audit exception and appeal, until the  
4 audit finding is resolved, whichever is later.

5 D. Patient/Client Record Retention

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

12 E. Shared Records/Information

13 CONTRACTOR and COUNTY shall maintain a reciprocal shared record and  
14 information policy, which allows for sharing of client records and information  
15 between CONTRACTOR and COUNTY. Either COUNTY or CONTRACTOR  
16 shall not release these client records or information to a third party without a valid  
17 authorization.  
18

19 F. Client Records

20 COUNTY is the owner of all patient care/client records. In the event that the  
21 Agreement is terminated, the CONTRACTOR is required to prepare and box the  
22 client medical records so that they can be archived by the COUNTY, according to  
23 the procedures developed by the COUNTY. The COUNTY is responsible for taking  
24 possession of the records and storing them according to regulatory requirements. The  
25 COUNTY is required to provide the CONTRACTOR with a copy of any medical  
26  
27  
28

1 record that is requested by the CONTRACTOR, as required by regulations, at no  
2 cost to the CONTRACTOR, and in a timely manner.

3 G. Records Inspection

4 All records shall be available for inspection by all applicable and designated Federal,  
5 State, and COUNTY auditors during normal business hours. Records shall include,  
6 but are not limited to, all physical and electronic records originated or prepared  
7 pursuant to the performance under this Agreement; including, but not limited to,  
8 working papers, reports, financial records or books of account, medical records,  
9 prescription files, subcontracts, any and other documentation pertaining to medical  
10 and non-medical services for clients. Upon request, at any time during the period of  
11 this Agreement, the CONTRACTOR will furnish any such records or copies thereof,  
12 to the applicable Federal, State and COUNTY auditors. CONTRACTOR shall be  
13 subject to the examination and audit of the Office of the Inspector General for a  
14 period of no less than five (5) years pertaining to individuals over the age of eighteen  
15 (18) years of age related documentation; and no more than ten (10) years pertaining  
16 to minor related documentation after final payment under Agreement.

17 XX

18 STAFFING:

19 CONTRACTOR shall comply with the staffing expectations as required by state  
20 licensing requirements and as may be additionally described in Exhibit A. Such personnel  
21 shall be qualified, holding appropriate license(s)/certificate(s) for the services provided in  
22 accordance with the WIC Section 5751.2, the requirements set forth in Title 9 of the  
23 California Code of Regulations (CCR), the Business and Professions Code, State  
24

1 Department of Health Care Services policy letters, and any amendments thereto.  
2 CONTRACTOR shall maintain specific job descriptions/duty statements for each position  
3 describing the assigned duties, reporting relationship, and shall provide sufficient detail to  
4 serve as the basis for an annual performance evaluation. Furthermore, CONTRACTOR  
5 acknowledges all its officers; employees, associates, and agents providing services  
6 hereunder are eligible for reimbursement for said services by their exclusion from the  
7 Federal "List of Excluded Parties" registry.  
8

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

- 11 1. A list of persons by name, title, and professional degree, including, but not limited  
12 to, licensing, experience, credentials, Cardiopulmonary Resuscitation (CPR)  
13 Training, First Aid training, languages spoken, Race/Ethnicity with an option to  
14 select "Prefer Not to Say" and/or certification and experience of persons providing  
15 services hereunder, and any other information deemed necessary by the  
16 DIRECTOR or designee. All certifications should comply with applicable  
17 California Health and Safety Code of Regulations.  
18  
19
- 20 2. Previously established and/or updated Personnel policies and procedures;
- 21 3. Updated personnel file for each staff member (including subcontractors, as  
22 approved by COUNTY and volunteers) that includes at minimum the following:
  - 23 a. Resume, employment application, proof of current licensure, all applicable  
24 employment related certifications, registration;
  - 25 b. List of all applicable trainings during time of employment to present;
  - 26 c. Annual Job performance evaluation; and
  - 27
  - 28

1           d. Personnel action document for each change in status of the employee.

2       B. During the term of this Agreement, CONTRACTOR with fifteen (15) or more  
3       employees will designate a Disability Access Coordinator. The Access Coordinator is  
4       responsible for the development and implementation of the program's ADA/ 504 Self-  
5       Evaluation Plan and Annual Updates.

6  
7       C. CONTRACTOR shall institute and maintain an in-service training program of  
8       treatment review and case conferences and/or prevention strategies as appropriate, in  
9       which professional and other appropriate personnel shall participate.

10      D. The CONTRACTOR recognizes the importance of child and family support  
11      obligations and shall fully comply with all applicable State and Federal laws relating  
12      to child and family support enforcement, including, but not limited to, disclosure of  
13      information and compliance with earnings assignment orders, as provided in Chapter  
14      8, commencing with Section 5200, of Part 5 of Division 9 of the Family Code.

15  
16      E. CONTRACTOR shall establish and disseminate written policies for all employees  
17      that include detailed information about the False Claims Act and the other provisions  
18      named in Section 1902(a)(68)(A). Included in these written policies shall be  
19      detailed information about CONTRACTOR'S policies and procedures for detecting  
20      and preventing fraud, waste, and abuse in federal, state and local health care  
21      programs. CONTRACTOR shall also include in any employee handbook a specific  
22      discussion of the laws described in the written policies, the rights of employees to be  
23      protected as whistleblowers, and a specific discussion of CONTRACTOR'S policies  
24      and procedures for detecting and preventing fraud, waste and abuse.  
25  
26  
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28

- 1 F. CONTRACTOR shall follow all Federal, State and County policies, laws and  
2 regulations regarding Staffing and/or Employee compensation. CONTRACTOR  
3 shall not pay or compensate any of its Staff, Personnel or Employees by means of  
4 cash. All payments or compensation made to CONTRACTOR Staff, Personnel  
5 and/or Employees in association with the fulfillment of this Agreement shall be  
6 made by means of Staff, Personnel and/or Employee Certified Payroll only.
- 7
- 8 G. CONTRACTOR is responsible for notifying the COUNTY of all changes to indirect  
9 and direct personnel service providers that will have an impact on its Electronic  
10 Management of Records (ELMR) system. These changes include, but are not  
11 limited to, adding new personnel, modifying existing personnel, or terminating  
12 personnel. CONTRACTOR is responsible for completing the attached Computer  
13 Account Request Form (CARF)-BOILERPLATE-ATTACHMENT A, when such  
14 changes occur and will have an impact on ELMR data entry or system access, and  
15 shall submit, via email, the completed CARF form to its designated COUNTY  
16 Program Analyst for review and approval. The COUNTY designated Program  
17 Analyst will then review CARF for accuracy and will then submit CARF to the  
18 COUNTY'S Information Technology (I.T.) staff for processing. The COUNTY'S  
19 designated Program Analyst will communicate with the CONTRACTOR, via email,  
20 with confirmation of submission for processing, and a COUNTY I.T. or ELMR  
21 personnel will contact the CONTRACTOR direct, via telephone, to confirm receipt  
22 of the CARF and provide confirmation that computer access has been granted or  
23 changed as requested by the CONTRACTOR.  
24  
25  
26  
27  
28



1 H. CONTRACTOR shall be responsible for checking, on a quarterly basis, the Office of  
2 the Inspector General (OIG) website (<http://www.oig.hhs.gov>) to validate that none  
3 of CONTRACTOR'S staff are on the OIG or Medi-Cal list of excluded individuals  
4 to provide direct services to COUNTY clients. CONTRACTOR shall notify, in  
5 writing within thirty (30) calendar days, if and when any CONTRACTOR'S  
6 personnel are found listed on this site and what action has been taken to remedy the  
7 matter.  
8

9 I. CONTRACTOR is responsible for ensuring that any of its staff members or personnel  
10 in which they employ is licensed or certified to practice, and is in possession of a  
11 valid, current license or certificate to practice or to provide mental health or other  
12 required services, to COUNTY consumers. CONTRACTORS who receive Medi-Cal  
13 funds are required to validate that their staff are not on either the OIG Exclusion List  
14 at the website <http://exclusions.oig.hhs.gov/search.aspx> and the Medi-Cal List of  
15 Suspended or Ineligible Providers list at <http://www.medi-cal.ca.gov>. In addition,  
16 CONTRACTORS providing Medi-Cal billable services must have, and provide in  
17 writing to COUNTY, pursuant to Section XXXI, NOTICES, of this Agreement, a  
18 valid rendering site and/or individual provider NPI and taxonomy code that  
19 corresponds with the work they are performing. Any updates or changes must be  
20 made by the CONTRACTOR to the National Plan & Provider Enumeration System  
21 (NPPES) within thirty (30) days. CONTRACTOR may establish their own  
22 procedures to ensure adherence to these requirements.  
23  
24  
25  
26  
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28

CULTURAL COMPETENCY

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

1. CONTRACTOR shall demonstrate program access; linguistically appropriate and timely mental health service delivery; staff training; and organizational policies and procedures related to the treatment of culturally diverse populations. CONTRACTOR shall perform specific outcome studies, on-site reviews and written reports to be made available to the COUNTY upon request.

- 1 2. CONTRACTOR shall provide services that are non-discriminatory and that  
2 meet the individual needs of the multi-cultural beneficiaries to be served.  
3 CONTRACTOR shall ensure that high quality accessible mental health care  
4 includes:
- 5 a. Clinical care and therapeutic interventions which are linguistically and  
6 culturally appropriate; including, at a minimum, admission, discharge,  
7 and medication consent forms available in Spanish.  
8
  - 9 b. Have a comprehensive management strategy to address culturally and  
10 linguistically appropriate services, including strategic goals, plans,  
11 policies, procedures and designated staff responsible for implementation.  
12
  - 13 c. Medically appropriate interventions, which acknowledge specific cultural  
14 influences.  
15
  - 16 d. Provision and utilization of qualified interpreters within twenty-four (24)  
17 hours of identified need.  
18
  - 19 e. Screening and certification of interpreters as specified in subparagraph 3  
20 a below.  
21
  - 22 f. Training to mental health providers in building the cultural knowledge  
23 and skill required to provide culturally appropriate treatment of client  
24 population served.  
25
  - 26 g. Develop and implement a strategy to recruit, retain and promote  
27 qualified, diverse and culturally competent administrative, clinical and  
28 support staff that are trained and qualified.

- 1 h. Client related information translated into the various languages of the  
2 diverse populations served.
- 3 i. Provide oral and written notices, including translated signage at key  
4 points of contact, to clients in their primary language informing them of  
5 their right to receive no-cost interpreter services.
- 6
- 7 3. CONTRACTOR shall make available bilingual professional staff or qualified  
8 interpreter to ensure adequate communication between clients and mental  
9 health staff. Any individual with limited English language capability or other  
10 communicative barriers shall have equal access to mental health services.
- 11
- 12 a. A qualified interpreter is defined as someone who is fluent in English and  
13 in the necessary second language, who can accurately speak, read and  
14 readily interpret the necessary second language and/or accurately sign and  
15 read sign language. A qualified interpreter must be able to translate in  
16 linguistically appropriate mental health terminology necessary to convey  
17 information such as symptoms or instructions to the client in both  
18 languages.
- 19
- 20 b. A fluently bilingual person, who is not trained in the provision of mental  
21 health services, must complete training prior to providing services, which  
22 covers terms and concepts associated with mental health medications, and  
23 cultural beliefs and practices which may influence the client's mental  
24 health condition.
- 25
- 26 4. CONTRACTOR agrees to comply with the COUNTY'S Cultural Competency  
27 Plan as set forth in the Board of Supervisors approved Cultural Competency  
28

1 Plan. The Cultural Competency Plan may be obtained from the COUNTY'S  
2 website at <http://www.rcdmh.org> or by contacting the COUNTY'S Cultural  
3 Competency Manager or designee upon written request via certified mail or  
4 facsimile to:

5 Riverside County Department of Mental Health Cultural Competency Program

6 P.O. Box 7549

7  
8 Riverside, California 92513

9 Attention: Cultural Competency Manager

10 Fax: 951-358-4792

- 11 5. CONTRACTOR agrees to meet with COUNTY'S Cultural Competency  
12 Program Manager, as needed by the CONTRACTOR and as coordinated by  
13 the COUNTY, to determine and implement cultural competency activities that  
14 shall include, but is not limited to, compliance with the cultural competency  
15 requirements outlined in Section XXI of this Agreement.
- 16 6. COUNTY will provide technical assistance to CONTRACTOR in the areas of  
17 cultural competency as needed and requested by CONTRACTOR.
- 18 7. CONTRACTOR will be responsible for participating in cultural competency  
19 trainings as required by the COUNTY'S Cultural Competency Plan. The  
20 following is a partial list of annual cultural competency trainings and topics  
21 that may be available through the COUNTY to assist CONTRACTORS with  
22 meeting training requirements, though capacity will be limited: Cultural  
23 Formulation; Multicultural Knowledge; Cultural Sensitivity; Cultural  
24 Awareness; Social/Cultural Diversity; Mental Health Interpreter Training;

Training Staff in the use of Mental Health Interpreters; Training in the Use of Interpreters in the Mental Health Setting. In order to attend the COUNTY offered trainings, CONTRACTOR must contact the Cultural Competency Manager at the contact information location in subparagraph 4 of paragraph A. in Section XXI, CULTURAL COMPENTENCY.

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

Name of Training Event	Description of Training	How long and how often attended	Attendance by Service Function	No. of Attendees and Total	Date of Training	Name of Presenter
<b>Example:</b> 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

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

9. CONTRACTOR is responsible for notifying the COUNTY Cultural Competency Program Manager in writing if the June 30<sup>th</sup> deadline can not be met.

CONTRACTOR will be responsible for requesting an extension from the COUNTY'S Cultural Competency Program Manager. All requests for extensions must be put in writing and mailed or faxed to the COUNTY'S Cultural Competency Program Manager at the contact information listed herein.

1 XXII

2 INFORMING MATERIALS:

3 CONTRACTOR shall provide all clients with a Notice of Privacy Practices  
4 information brochure or pamphlet during the time of the client's first visit. The  
5 CONTRACTOR is subsequently responsible for issuing the Notice of Privacy Practices  
6 (NPP) information brochure or pamphlet to all clients every three (3) years at a minimum  
7 and/or every time the Notice of Privacy Practices information is updated and/or changed.  
8 Also, the CONTRACTOR is responsible for having the client or consumer sign,  
9 acknowledging receipt of the NPP information, and CONTRACTOR must keep client or  
10 consumer signed acknowledgement on file every three (3) years upon receipt from client or  
11 consumer.

12 XXIII

13 CONFLICT OF INTEREST:

14 CONTRACTOR shall employ no COUNTY employee whose position in COUNTY  
15 enables him to influence the award of this Agreement or any competing Agreement, and  
16 no spouse or economic dependent of such employee in any capacity herein, or in any other  
17 direct or indirect financial interest in this Agreement.

18 XXIV

19 PATIENTS' RIGHTS:

20 Patients' rights shall be observed by CONTRACTOR as provided in the Health and Safety  
21 Code, Sections 11760 through 1184 and Title 9 and Title 22 of the California Code of  
22 Regulations (CCR). COUNTY Patients' Rights Advocates will be given access to clients,  
23 clients' records, and facility personnel to monitor the CONTRACTOR'S compliance with  
24 said statutes and regulations.  
25  
26  
27  
28

XXV

WAIVER OF PERFORMANCE:

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

XXVI

DRUG-FREE WORKPLACE CERTIFICATION:

If State funds are utilized to fund this Agreement as specified in Schedule I, the following Drug-Free Workplace requirements shall apply. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace doing all of the following.

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of controlled substances is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355 (a) to inform employees about all of the following:
  1. The dangers of substance abuse in the workplace.
  2. The CONTRACTORS policy of maintaining a drug-free workplace.
  3. Any available counseling, rehabilitation, and employee assistance programs.
  4. Penalties that may be imposed upon employees for substance abuse violations.



1 C. Provide as required by Government Code Section 8355 (a) that every employee who  
2 works on the proposed 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

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

- 11 1. The CONTRACTOR has made a false certification or,  
12 2. Violates the certification by failing to carry out the requirements as noted above.  
13

14 XXVII

15 TERMINATION PROVISIONS:

- 16 A. Either party may terminate this Agreement without cause, upon thirty (30) days  
17 written notice served upon the other party.  
18 B. Termination does not release CONTRACTOR from the responsibility of securing  
19 Protected Health Information (PHI) data.  
20 C. The COUNTY may terminate this Agreement upon thirty (30) days written notice  
21 served upon the CONTRACTOR if sufficient funds are not available for  
22 continuation of services.  
23 D. The COUNTY reserves the right to terminate the Agreement without warning at the  
24 discretion of the Director or designee, when CONTRACTOR has been accused  
25 and/or found to be in violation of any County, State, or Federal laws and regulations.  
26  
27  
28

1 E. The COUNTY may terminate this Agreement immediately due to a change in  
2 status, delegation, assignment or alteration of the Agreement not consented to by  
3 COUNTY.

4 F. The COUNTY may terminate this Agreement immediately if, in the opinion of the  
5 Director of Mental Health, CONTRACTOR fails to provide for the health and safety  
6 of patients served under this Agreement. In the event of such termination, the  
7 COUNTY may proceed with the work in any manner deemed proper to the  
8 COUNTY.  
9

10 G. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY  
11 may take one or more of the following actions as appropriate:  
12

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

20 H. After receipt of the Notice of Termination, pursuant to Paragraphs A, B, C, D, E, or  
21 F above, or the CONTRACTOR is notified that the Agreement will not be extended  
22 beyond the termination date as specified in Section II, PERIOD OF  
23 PERFORMANCE, CONTRACTOR shall:  
24

- 25 1. Stop all services under this Agreement on the date, and to the extent specified,  
26 in the Notice of Termination;  
27  
28

- 1 2. Continue to provide the same level of care as previously required under the  
2 terms of this Agreement until the date of termination;
- 3 3. If clients are to be transferred to another facility for services, furnish to  
4 COUNTY, upon request, all client information and documents deemed  
5 necessary by COUNTY to affect an orderly transfer;
- 6  
7 4. If appropriate, assist COUNTY in effecting the transfer of clients in a manner  
8 consistent with the best interest of the clients' welfare;
- 9 5. Cancel outstanding commitments covering the procurement of materials,  
10 supplies, equipment and miscellaneous items. In addition, CONTRACTOR  
11 shall exercise all reasonable diligence to accomplish the cancellation of  
12 outstanding commitments required by this Agreement, which relate to personal  
13 services. With respect to these canceled commitments, the CONTRACTOR  
14 agrees to provide a written plan to Director (or his designee within thirty (30)  
15 days for settlement of all outstanding liabilities and all claims arising out of  
16 such cancellation of commitments. Such plan shall be subject to the approval  
17 or ratification of the COUNTY, which approval or ratification shall be final for  
18 all purposes of this clause;
- 19  
20 6. Transfer to COUNTY and deliver in the manner, at the times, and to the  
21 extent, if any, as directed by COUNTY, any equipment which, if the  
22 Agreement had been completed, would have been required to be furnished to  
23 COUNTY; and
- 24  
25 7. Take such action as may be necessary, or as COUNTY may direct, for the  
26 protection and preservation of the equipment related to this Agreement which  
27  
28

1 is in the possession of CONTRACTOR and in which COUNTY has or may  
2 acquire an interest;

3 8. COUNTY shall continue to pay CONTRACTOR at the same rate as  
4 previously allowed until the date of termination, as determined by the Notice  
5 of Termination.

6  
7 I. The CONTRACTOR shall submit a termination claim to COUNTY promptly after  
8 receipt of a Notice of Termination, or on expiration of this Agreement as specified in  
9 Section II, PERIOD OF PERFORMANCE, but in no event, later than thirty-two  
10 (32) days from the effective date thereof, unless an extension, in writing, is granted  
11 by the COUNTY.

12  
13 J. In instances where the CONTRACTOR'S Agreement is terminated and/or allowed  
14 to expire by the COUNTY and not renewed for a subsequent fiscal year, COUNTY  
15 reserves the right to enter into settlement talks with the CONTRACTOR in order to  
16 resolve any remaining and/or outstanding contractual issues, including but not  
17 limited to, financials, services, billing, cost report, etc. In such instances of  
18 settlement and/or litigation, CONTRACTOR will be solely responsible for  
19 associated costs for their organizations' legal process pertaining to these matters  
20 including, but not limited to, legal fees, documentation copies, and legal  
21 representatives. CONTRACTOR further understands that if settlement agreements  
22 are entered into in association with this Agreement, the COUNTY reserves the right  
23 to collect interest on any outstanding amount that is owed by the CONTRACTOR  
24 back to the COUNTY at a rate of no less than 5% of the balance.  
25  
26  
27  
28

1 K. The rights and remedies of COUNTY provided in this section shall not be exclusive  
2 and are in addition to any other rights and remedies provided by law or under this  
3 Agreement.

4 XXVIII

5 DISPUTE:

6  
7 In the event of a dispute between a designee of the DIRECTOR and the  
8 CONTRACTOR over the execution of the terms of this Agreement, the quality of patient  
9 services being rendered, and/or the withholding of CONTRACTOR'S payments due to  
10 instances such as material non-compliance or audit disallowances or both, the  
11 CONTRACTOR may file a written protest with the appropriate Program/Regional  
12 Administrator of the COUNTY. CONTRACTOR shall continue with the responsibilities  
13 under this Agreement during any dispute. The Program/Regional Administrator shall  
14 respond to the CONTRACTOR in writing within ten (10) working days. If the  
15 CONTRACTOR is dissatisfied with the Program/Regional Administrator's response, the  
16 CONTRACTOR may file successive written protests up through the Department of  
17 Mental Health's administrative levels of Assistant Director, and (finally) DIRECTOR.  
18 Each administrative level shall have twenty (20) working days to respond in writing to the  
19 CONTRACTOR. The DIRECTOR will have the final authority to rescind, modify or  
20 uphold the finding/decision.  
21  
22

23 XXIX

24 SEVERABILITY:

25  
26 If any provision of this Agreement or application thereof to any person or  
27 circumstances shall be declared invalid by a court of competent jurisdiction, or is in  
28

1 contravention of any Federal, State, or County statute, ordinance, or regulation, the  
2 remaining provisions of this Agreement or the application thereof shall not be invalidated  
3 thereby and shall remain in full force and effect, and to that extent the provisions of this  
4 Agreement are declared severable.

5 XXX

6  
7 VENUE:

8 This Agreement shall be construed and interpreted according to the laws of the State  
9 of California. Any action at law or in equity brought by either of the parties hereto for the  
10 purpose of enforcing a right or rights provided by this Agreement shall be tried in a court of  
11 competent jurisdiction in the County of Riverside and the parties hereby waive all provisions  
12 of law providing for a change of venue in such proceedings in any other COUNTY.

13  
14 XXXI

15 NOTICES:

16 All correspondence and notices required or contemplated by this Agreement shall be  
17 delivered to the respective parties at the addresses set forth below and are deemed  
18 submitted one day after their deposit in the United States mail, postage prepaid:  
19  
20  
21  
22  
23  
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26  
27  
28

CONTRACTOR:

ATHENA COUNSELING CENTER  
P.O. Box 7629  
Moreno Valley, CA 92552

COUNTY:

RIVERSIDE COUNTY  
BOARD OF SUPERVISORS  
4080 LEMON STREET  
RIVERSIDE, CA 92501

INFORMATIONAL COPY TO:

RIVERSIDE COUNTY  
DEPARTMENT OF MENTAL HEALTH  
P.O. BOX 7549  
RIVERSIDE, CA 92513-7549  
ATTENTION: PROGRAM SUPPORT

XXXII

MEETINGS:

As a condition of this Agreement, CONTRACTOR shall agree to attend the mandatory all provider meeting as scheduled by the County Program Administrator/Manager or Designee. Appropriate level of CONTRACTOR'S staff to attend this meeting shall be at Program Director level or above. Critical information and data is disseminated at these meetings and will not be provided at any other time.

**EXHIBIT A**  
**SCOPE OF WORK**

**CONTRACTOR NAME:** ATHENA COUNSELING CENTER  
**PROGRAM NAME:** Managed Care  
**DEPARTMENT ID:** 4100208094-83950-530260  
4100208094-84000-530180

**A. SERVICES TO BE PROVIDED:**

CONTRACTOR shall provide mental health and/or medication support services within the scope of practice of his/her profession. All services, and the time spent in the rendering of the services, shall be reported to COUNTY in accordance with the Provider Manual, which will be provided to the CONTRACTOR by the COUNTY upon execution of this Agreement. As needed, CONTRACTOR will provide referrals for medication evaluations to providers identified and authorized by the COUNTY. CONTRACTOR shall adhere to Title XIX of the Social Security Act and conform to all other applicable Federal and State statutes and regulations.

**B. DELIVERY OF SERVICES**

CONTRACTOR shall establish timely appointments for routine Mental Health services within fourteen (14) days of the service authorization request.

CONTRACTOR must notify the COUNTY in writing if CONTRACTOR is unable to schedule services for the client within fourteen (14) days of authorization.

**C. VERIFICATION OF MEDI-CAL COVERAGE**

CONTRACTOR shall verify Medi-Cal eligibility for all services provided to COUNTY clients under this Agreement herein.

**D. SERVICE DELIVERY SITE(S) AND AVAILABILITY:**

CONTRACTOR shall offer services in Medi-Cal certified sites in Moreno Valley and any other sites as agreed to by COUNTY. As much as staff safety permits and in accordance with Short-Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case Management, CONTRACTOR may also offer services in



1 patients'/clients' homes or on school sites. CONTRACTOR shall respond to  
2 CONSUMER contact within one (1) business day.

3 E. TARGET GROUP TO BE SERVED:

4 Persons to be served under this Agreement shall include EPSDT, RCHC, and Medi-  
5 Cal eligible emotionally disturbed minors and adults who meet medical necessity  
6 criteria of Specialty Mental Health services as defined in the Provider Manual.

7 F. REFERRALS:

8 All services provided under this Agreement shall be authorized by the COUNTY and  
9 be limited to persons referred by COUNTY. Exceptions to this requirement may be  
10 authorized by COUNTY'S Contract Monitor and CONTRACTOR by written mutual  
11 agreement subject to the final approval of the DIRECTOR.

12 G. ADMISSION POLICIES:

13 CONTRACTOR certifies that its admission policies are in writing and made available  
14 to the public in accordance with Section 526, Title 9 of the California Code of  
15 Regulations.

16 H. ASSESSMENT:

17 From time to time, the COUNTY Department of Mental Health may require that a  
18 consumer be reassessed by a second provider to ensure appropriate treatment  
19 planning and outcome. Upon request of COUNTY, the CONTRACTOR will  
20 cooperate with facilitating their client's referral for reassessment.

21 I. STAFFING:

22 CONTRACTOR certifies that all personnel are qualified and hold an appropriate  
23 license in accordance with Welfare and Institutions Code Section 5600.2 and all other  
24 applicable requirements of Code, and State policy letters. During the term of this  
25 Agreement, CONTRACTOR shall have available and shall provide upon request to  
26 authorized representatives of COUNTY a list of persons by title, professional degree  
27 and experience who are providing services hereunder. Credentialing or proof of  
28 credentialing will be required from the CONTRACTOR for all clinicians of a Group  
Provider or Organizational Provider. A copy of each clinician's credentialing will be  
sent to the COUNTY before services are rendered. The number and classification of

1 personnel in a CONTRACTOR'S site of service shall reflect the understandings  
2 reached during the negotiation of this agreement and reasonable workload standards.

3 J. MEETINGS:

4 CONTRACTOR and COUNTY'S Contract Monitor shall meet at least once a year to  
5 review and discuss the performance and obligations under this Agreement of each  
6 party thereto. The Contract Monitor shall be responsible for preparing and submitting  
7 to CONTRACTOR a written report of each meeting no later than ten (10) working  
8 days after the meeting date. The report shall include, but not be limited to, the  
9 identification of issues, actions taken or to be taken, and any recommendations for  
10 programmatic or fiscal changes.

11 K. PROGRAM MONITORING:

12 The Department of Mental Health will utilize the "Program Monitoring Team  
13 Manual" (PMT) as a tool to monitor the services provided by this CONTRACTOR as  
14 stipulated in the Agreement. The monitoring can include all clinical, fiscal, and  
15 administrative components, including compliance with COUNTY'S "Medication  
16 Guidelines" and "Psychotropic Medication Protocols for Children and Adolescents"  
17 publications.  
18  
19  
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**EXHIBIT B - MENTAL HEALTH  
LAWS, REGULATIONS AND POLICIES**

**CONTRACTOR NAME:** ATHENA COUNSELING CENTER  
**PROGRAM NAME:** Managed Care  
**DEPARTMENT ID:** 4100208094-83950-530260  
4100208094-84000-530180

Services shall be provided in accordance with policies and procedures as developed by COUNTY and those Federal and State laws, regulations and policies which are applicable to the terms of this AGREEMENT, including but 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)

Riverside County Mental Health Plan

Riverside County Mental Health Plan Provider Manual

Government Code 7550 (Reports)

Welfare and Institutions Code 5814(b) (Information and Reporting)

California Code of Regulations Title 9 Section 640 (Records)

42 Code of Federal Regulation 1320d et seq (Data Handling)

Welfare and Institutions Code 5608 (Program Monitoring)

Welfare and Institutions Code 5751.2 (Staffing)

HIPAA 1996: Public Law 104-91

<http://mentalhealth.co.riverside.ca.us>

1  
2 Adult System of Care

3 California Welfare and Institutions Code Sections 5689 et seq.

4 Case Management/Service Regulations

5 California Code of Regulations, Title 9, Division 1, Chapters 2, 3, 4, 4.5, 9, 11, 12  
6 (Rehabilitative and Developmental Services)  
7

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

9 Welfare and Institutions Code 5678-79

10 Welfare and Institutions Code 5687 (Maintenance of Effort)

11 42 Code of Federal Regulations 438.608 (Program Integrity Requirements)

12 California Welfare & Institutions Code Sections 5600.4 and 5699.4

13  
14 Charges and Billing (Financial Regulations)

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

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

18 Government Code 8546.7 (Audits)

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

20 Centers for Medicare and Medicaid Services Manual

21  
22 Child Abuse Reporting/Child Support

23 California Penal Code Sections 11164 – 11174.4 et seq.

24 Family Code, Section 5200 (Child Support)

25  
26 Children System of Care

27 California Welfare and Institutions Code Section 5880 (Children System of Care)  
28

1     Community Care Facilities

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

4     Community Residential Treatment Program

5     California Welfare & Institutions Code Sections 5150 to 5152, 5600.2 to 5600.9 and  
6     5699 to 5672 (Community Treatment)

7     California Welfare & Institutions Code Section 5670 et seq.

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

9     Confidentiality

10    California Welfare & Institutions Code Section 5328 - 5330

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

12    42 CFR 431.300

13    45 CFR Parts 160 and 164 (Standards for Privacy of Individually Identifiable Health  
14    Information)

15    45 CFR 205.50

16    Elderly and Dependent Adult Abuse Reporting

17    California Welfare & Institutions Code Sections 15600 et seq.

18    Health Care Facilities

19    California Code of Regulations, Title 22, Division 5 (Social Security, Licensing and  
20    Certification of Health Facilities, Home Health Agencies, Clinics, and Referral Agencies)  
21    Occupational Safety and Health Administration (OHSA) and Cal OHSA

22    Homeless Mentally Disabled

23    McKinney-Vento Homeless Assistance Act, 42 USC 11411 (Homeless Services)

24    California Welfare & Institutions Code Section 5680 et seq.

Life Support

California Welfare & Institutions Code Section 4075 to 4078

DMH Letter 03-04 (Health Care Facility Rates)

DMH Letter 86-01 (Life Support Supplemental Rate)

Medication Protocol

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

Riverside County Mental Health "Medication Guidelines" Publication

Minors in Health Care Facilities

California Welfare & Institutions Code Section 5751.7

Negotiated Net Amount and Negotiated Net Agreements

California Welfare and Institutions Code Sections 5705 and 5716

Non Discrimination

Americans with Disabilities Act of 1990 (42 U.S.C. Section 12111 et seq.)

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

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

Section 504 of the Rehabilitation Act of 1973, 29 USC 794 (Non-Discrimination)

Patients Rights

California Welfare & Institutions Code Sections 5325 et seq.

California Code of Regulations, Title 22, Section 70707

Policies

California Code of Regulations, Title 9, Section 1810.226 (State Department of Mental Health Plan)

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

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

2 County and Departmental policies, as applicable to this Agreement

3 CRF, Title 42, Section 438.214 (a-e) Credentialing, re-credentialing requirements.

4 CRF, Title 42, Section 438.10 (f) (5) 15 days termination notice to beneficiaries.

5 CRF, Title 42, Section 438.608 Program integrity requirements

6  
7 Quality Assurance

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

9 Short-Doyle/Medi-Cal

10 California Code of Regulations, Title 22, Division 3

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

13 Welfare and Institutions Code 5250 (Hearing Procedure)

14 Welfare and Institutions Code 5332-5337 (Incapacity Hearings)

15 Welfare and Institutions Code 14132.47 & Department of Health Services and 42 Code  
16 of Federal Regulations (Mental Health Medi-Cal Administrative Activities)

17  
18  
19 Social Rehabilitation Programs

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

21 Special Education Pupils (AB 3632)

22 California Welfare & Institutions Code Section 18350 et seq.

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

24  
25 Voter Registration

26 National Voter Registration Act of 1993

27  
28 Rev. 06/26/13 jrc

**EXHIBIT C**  
**REIMBURSEMENT & PAYMENT**

**CONTRACTOR NAME:** ATHENA COUNSELING CENTER  
**PROGRAM NAME:** Program Name  
**DEPARTMENT ID:** 4100208094-83950-530260  
4100208094-84000-530180

**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 of service provided, less revenue collected, not to exceed the maximum obligation of the COUNTY for that fiscal year as specified herein.

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

2. CONTRACTOR'S Schedule I issued by COUNTY for budget purposes is attached hereto and incorporated herein 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), including allowable costs for this Agreement such as administrative cost, indirect cost and operating income and shall not exceed the percentage(s) or amounts(s) as specified in the original Agreement proposal or subsequent negotiations received, made and/or approved by the COUNTY:



1       N/A The final year-end settlement for non-Medi-Cal services (only)  
2       shall be based upon the actual allowable cost per unit,  
3       multiplied by the actual number of units of service, less revenue  
4       collected.

5       N/A The final year-end settlement for Medi-Cal services (only) shall  
6       be based on final State approved Medi-Cal units, multiplied by  
7       the actual allowable cost per unit of service provided; or the  
8       Riverside County Maximum Allowable Rate (RCMAR); or Drug  
9       Medi-Cal rate; or customary charges (published rate), whichever  
10      is the lowest rate, less revenue collected. In addition, all year-  
11      end settlement for Drug Medi-Cal services shall be less a  
12      COUNTY administrative fee.

13      N/A The final year-end settlement for Narcotics Treatment Program  
14      (NTP) Medi-Cal services (only) shall be based on final State  
15      approved Medi-Cal units, multiplied by the Riverside County  
16      Drug Medi-Cal rate, or customary charges (published rate),  
17      whichever is lower, less revenue collected.

18      N/A The final year-end settlement for Negotiated Rate services  
19      (only) shall be based upon the Negotiated Rate, as approved by  
20      the COUNTY, multiplied by the actual number of units of service  
21      provided and approved by the COUNTY, less revenue collected.

22      N/A The final year-end settlement for ancillary, start-up or flexible  
23      spending categories shall be based on actual allowable cost,  
24      less revenue collected.

- 25      4. The combined final year-end settlement for all services shall not exceed  
26      the maximum obligation of the COUNTY as specified herein, and the  
27      applicable maximum reimbursement rates promulgated each year by  
28      the COUNTY.

1 B. MAXIMUM OBLIGATION:

2 COUNTY'S maximum obligation for FY 2014/2015 shall be \$111,000 subject to  
3 availability of applicable Federal, State, local and/or COUNTY funds.

4 C. BUDGET:

5 Schedule I presents (for budgetary and planning purposes only) the budget  
6 details pursuant to this Agreement. Where applicable, Schedule I contains  
7 department identification number (Dept. ID), Program Code, billable and non-  
8 billable mode(s) and service function(s), units, expected revenues, maximum  
9 obligation and source of funding pursuant to this Agreement.

10 D. MEDI-CAL (M/C):

11 1. With respect to services provided to Medi-Cal beneficiaries,  
12 CONTRACTOR shall comply with applicable Medi-Cal cost containment  
13 principles where reimbursement is based on actual allowable cost,  
14 approved Medi-Cal rate, RCMAR, Drug Medi-Cal rate, or customary  
15 charges (published rate), whichever rate is lower, as specified in Title 19  
16 of the Social Security Act, Title 22 of the California Code of Regulations  
17 and applicable policy letters issued by the State. All cost containment  
18 reimbursement rates for Drug Medi-Cal shall include a COUNTY  
19 administrative fee.

20 2. RCMAR is composed of Local Matching Funds and Federal Financial  
21 Participation (FFP).

22 E. REVENUES:

23 As applicable:

24 1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the  
25 Welfare & Institutions Code, and as further contained in the State  
26 Department of Health Care Services Revenue Manual, Section 1,  
27 CONTRACTOR shall collect revenues for the provision of the services  
28 described pursuant to Exhibit A. Such revenues may include but are  
not limited to, fees for services, private contributions, grants or other  
funds. All revenues received by CONTRACTOR shall be reported in  
their annual Cost Report, and shall be used to offset gross cost.

2. CONTRACTOR shall be responsible for checking and confirming Medi-Cal eligibility for its patient(s)/client(s) prior to the patient(s)/client(s) receiving services(s) and prior to services being billed in order to ensure proper billing of Medi-Cal eligible services for all applicable patient(s)/clients(s).
3. 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 Medi-Cal as payor of last resort.
4. CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare certified and if CONTRACTOR staff is enrolled in Medicare program), 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 Medicare laws and regulations as it relates to providing services to Medi-Cal and Medicare 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 of the EOB date.
6. CONTRACTOR is obligated to collect from the client any Medicare co-insurance and/or deductible if the site is Medicare certified or if provider site is in the process of becoming Medicare certified or if the provider is enrolled in Medicare. 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. CONTRACTOR shall be responsible for faxing the cleared Medi-Cal

1 Share of Cost documentation to fax number (951) 955-7361 OR to your  
2 organization's appropriate COUNTY Region or Program contact.  
3 Patients/clients with share of cost Medi-Cal shall be charged their  
4 monthly Medi-Cal share of cost in lieu of their annual liability. Medicare  
5 clients will be responsible for any co-insurance and/or deductible for  
6 services rendered at Medicare certified sites.

- 7 7. If and when applicable, all other clients will be subject to an annual  
8 sliding fee schedule by CONTRACTOR for services rendered, based on  
9 the patient's/client's ability to pay, not to exceed the CONTRACTOR'S  
10 actual charges for the services provided. In accordance with the State  
11 Department of Health Care Services Revenue Manual, CONTRACTOR  
12 shall not be penalized for non-collection of revenues provided that  
13 reasonable and diligent attempts are made by the CONTRACTOR to  
14 collect these revenues. Past due patient/client accounts may not be  
15 referred to private collection agencies. No patient/client shall be denied  
16 services due to inability to pay.
- 17 8. If and where applicable, CONTRACTOR shall submit to COUNTY, with  
18 signed Agreement, a copy of CONTRACTOR'S customary charges  
19 (published rates).
- 20 9. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays)  
21 above and beyond the contracted Schedule I rate, the CONTRACTOR  
22 must notify the COUNTY within each fiscal year Agreement period of  
23 performance.
- 24 10. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client  
25 fees. Notification must be made within ten (10) days following any fee  
26 increase.

27 **F. REALLOCATION OF FUNDS:**

- 28 1. No funds allocated for any mode and service function as designated in  
Schedule I may be reallocated to another mode and service function  
unless prior written consent and approval is received from COUNTY  
Program Administrator/Manager and confirmed by the Fiscal Supervisor

*Exhibit C*

*Page C-5 of C-12*

*ATHENA COUNSELING CENTER  
Managed Care  
4100208094-83950-530260  
4100208094-84000-530180  
FY 14/15*

1 prior to either the end of the Agreement Period of Performance or the  
2 end of the fiscal year (June 30<sup>th</sup>). Approval shall not exceed the  
3 maximum obligation.

4 2. In addition, CONTRACTOR may not, under any circumstances and  
5 without prior written consent and approval being received from  
6 COUNTY Program Administrator/Manager and confirmed by the Fiscal  
7 Supervisor, reallocate funds between mode and service functions as  
8 designated in the Schedule I that are defined as non-billable by the  
9 COUNTY, State or Federal governments from or to mode and service  
10 functions that are defined as billable by the COUNTY, State or Federal  
11 governments.

12 3. If this Agreement includes more than one Exhibit C and/or more than  
13 one Schedule I, shifting of funds from one Exhibit C to another and/or  
14 from one Schedule I to another is also prohibited without prior written  
15 consent and approval being received from COUNTY Program  
16 Administrator/Manager and confirmed by the Fiscal Supervisor prior to  
17 the end of either the Agreement Period of Performance or fiscal year.

18 G. RECOGNITION OF FINANCIAL SUPPORT:

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

22 H. PAYMENT:

23 1. Monthly reimbursements may be withheld and recouped at the discretion  
24 of the Director or its designee due to material Agreement non-  
25 compliance, including audit disallowances, invoice(s), or Agreement  
26 overpayment, and/or adjustments or disallowances resulting from the  
27 COUNTY Contract Monitoring Team Review (CMT), COUNTY Program  
28 Monitoring, Federal or State Audit, 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

1 proven to be valid in any way for any fiscal year, then the COUNTY  
2 reserves the right to disallow and/or withhold current and/or future  
3 payments from CONTRACTOR until valid, substantial proof of any  
4 and/or all items billed for is received, verified and approved by the  
5 COUNTY.

6 3. In addition to the annual CMT, Program Monitoring, and Cost Report  
7 Reconciliation/Settlement processes, the COUNTY reserves the right to  
8 perform impromptu CMTs without any prior written or verbal notice, or  
9 periodic system service reviews and subsequent deletes and denial  
10 monitoring for this Agreement throughout the fiscal year in order to  
11 minimize and prevent COUNTY and CONTRACTOR loss and/or  
12 inaccurate billing and/or reports. The COUNTY, at its discretion, may  
13 withhold and/or offset invoices and/or monthly reimbursements to  
14 CONTRACTOR, at any time without prior notification to CONTRACTOR,  
15 for service deletes and denials that may occur in association with this  
16 Agreement. COUNTY shall notify CONTRACTOR of any such instances  
17 of services deletes and denials and subsequent withholds and/or  
18 reductions to CONTRACTOR invoices or monthly reimbursements.

19 4. Notwithstanding the provisions of Paragraph H-1 and H-2 above,  
20 CONTRACTOR shall be paid in arrears based upon either the actual  
21 units of service provided and entered into the COUNTY'S specified  
22 Electronic Management Information System (MIS), or on a one-twelfth  
23 (1/12<sup>th</sup>) monthly basis as specified in Paragraph A-1 above.

24 a. CONTRACTOR will be responsible for entering all service related  
25 data into the COUNTY's MIS (i.e. Provider Connect or CalOMS)  
26 on a monthly basis and approving their services in the MIS for  
27 electronic batching (invoicing) and subsequent payment.

28 b. CONTRACTOR must also submit to the COUNTY a signed  
Program Integrity Form (PIF) (attached as Exhibit C,  
Attachment A) signed by the Director or authorized designee of  
the CONTRACTOR organization. This form must be faxed and/or

Exhibit C

Page C-7 of C-12

ATHENA COUNSELING CENTER  
Managed Care  
4100208094-83950-530260  
4100208094-84000-530180  
FY 14/15

1 emailed (PDF format only) to the COUNTY at (951) 358-4792,  
2 and/or emailed to ELMR\_PIF@rcmhd.org. The CONTRACTOR  
3 PIF form must be received by the COUNTY via fax and/or email  
4 for the prior month no later than 5:00 p.m. on the fifth (5<sup>th</sup>) working  
5 day of the current month.

6 c. Failure by the CONTRACTOR to enter and approve all applicable  
7 services into the MIS for the applicable month, and faxing and/or  
8 emailing the signed PIF, will delay payment to the  
9 CONTRACTOR until the required documents as outlined herein  
10 are provided.

11 d. CONTRACTOR is required to enter all units of service into the  
12 COUNTY'S MIS for the prior month no later than 5:00 p.m. on the  
13 fifth (5<sup>th</sup>) working day of the current month for electronic batching.  
14 Late entry of services into the COUNTY'S MIS may result in  
15 financial and/or service denials and/or disallowances to the  
16 CONTRACTOR.

17 5. CONTRACTOR shall work with their respective COUNTY Regions or  
18 Programs to generate a monthly invoice for payment through the MIS  
19 batching process. In addition, the COUNTY will work with the  
20 CONTRACTOR to access data in the MIS in order for the  
21 CONTRACTOR to provide a quarterly report to their designated  
22 COUNTY Region/Program describing outcomes, and progress updates  
23 and services delivered based upon the contract's Exhibit A "Scope of  
24 Work."

25 6. CONTRACTOR shall provide the COUNTY with all information  
26 necessary for the preparation and submission to the State, if applicable,  
27 for all billings, and the audit of all billings.

28 7. In order to ensure that CONTRACTOR will receive reimbursement for  
services rendered under this Agreement, CONTRACTOR shall be  
responsible for notifying Medi-Cal if at any time CONTRACTOR  
discovers or is made aware that client Medicare and/or Insurance

1 coverage has been terminated or otherwise is not in effect.  
2 CONTRACTOR shall provide COUNTY with a print screen from the  
3 Medi-Cal eligibility website indicating the Medicare and/or Insurance  
4 coverage has been removed within ten (10) days of termination request.  
5 CONTRACTOR shall include their name and the comment  
6 "Medicare/OHC Termed" on the documentation provided to the  
7 COUNTY.

- 8 8. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will  
9 be paid by the COUNTY thirty (30) calendar days after the date a correct  
10 PIF is received by the COUNTY and invoice is generated by the  
11 applicable COUNTY Region/Program.

12 I. COST REPORT:

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

19 N/A Thirty (30) calendar days following the end of each fiscal year  
20 (June 30<sup>th</sup>), or the expiration or termination of the Agreement,  
21 whichever occurs first.

22 N/A Forty-five (45) calendar days following the end of each fiscal  
23 year (June 30<sup>th</sup>), or the expiration or termination of the  
24 Agreement, whichever occurs first.

25 N/A Seventy-Five (75) calendar days following the end of each fiscal  
26 year (June 30<sup>th</sup>), or the expiration or termination of the  
27 Agreement, whichever occurs first.

- 28 2. The Cost Report shall detail the actual cost of services provided. The  
Cost Report shall be provided in the format and on forms provided by the  
COUNTY.



- 1 3. CONTRACTOR shall follow all applicable Federal, State and local  
2 regulations and guidelines to formulate proper cost reports, including but  
3 not limited to OMB-circular A-122, OMB-circular A-87, etc.
- 4 4. It is mandatory that the CONTRACTOR send one representative to the  
5 cost report training annually that is held by COUNTY that covers the  
6 preparation of the year-end Cost Report. The COUNTY will notify  
7 CONTRACTOR of the date(s) and time(s) of the training. Attendance at  
8 the training is mandatory annually in order to ensure that the Cost  
9 Reports are completed appropriately. Failure to attend this training will  
10 result in delay of any reimbursements to the CONTRACTOR.
- 11 5. CONTRACTOR will be notified in writing by COUNTY, if the Cost  
12 Report has not been received within the specified length of time as  
13 indicated in Section I, paragraph 1 above. Future monthly  
14 reimbursements will be withheld if the Cost Report contains errors that  
15 are not corrected within ten (10) calendar days of written or verbal  
16 notification from the COUNTY. Failure to meet any pre-approved  
17 deadlines and/or extension will immediately result in the withholding of  
18 future monthly reimbursements.
- 19 6. The Cost Report shall serve as the basis for year-end settlement to  
20 CONTRACTOR including a reconciliation and adjustment of all  
21 payments made to CONTRACTOR and all revenue received by  
22 CONTRACTOR. Any payments made in excess of Cost Report  
23 settlement shall be repaid upon demand, or will be deducted from the  
24 next payment to CONTRACTOR.
- 25 7. All current and/or future payments to CONTRACTOR will be withheld by  
26 the COUNTY until all final, current and prior year Cost Report(s) have  
27 been reconciled, settled and signed by CONTRACTOR, and received  
28 and approved by the COUNTY.
8. CONTRACTOR shall report Actual Costs separately, if deemed  
applicable and as per CONTRACTOR Schedule I, to provide  
Agreement Client Ancillary Services, Prescriptions, Health Maintenance

1 Costs, and Flexible funding costs under this Agreement on the annual  
2 cost report. Where deemed applicable, Actual Costs for Indirect  
3 Administrative Expenses shall not exceed the percentage of cost as  
4 submitted in the CONTRACT Request for Proposal or Cost Proposal(s).

5 J. BANKRUPTCY:

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

12 K. AUDITS:

- 13 1. CONTRACTOR agrees that any duly authorized representative of the  
14 Federal Government, the State or COUNTY shall have the right to  
15 audit, inspect, excerpt, copy or transcribe any pertinent records and  
16 documentation relating to this Agreement or previous Agreements in  
17 previous years.
- 18 2. If this Agreement is terminated in accordance with Section XXVII,  
19 TERMINATION PROVISIONS, the COUNTY, Federal and/or State  
20 governments may conduct a final audit of the CONTRACTOR. Final  
21 reimbursement to CONTRACTOR by COUNTY shall not be made until  
22 all audit results are known and all accounts are reconciled. If  
23 applicable, revenue collected by CONTRACTOR during this period for  
24 services provided under the terms of this Agreement will be regarded  
25 as revenue received and deducted as such from the final  
26 reimbursement claim.
- 27 3. Any audit exception resulting from an audit conducted by any duly  
28 authorized representative of the Federal Government, the State or  
COUNTY shall be the sole responsibility of the CONTRACTOR. Any  
audit disallowance adjustments shall be paid in full upon demand or  
withheld at the discretion of the Director of Mental Health against

1 amounts due under this Agreement or Agreement(s) in subsequent  
2 years.

- 3 4. The COUNTY will conduct Program Monitoring Review and/or Contract  
4 Monitoring Team Review (CMT). Upon completion of monitoring,  
5 CONTRACTOR will be mailed a report summarizing the results of the  
6 site visit. If and when necessary, a corrective Action Plan will be  
7 submitted by CONTRACTOR within thirty (30) calendar days of receipt  
8 of the report. CONTRACTOR'S failure to respond within thirty (30)  
9 calendar days will result in withholding of payment until the corrective  
10 plan of action is received. CONTRACTOR'S response shall identify  
11 time frames for implementing the corrective action. Failure to provide  
12 adequate response or documentation for this or subsequent year's  
13 Agreements may result in Agreement payment withholding and/or a  
14 disallowance to be paid in full upon demand.

15 L. TRAINING:

- 16 1. CONTRACTOR understands that as the COUNTY implements its  
17 current MIS to comply with Federal, State and/or local funding and  
18 service delivery requirements, CONTRACTOR will, therefore, be  
19 responsible for sending at least one representative to receive all  
20 applicable COUNTY training associated with, but not limited to,  
21 applicable service data entry, client registration, billing and invoicing  
22 (batching), and learning how to appropriately and successfully utilize  
23 and/or operate the current and/or upgraded MIS as specified for use by  
24 the COUNTY under this Agreement. The COUNTY will notify the  
25 CONTRACTOR when such training is required and available.

26 Rev. 14/15

**FY 2014/15 SCHEDULE I  
MENTAL HEALTH**

**CONTRACTOR NAME:** Athena Counseling center  
**PROGRAM NAME:** MANAGED CARE  
**DEPT ID/PROGRAM:** 4100208094 - 83950- 530260  
**REGION/POPULATION:** N/A  
**MONTHLY REIMBURSEMENT:** NEGOTIATED RATE  
**YEAR END SETTLEMENT:** NEGOTIATED RATE

TYPE OF MODALITY	Outpatient Mental Health Services		TOTAL
RU#(s):	33BHA1		
MODE OF SERVICE:	15 (Outpatient Services)		
SERVICE FUNCTION:	10-19 & 30-59 (Mental Health Services)	60-69 (Medication Support)	
PROCEDURE CODES:	90791,90832, 90837, 90847, 90887	N/A	
UNIT MEASUREMENT:	MINUTES	MINUTES	
NUMBER OF UNITS:	55,500	0	
COST PER UNIT:	\$1.00	\$0.00	
GROSS COST:	\$55,500	\$0	
LESS REVENUES COLLECTED BY CONTRACTORS:			
A. PATIENT FEES	\$0	\$0	\$0
B. OTHER	\$0	\$0	\$0
TOTAL CONTRACTOR REVENUES	\$0	\$0	\$0
MAXIMUM OBLIGATION	\$55,500	\$0	\$55,500
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:			
A: MEDICAL FFP	\$27,750	\$0	\$27,750
B: FEDERAL FUNDS	\$0	\$0	\$0
C: REALIGNMENT FUNDS	\$0	\$0	\$0
D: STATE FUNDS	\$27,750	\$0	\$27,750
E: COUNTY FUNDS	\$0	\$0	\$0
F: OTHER:	\$0	\$0	\$0
TOTAL ( ALL FUNDING SOURCES)	\$55,500	\$0	\$55,500

**FUNDING SOURCES DOCUMENT:** MHP 2014/2015

**ADMIN SVCS ANALYST SIGNATURE:**

**Date:**

**FISCAL SERVICES SIGNATURE:**

**Date:**

**FY 2014/15 SCHEDULE I  
MENTAL HEALTH**

**CONTRACTOR NAME:** Athena Counseling center  
**PROGRAM NAME:** MANAGED CARE  
**DEPT ID/PROGRAM:** 4100208094 - 84000- 530180  
**REGION/POPULATION:** N/A  
**MONTHLY REIMBURSEMENT:** NEGOTIATED RATE  
**YEAR END SETTLEMENT:** NEGOTIATED RATE

TYPE OF MODALITY	Outpatient Mental Health Services		TOTAL
RU#(s):	33BH01		
MODE OF SERVICE:	15 (Outpatient Services)		
SERVICE FUNCTION:	10-19 & 30-59 (Mental Health Services)	60-69 (Medication Support)	
PROCEDURE CODES:	90791,90832, 90837, 90847, 90887	N/A	
UNIT MEASUREMENT:	MINUTES	MINUTES	
NUMBER OF UNITS:	55,500	0	
COST PER UNIT:	\$1.00	\$0.00	
GROSS COST:	\$55,500	\$0	\$55,500
<b>LESS REVENUES COLLECTED BY CONTRACTORS:</b>			
A. PATIENT FEES	\$0	\$0	\$0
B. OTHER	\$0	\$0	\$0
TOTAL CONTRACTOR REVENUES	\$0	\$0	\$0
MAXIMUM OBLIGATION	\$55,500	\$0	\$55,500
<b>SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:</b>			
A: MEDICAL FFP	\$27,750	\$0	\$27,750
B: FEDERAL FUNDS	\$0	\$0	\$0
C: REALIGNMENT FUNDS	\$0	\$0	\$0
D: STATE FUNDS	\$27,750	\$0	\$27,750
E: COUNTY FUNDS	\$0	\$0	\$0
F: OTHER:	\$0	\$0	\$0
TOTAL ( ALL FUNDING SOURCES)	\$55,500	\$0	\$55,500

**FUNDING SOURCES DOCUMENT:** MHP 2014/2015

**ADMIN SVCS ANALYST SIGNATURE:**

**Date:**

**FISCAL SERVICES SIGNATURE:**

**Date:**

04.10.14

# CERTIFICATION OF CLAIMS AND PROGRAM INTEGRITY FORM

<b>Billing/Service Period:</b>		<b>Amount Certified:</b>	
<b>DeptID:</b>			
<b>Provider Name:</b>			
<b>Contract Name/Region:</b>			
<b>Service Location (Address):</b>			
<b>RU's Certified:</b>			
<b>Bill Enumerator:</b>			

## Medi-Cal and/or Medicare Eligible Certification of Claims and Program Integrity (ONLY)

I, as an authorized representative of \_\_\_\_\_, **HEREBY CERTIFY** under penalty of perjury to the following: An assessment of the beneficiaries was conducted by \_\_\_\_\_ in compliance with the requirements as set forth and established in the contract with the Riverside County Department of Mental Health (RCDMH) and as stipulated by all applicable Federal, State and/or County laws for Medi-Cal and Medicare beneficiaries. The beneficiaries were eligible to receive Medi-Cal and/or Medicare services at the time the services were provided to the beneficiaries. The services included in the claim were actually provided to the beneficiaries in association with and as stipulated by the claim. Medical necessity was established by my organization for the beneficiaries as defined under Title 9, California Code of Regulations, Division 1, Chapter 11, for the service or services provided, for the time frame in which the services were provided, and by a certified and/or licensed professional as stipulated by all applicable Federal, State and County laws and regulations. A client plan was developed and maintained for the beneficiaries that met all client plan requirements established in the contract with the RCDMH and as stipulated by all applicable Federal, State and/or County law.

\_\_\_\_\_  
Signature of Authorized Provider

\_\_\_\_\_  
Printed Name of Authorized Provider

Date: \_\_\_\_\_

## Non-Medi-Cal and/or Medicare Eligible Certification of Claims and Program Integrity (ONLY)

I, as an authorized representative of \_\_\_\_\_, **HEREBY CERTIFY** under penalty of perjury to the following: An assessment of the beneficiaries was conducted by \_\_\_\_\_ in compliance with the requirements as set forth and established in the contract with the Riverside County Department of Mental Health (RCDMH) and as stipulated by all applicable Federal, State and/or County laws for consumers who are referred by the County to the Provider for mental health specialty services. The beneficiaries were referred to receive services at the time the services were provided to the beneficiaries in association with and as stipulated by the claim. The services included in the claim were actually provided to the beneficiaries and for the time frame in which the services were provided, and by a certified and/or licensed professional as stipulated by all applicable Federal, State and County laws and regulations. A client care plan was developed and maintained for the beneficiaries that met all client care plan requirements established in the contract with the RCDMH and as stipulated by all applicable Federal, State and/or County law.

\_\_\_\_\_  
Signature of Authorized Provider

\_\_\_\_\_  
Printed Name of Authorized Provider

Date: \_\_\_\_\_

<b>RCDMH Admin. Use Only</b>
<b>BATCH #'s:</b> _____