

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

246



**FROM:** Department of Mental Health

**SUBMITTAL DATE:**  
July 23, 2014

**SUBJECT:** Approval of the Managed Care Medi-Cal Fee For Service Hospital Provider Agreement with Corona Regional Medical Center to provide Psychiatric Inpatient Hospital Services (District: All). [\$0 ongoing]

**RECOMMENDED MOTION:** Move that the Board of Supervisors:

1. Ratify the Managed Care Medi-Cal Fee For Service Hospital Agreement with Corona Regional Medical Center for inpatient hospital services, which contains an option to renew the Agreement for four additional one-year periods, and
2. Authorize the Chairman of the Board to sign the Agreement; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to sign renewals based upon the availability of funding and to sign amendments that do not change the substantive terms of the Agreement through June 30, 2020 as outlined herein.

**BACKGROUND:**

**Summary**

The Department of Mental Health (DMH), functioning as the Mental Health Plan (MHP), is responsible for authorization of all medically necessary acute psychiatric inpatient hospital services for Riverside County Medi-Cal beneficiaries.

JW:RC

*Jerry Wengerd*  
Jerry Wengerd, Director  
Department of Mental Health

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

<b>SOURCE OF FUNDS: N/A</b>	<b>Budget Adjustment: No</b>
	<b>For Fiscal Year: 14/15</b>

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

BY: *Debra Cournoyer*  
Debra Cournoyer

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

FORM APPROVED COUNTY COUNSEL  
BY: *48/2009* 7/24/14 DATE  
Purchasing: *[Signature]*  
Departmental Concurrence  
Mark Seiler, Assistant Director

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

Prev. Agn. Ref.: 3.36 6/17/14 | District: All | Agenda Number:

**3-27**

**BACKGROUND:**

**Summary**

The DMH is mandated to contract with traditional hospitals within Riverside County borders, as defined by Title 9, CCR, Section 1810.430(a). The specified Managed Care, Medi-Cal Hospital Agreement only covers services that are provided to Medi-Cal clients.

As the Mental Health Plan provider for Riverside County, the DMH is required to provide psychiatric inpatient hospital services for Medi-Cal seriously mentally ill children, adults and older adults. Medi-Cal hospital services include psychiatric evaluation and treatment services, medication services as well as discharge planning and coordination geared to stabilize the individual for return to the community.

Therefore, the DMH is requesting that the Board of Supervisors ratify this Agreement with Corona Regional Medical Center for FY14/15 on behalf of the DMH, and authorize the Purchasing Agent to enter into agreements with this provider through June 30, 2020 as outlined herein.

**Impact on Citizens and Businesses**

The services provided by Medi-Cal hospitals include psychiatric inpatient services for Riverside County's seriously mentally ill children, adults and older adults who are Medi-Cal consumers in need of acute psychiatric inpatient services. These services are a component of the Department's system of care aimed at improving the health and safety of consumers and the community.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The DMH serves as the monitoring agency for the services provided by the specified Managed Care, Medi-Cal hospitals. The purpose of this Agreement is to provide the State with the County's approved negotiated rate with a Riverside County psychiatric inpatient hospital. This will establish an inpatient Medi-Cal rate for the State to pay to hospitals in surrounding counties when they provide inpatient psychiatric services to Riverside County Medi-Cal consumers.

The State offsets 50% of the cost of services by a corresponding reduction to the County's portion of State Realignment Funds. Once the Agreement has been executed, the negotiated rates are submitted to the State Department of Health Care Services (DHCS) to establish regional non-negotiated Fee-For-Service/Medi-Cal (FFS/MC) hospital rates in accordance with Title 9, CCR, § 1820.115.

The CONTRACTOR will be reimbursed directly by the State at the rate of \$675/Day. The rate is an all inclusive Medi-Cal rate for acute bed day fees; which is payment in full for psychiatric inpatient hospital services.

**Contract History and Price Reasonableness**

The Agreement with Corona Regional Medical Center will have a period of performance from July 1, 2014 through June 30, 2015, and may be renewed annually through June 30, 2020. Inpatient Medi-Cal Fee For Service providers bill directly to the State and the DMH negotiated the rate using the State rates already established in surrounding counties. The Department is requesting approval of this vendor to avoid interruption of services and ensure continuity of care for consumers.



**RIVERSIDE COUNTY  
DEPARTMENT OF MENTAL HEALTH**

**FY 2014/2015**

This renewal 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 **Corona Regional Medical Center**, hereinafter referred to as CONTRACTOR.

**PREAMBLE**

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

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

**NOW THEREFORE**, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto mutually agree, as provided on pages 1 through 55 and Exhibits A, B, C, and attached Schedule I hereto and incorporated herein. (Hereinafter referred to as "Agreement")

**CONTRACTOR**

**COUNTY**

By: 

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

Mark Uffer, CEO  
Print Name

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

Date: 5/30/14

COUNTY COUNSEL:

Pamela J. Walls  
Approved as to form

By:   
Deputy County Counsel

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EXHIBIT A  
EXHIBIT B  
EXHIBIT C  
Schedule I

I

1  
2 DESCRIPTION OF SERVICES:

3 CONTRACTOR agrees to provide services in the form as outlined and described in  
4 Exhibit A, Exhibit B, Exhibit C, Schedule I and any other exhibits, attachments or  
5 addendums attached hereto and by this reference incorporated herein to this Agreement.  
6

7 II

8 PERIOD OF PERFORMANCE:

9 This Agreement shall be effective as of July 1, 2014, and continue in effect through  
10 June 30, 2015. The Agreement may thereafter be renewed annually, up to an additional  
11 five (5) years, subject to the availability of funds.  
12

13 III

14 REIMBURSEMENT AND USE OF FUNDS PAYMENT:

15 A. Reimbursement

16 In consideration of services provided by CONTRACTOR, COUNTY shall  
17 reimburse CONTRACTOR in the amount and manner outlined and described in  
18 Exhibit C and Schedule I, attached hereto and by this reference incorporated herein  
19 to this Agreement. CONTRACTOR agrees to submit their National Provider  
20 Identification (NPI) and other support or required documentation to the COUNTY  
21 prior to reimbursement be processed by the COUNTY.  
22

23 B. Restrictions On Salaries

24 CONTRACTOR agrees that no part of any federal funds provided under this  
25 Agreement shall be used by the CONTRACTOR, or its Subcontractors to pay the  
26 salary of an individual at a rate in excess of Level 1 of the Executive Schedule.  
27  
28

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

5  
6 C. Union Organizing

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

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21  
22 D. Lobbying And Restrictions And Disclosures Certification

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

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



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

- 3 1) A cumulative increase \$25,000, or more in the amount paid or  
4 expected to be paid for influencing or attempting to influence a  
5 covered federal action;
- 6 2) A change in the person (s) or individual (s) influencing or  
7 attempting to influence a covered federal action;
- 8 3) A change in the officer(s), employee (s), or member (s) contacted  
9 for the purpose of influencing or attempting to influence a covered  
10 federal action;
- 11 4) CONTRACTOR who requests or receives from a person referred to  
12 in Paragraph 1 (a) of this provision a contract, subcontract, grant or  
13 sub-grant exceeding \$100,000 at any tier under a contract or grant  
14 shall file a certification, and a disclosure form, if required, to the  
15 next tier above;
- 16 5) All disclosure forms (but no certifications) shall be forwarded from  
17 tier to tier until received by the entity referred to in Paragraph 1 (a)  
18 of this provision. The CONTRACTOR shall forward all disclosure  
19 forms to the COUNTY in order for the COUNTY to forward to  
20 revenue program contract manager.  
21  
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25 E. Prohibition

26 Section 1352 of Title 31, U.S.C., provides in part that no Federal appropriated  
27 funds may be expended to pay any person influencing or attempting to influence an  
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1 officer or employee of any agency, A Member of Congress, an officer or employee  
2 of 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. All HIPAA covered healthcare providers must obtain an NPI. Provider site NPIs must  
9 be submitted to the Riverside County Department of Mental Health (RCDMH)  
10 Information Services Unit prior to rendering services to clients. Contractors providing  
11 Medi-Cal billable services must also submit rendering (individual) provider NPIs to  
12 RCDMH Information Services Unit for each staff member providing Medi-Cal  
13 billable services. Contractor reimbursement will not be processed unless NPIs are on  
14 file with RCDMH in advance of providing services to clients. It is the responsibility  
15 of each contract provider site and individual staff member that bills Medi-Cal to obtain  
16 an NPI from the National Plan and Provider Enumeration System (NPPES). Each  
17 contract site, as well as every staff member that provides billable services, is  
18 responsible for notifying the National Plan & Provider Enumeration System (NPPES)  
19 within 30 days of any updates to personal information (worksite address, name  
20 changes, taxonomy code changes, etc.).

21 IV

22 PROGRAM SUPERVISION, MONITORING AND REVIEW:

23 Pursuant to Welfare & Institutions Code (WIC), Section 5608, services hereunder shall  
24 be provided by CONTRACTOR under the general supervision of the COUNTY Director of  
25 Mental Health, hereinafter called DIRECTOR, or his authorized designee.  
26

27 A. CONTRACTOR agrees to extend to DIRECTOR or his designee, the COUNTY  
28 Contract Monitoring Team, COUNTY Case Management Staff, and other

1 authorized County, Federal and/or State representatives, the right to enter the  
2 program facilities during operating hours to monitor client well-being; and the  
3 right to review and monitor CONTRACTOR's facilities, programs, policies,  
4 practices, books, records, or procedures during operating hours.

5 i. In exercising the right to review or monitor CONTRACTOR's  
6 administrative, clinical, fiscal, and program components, staff and  
7 facility(ies), the COUNTY shall enforce applicable Agreement  
8 provisions and COUNTY policies with regards to threats and violent  
9 behavior or harassment in the workplace concerning its employees.  
10

11 ii. CONTRACTOR further agrees to authorize the COUNTY, under this  
12 Agreement, to have access to all COUNTY consumers, to collaborate  
13 with treating staff, and to review necessary documents to ensure that  
14 the consumer has received all necessary assessments, all necessary  
15 treatment planning with measurable goals, and documented progress  
16 towards goals.  
17

18 iii. CONTRACTOR agrees to allow COUNTY to collaborate with  
19 CONTRACTOR personnel regarding COUNTY consumer aftercare  
20 services and continuity of care with the COUNTY.  
21

22 B. As it pertains to the COUNTY and Program Monitoring, if at any point during  
23 the duration of this Agreement, the COUNTY determines CONTRACTOR is out  
24 of compliance with any provision in this Agreement, the COUNTY may request  
25 a plan of correction, after providing the CONTRACTOR with written  
26 notification and the basis for the finding of noncompliance.  
27  
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- 1 i. Within thirty (30) days of receiving notification, the CONTRACTOR shall  
2 provide a written plan of corrective action addressing the non-compliance.  
3 ii. If the COUNTY accepts the CONTRACTOR'S proposed plan of correction,  
4 it shall suspend other punitive actions to give the CONTRACTOR the  
5 opportunity to come into compliance.  
6 iii. If the COUNTY determines CONTRACTOR has failed to implement  
7 corrective action, funds may be withheld until compliance is achieved.  
8  
9 iv. CONTRACTOR shall cooperate with any such effort by COUNTY including  
10 follow-up investigation and interview of witnesses. Failure to cooperate or  
11 take corrective action as may be indicated by an investigation could result in  
12 termination of this Agreement.  
13

14 C. CONTRACTOR agrees that any duly authorized representative of the Federal,  
15 the State, COUNTY or local government shall have the right to audit, inspect,  
16 excerpt, copy or transcribe any pertinent records and documentation relating to  
17 this Agreement or previous year's Agreements.  
18

19 D. If this Agreement is terminated in accordance with Section XXVII,  
20 TERMINATION PROVISIONS, COUNTY may conduct a final audit of the  
21 CONTRACTOR. Final reimbursement to CONTRACTOR by COUNTY shall  
22 not be made until audit results are known and all accounts are reconciled.  
23 Revenue collected by CONTRACTOR during this period for services provided  
24 under the terms of this Agreement will be regarded as revenue received and  
25 deducted as such from the final reimbursement claim.  
26  
27  
28

1 E. Any audit exception resulting from an audit conducted by any duly authorized  
2 representative of the Federal Government, the State or County shall be the  
3 responsibility of the CONTRACTOR. Any audit disallowance adjustments may  
4 be paid in full upon demand or withheld at the discretion of the DIRECTOR  
5 against amounts due under this Agreement or previous year's Agreement(s).

6 F. The COUNTY will conduct an Annual Administrative, Fiscal, and Clinical  
7 Contract Monitoring. Upon completion of the monitoring, CONTRACTOR will  
8 be mailed a report summarizing the results of the site visit. If discrepancies are  
9 noted during the Contract Monitoring, a Corrective Plan of Action will be  
10 submitted by CONTRACTOR within thirty (30) calendar days of receipt of the  
11 report. CONTRACTOR failure to respond within thirty (30) calendar days may  
12 result in withholding of payment until the Corrective Plan of Action is received.  
13  
14

15 G. Notwithstanding the forgoing, the COUNTY reserves the right, at any time and  
16 without a thirty (30) day written notice, to disallow or withhold CONTRACTOR  
17 funding if and when deemed necessary for material non-compliance as it pertains  
18 to any provision of this Agreement  
19

20 V

21 STATUS OF CONTRACTOR:

22 A. CONTRACTOR acknowledges that this Agreement is by and between the  
23 COUNTY and CONTRACTOR and is not intended, and shall not be construed,  
24 to create the relationship of agent, servant, employee, partnership, joint venture,  
25 or association, as between COUNTY and CONTRACTOR. CONTRACTOR is,  
26 and shall at all times be deemed to be, an independent CONTRACTOR and shall  
27  
28

1 be wholly responsible for the manner in which it performs the services required  
2 of it by the terms of this Agreement. CONTRACTOR assumes the exclusive  
3 responsibility for the acts of its employees or agents as they relate to services to  
4 be provided. CONTRACTOR shall bear the sole responsibility and liability for  
5 furnishing workers' compensation benefits to any person for injuries arising from  
6 or connected with services performed on behalf of COUNTY pursuant to this  
7 Agreement.  
8

9 B. CONTRACTOR certifies that it is aware of the Occupational Safety and Health  
10 Administration (OSHA) of the U.S. Department of Labor, the derivative  
11 Cal/OSHA standards and laws and regulations relating thereto, and shall comply  
12 therewith as to all relative elements under this Agreement.  
13

14 C. CONTRACTOR is responsible for payment and deduction of all employment-  
15 related taxes on CONTRACTOR'S behalf and for CONTRACTOR'S employees,  
16 including, but not limited, to all Federal, State and applicable local income taxes  
17 and withholdings. COUNTY shall not be required to make any deductions from  
18 compensation payable to CONTRACTOR for these purposes.  
19

20 D. CONTRACTOR shall indemnify COUNTY against any and all claims that may be  
21 made against COUNTY based upon any contention by a third party that an  
22 employer-employee relationship exists by reason of this Agreement.  
23

24 E. CONTRACTOR shall indemnify COUNTY for any and all federal or state  
25 withholding or retirement payments which COUNTY may be required to make  
26 pursuant to federal or state law.  
27  
28

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

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

11 VI

12 ADMINISTRATIVE CHANGE IN STATUS:

13  
14  
15 A. If, during the term of the Agreement, there is a change in CONTRACTOR'S status,  
16 a detailed description of the change must be submitted to COUNTY in writing at  
17 least sixty (60) days prior to the effective date of the change.

- 18  
19 i. A change in status is defined as, but is not limited to, a name change not  
20 amounting to a change of ownership, moving a facility's service location  
21 within the same region, closing a facility with services being offered in  
22 another already existing contracted facility, or change in services offered  
23 without an increase to the Agreement maximum. Other changes to the  
24 Agreement may result in a more formal Agreement amendment. Involuntary  
25 changes of status due to disasters should be reported to the COUNTY as soon  
26 as possible.  
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ii. CONTRACTOR is responsible for providing to the COUNTY, annually, at the beginning of each fiscal year and upon execution of the CONTRACTOR'S Agreement, emergency and/or after hour contact information for the CONTRACTOR'S organization. CONTRACTOR emergency and/or after hour contact information shall include, but is not limited to, first and last name of emergency and/or after hour contact, telephone number, cellular phone number, and applicable address(s). CONTRACTOR shall provide this information to the COUNTY at the same time the CONTRACTOR provides the COUNTY with annual insurance renewals and/or changes to insurance coverage.

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

iv. If there are any CONTRACTOR administrative changes, such as signatory authority, management, site addresses, business locations, remittance addresses, tax identification numbers, business ownership, etc., a letter, on CONTRACTOR's letterhead and signed by the CONTRACTOR's Chairman of the Board or President or Chief Executive Officer, or its designee, and/or a copy of CONTRACTOR's Board minutes authorizing the change(s), the



1 appropriate documentation must be submitted to COUNTY within two weeks  
2 of the change.

3 VII

4 DELEGATION AND ASSIGNMENT:

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

24 VIII

25 ALTERATION:

26 No alteration or variation of the terms of this Agreement shall be valid unless made  
27 in writing and signed by the parties hereto. No oral understanding or agreement not  
28

1 incorporated herein, shall be binding on any of the parties hereto unless specifically made  
2 n writing by both parties hereto.

3 IX

4 LICENSES:

- 5 A. CONTRACTOR warrants and certifies that it has all applicable, appropriate, and  
6 necessary licenses, permits, approvals, certifications, waivers, and exemptions  
7 necessary to provided the services outlined herein, for its business to operate, and  
8 for personnel to provide services hereunder, and as required by all applicable  
9 laws and regulations set forth by the Federal, State, County and local  
10 governments, and all other appropriate governmental agencies.  
11  
12 B. CONTRACTOR agrees to maintain these licenses, permits, approvals,  
13 certifications, waivers, and exemptions, etc. throughout the term of this  
14 Agreement.  
15  
16 C. CONTRACTOR shall notify DIRECTOR, or its designee, immediately and in  
17 writing of its inability to maintain, irrespective of the pendency of an appeal of  
18 such licenses, permits, approvals, certifications, waivers or exemptions.  
19

20 X

21 INDEMNIFICATION:

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

10 XI

11 INSURANCE:

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

20  
21 A. Workers' Compensation:

22 If CONTRACTOR has employees as defined by the State of California, CONTRACTOR  
23 shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws  
24 of the State of California. Policy shall include Employers' Liability (Coverage B)  
25 including Occupational Disease with limits not less than \$1,000,000 per person per  
26 accident. Policy shall be endorsed to waive subrogation in favor of the County of  
27  
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1 Riverside; and, if applicable, to provide a Borrowed Servant/Alternate Employer  
2 Endorsement.

3 B. Commercial General Liability:

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

12  
13 C. Vehicle Liability:

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

21 D. Professional Liability:

22 CONTRACTOR shall maintain Professional Liability Insurance providing coverage for  
23 performance of work included within this Agreement, with a limit of liability of not less  
24 than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR'S  
25 Professional Liability Insurance is written on a 'claims made' basis rather than on an  
26 'occurrence' basis, such insurance shall continue through the term of this Agreement.  
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1 Upon termination of this Agreement or the expiration or cancellation of the claims made  
2 insurance policy CONTRACTOR shall purchase at his sole expense either 1) an Extended  
3 Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from  
4 a new insurer with a retroactive date back to the date of, or prior to, the inception of this  
5 Agreement; or, 3) demonstrate through Certificates of Insurance that CONTRACTOR has  
6 maintained continuous coverage with the same or original insurer. Coverage provided  
7 under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination  
8 of this Agreement.  
9

10 E. General Insurance Provisions - All lines:

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

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

- 3 4. It is understood and agreed by the parties hereto and the CONTRACTOR'S  
4 insurance company(s), that the Certificate(s) of Insurance and policies shall so  
5 covenant and shall be construed as primary insurance, and the COUNTY'S  
6 insurance and/or deductibles and/or self-insured retentions or self-insured programs  
7 shall not be construed as contributory.  
8
- 9 5. CONTRACTOR shall pass down the insurance obligations contained herein to all  
10 tiers of subcontractors working under this Agreement.  
11
- 12 6. Failure by CONTRACTOR to procure and maintain the required insurance shall  
13 constitute a material breach of Agreement upon which COUNTY may immediately  
14 terminate or suspend this Agreement.

15 XII

16 LIMITATION OF COUNTY LIABILITY:

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

21 XIII

22 WARRANTY AGAINST CONTINGENT FEES:

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

5 XIV

6 NONDISCRIMINATION:

7 A. Employment:

- 8
- 9 1. Affirmative Action shall be taken to ensure that applicants are employed, and  
10 that employees are treated during employment, without regard to their race,  
11 religion, color, sex, national origin, age, sexual preference, or disabilities. Such  
12 affirmative action shall include, but not be limited to the following:  
13 employment, upgrading, demotion or transfer; recruitment or recruitment  
14 advertising; layoff or termination; rate of pay or other forms of compensation;  
15 and selection for training, including apprenticeship. There shall be posted in  
16 conspicuous places, available to employees and applicants for employment,  
17 notices from DIRECTOR, or his designee, and/or the United States Equal  
18 Employment Opportunity Commission setting forth the provisions of this  
19 Section.  
20
- 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.  
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3. Each labor union or representative of workers with which CONTRACTOR has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or worker's representative of the commitments under this Nondiscrimination Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

B. Services, Benefits, and Facilities:

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

1 Chapter 6 of Division 4 of Title 9 of the CCR, commencing with Section  
2 10800.

- 3 2. For the purpose of this Agreement, discrimination on the basis of race, color,  
4 creed, national origin, sex age, or physical, sensory, cognitive, or mental  
5 disability includes, but is not limited to, the following: denying an otherwise  
6 eligible individual any service or providing benefit which is different, or is  
7 provided in a different manner or at a different time, from that provided to  
8 others under this Agreement; subjecting any otherwise eligible individual to  
9 segregation or separate treatment in any matter related to the receipt of any  
10 services; restricting an otherwise eligible individual in any way in the  
11 enjoyment of any advantages or privilege enjoyed by others receiving any  
12 services or benefit; and/or treating any individual differently from others in  
13 determining whether such individual satisfied any admission, enrollment,  
14 eligibility, membership, or other requirement or condition which individuals  
15 must meet in order to be provided any service or benefit.  
16  
17  
18 3. CONTRACTOR shall further establish and maintain written procedures  
19 under which any person, applying for or receiving services hereunder, may  
20 seek resolution from CONTRACTOR of a complaint with respect to any  
21 alleged discrimination in the provision of services by CONTRACTOR'S  
22 personnel. Such procedures shall also include a provision whereby any such  
23 person, who is dissatisfied with CONTRACTOR'S resolution of the matter,  
24 shall be referred by CONTRACTOR to the DIRECTOR, or his authorized  
25 designee, for the purpose of presenting his or her complaint of alleged  
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1 discrimination. Such procedures shall also indicate that if such person is not  
2 satisfied with COUNTY'S resolution or decision with respect to the  
3 complaint of alleged discrimination, he or she may appeal the matter to the  
4 California State Department of Mental Health. CONTRACTOR will  
5 maintain a written log of 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  
11 from 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 ADP  
2 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 the  
10 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

15 XVI

16 REPORTS:

- 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  
9 17, California Code of Regulations shall be reported to the local health officer  
10 in addition to the State.

11 (d) Poisonings

12 (e) Catastrophes such as flooding, tornado, earthquake or any other natural  
13 disaster

14 (f) Fires or explosions which occur in or on the premises

15 (2) Information provided shall include the following:

16 (a) Residents' name, age, sex, and date of admission

17 (b) Date, time and nature of the event

18 (c) Attending physician's name, findings and treatment, if any.

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

21 (1) The organizational changes specified in Section 10531(a) of this  
22 subchapter

23 (2) Any change in the licensee's or applicant's mailing address

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

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

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

- 12 1. Ensure that CONTRACTOR provides notice to all its clients of their right to alternative  
13 services if, when and where applicable;
- 14 2. Ensure that CONTRACTOR refers clients to alternative services if, when and where  
15 applicable; and
- 16 3. Fund and/or provide alternative service if, when and where applicable. Alternative  
17 services are services determined by the State to be accessible, comparable, and provided  
18 within a reasonable period of time from another Mental Health and/or Substance Abuse  
19 provider (or alternative provider if, when and where applicable) to which the client has no  
20 objection.  
21

## 22 XVII

### 23 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

24 The CONTRACTOR in this Agreement is subject to all relevant requirements  
25 contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA),  
26 Public Law 104-191, enacted August 21, 1996, Title 42 Code of Federal Regulations, Part  
27 2, and the laws and regulations promulgated subsequent thereto. The CONTRACTOR  
28

1 hereto agrees to cooperate in accordance with the terms and intent of this Agreement for  
2 implementation of relevant law(s) and/or regulation(s) promulgated under this law.

3 XVIII

4 CONFIDENTIALITY:

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

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

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

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

7  
8 D. For purposes of the above paragraphs, identifying information is considered to be any  
9 information that reasonably identifies an individual and their past, present, or future  
10 physical or mental health or condition. This includes, but is not limited to, any  
11 combination of the person's name, address, Social Security Number, date of birth,  
12 identifying number, symbol, or other identifying particular assigned to the individual,  
13 such as finger or voice print, or photograph.

14  
15 E. Notification of Electronic Breach or Improper Disclosure: During the term of this  
16 Agreement, CONTRACTOR shall notify COUNTY immediately upon discovery of  
17 any breach of Protected Health Information (PHI) and/or data where the information  
18 and/or data is reasonably believed to have been acquired by an unauthorized person.  
19 Immediate notification shall be made to the COUNTY Mental Health Compliance  
20 Officer within two (2) business days of discovery at (800) 413-9990. The  
21 CONTRACTOR shall take prompt corrective action to cure any deficiencies and any  
22 action pertaining to such unauthorized disclosures as required by applicable Federal,  
23 State and or County laws and regulations. The CONTRACTOR shall investigate  
24 such breach and provide a written report of the investigation to the COUNTY Mental  
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1 Health Compliance Officer, postmarked within thirty (30) working days of the  
2 discovery of the breach to the address as follows:

3 Attention: Mental Health Compliance Officer

4 Riverside County Department of Mental Health

5 P.O. Box 7549

6 Riverside, CA 92513

7  
8 If the security breach requires notification under Civil Code section 1789.82,  
9 CONTRACTOR agrees to assist the COUNTY in any way, in any action pertaining to such  
10 unauthorized disclosure required by applicable, Federal, State and/or County laws and  
11 regulations.

12  
13 F. Safeguards: The CONTRACTOR shall implement administrative, physical, and  
14 technical safeguards that reasonably and appropriately protect the confidentiality,  
15 integrity, and availability of the Protected Health Information (PHI), included  
16 electronic PHI, that it creates, receives, maintains, or transmits on behalf of DMH;  
17 and to prevent use or disclosure of PHI other than as provided for by this Agreement.  
18 In addition, CONTRACTOR shall develop and maintain a written information  
19 privacy and security program that includes administrative, technical and physical  
20 safeguards appropriate to the size and complexity of the CONTRACTOR's  
21 operations and the nature and scope of its activities. CONTRACTOR shall also  
22 provide COUNTY with a copy of information outlining such safeguards that are  
23 developed and implemented by the CONTRACTOR upon thirty (30) days written  
24 request by the COUNTY.  
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1 G. The CONTRACTOR shall implement strong access controls and other security  
2 safeguards and precautions as noted in the following to restrict logical and physical  
3 access to confidential, personal (e.g. PHI) or sensitive data to authorized users only.  
4 The CONTRACTOR shall enforce the following administrative and technical  
5 password controls on all systems used to process or store confidential, personal, or  
6 sensitive data:  
7

8 1. Passwords must not be:

- 9 A. Shared or written down where they are accessible or recognizable by anyone  
10 else, such as taped to computer screens, stored under keyboards, or visible in  
11 a work area;  
12 B. A dictionary word; and  
13 C. Stored in clear text  
14

15 2. Passwords must be:

- 16 A. Eight (8) characters or more in length  
17 B. Changed every 90 days  
18 C. Changed immediately if revealed or compromised  
19 D. Composed of characteristics from at least three of the following four groups  
20 from the standard keyboard:  
21 1. Upper Case letter (A-Z);  
22 2. Lower case letters (a-z);  
23 3. Arabic numerals (0 through 9); and  
24 4. Non-alphanumeric characters (punctuation symbols)  
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1 H. The CONTRACTOR shall implement the following security controls on each  
2 workstation or portable computing device (e.g., laptop computer) containing  
3 confidential, personal, or sensitive data:

- 4 1. Network-based firewall and/or personal firewall;
- 5 2. Continuously updated anti-virus software; and
- 6 3. Patch management process including installation of all operating  
7 system/software vendor security patches.  
8

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

- 19 1. Mitigation of Harmful Effects. The CONTRACTOR shall mitigate, to the extent  
20 practicable, any harmful effect that is known to CONTRACTOR of a use or  
21 disclosure of PHI by CONTRACTOR or its subcontractors in violation of the  
22 requirements of these Provisions.  
23
- 24 2. Employee Training and Discipline. The CONTRACTOR shall train and use  
25 reasonable measures to ensure compliance with the requirements of these  
26 Provisions by employees who assist in the performance of functions or activities  
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1 on behalf of COUNTY under this Agreement and use or disclose PHI; and  
2 discipline such employees who intentionally violate any of these Provisions,  
3 including termination of employment.

4 3. Disclaimer. COUNTY makes no warranty or representation that compliance by  
5 CONTRACTOR with these Provisions, HIPAA or HIPAA regulations will be  
6 adequate or satisfactory for CONTRACTOR's own purposes or that any  
7 information in CONTRACTOR's possession or control, or transmitted or  
8 received by CONTRACTOR, is or will be secure from unauthorized use or  
9 disclosure. CONTRACTOR is solely responsible for all decisions made by  
10 CONTRACTOR regarding the safeguarding of PHI.  
11

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

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

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

4 XIX

5 RECORDS/INFORMATION AND RECORD RETENTION:

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

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

3 B. Financial Records. CONTRACTOR shall maintain complete financial records that  
4 clearly reflect the cost of each type of service for which payment is claimed. Any  
5 apportionment of costs shall be made in accordance with generally accepted accounting  
6 principles and shall evidence proper audit trails reflecting the true cost of the services  
7 rendered. Allowable costs shall be those costs defined in Centers for Medicare and  
8 Medicaid Services Manual (CMS 15-1). Statistical data shall be kept and reports made as  
9 required by the DIRECTOR, or his designee, and the State of California. All such records  
10 shall be available for inspection by the designated auditors of COUNTY or State at  
11 reasonable times during normal business hours.  
12

13  
14 C. Financial Record Retention. Appropriate financial records shall be maintained and  
15 retained by CONTRACTOR for at least five (5) years or, in the event of an audit exception  
16 and appeal, until the audit finding is resolved, whichever is later.

17  
18 D. Patient/Client Record Retention. Patient/Client records shall be maintained and  
19 retained by CONTRACTOR for a minimum of seven (7) years following discharge of the  
20 client. Records of minors shall be kept for seven (7) years after such minor has reached the  
21 age of eighteen years. Thereafter, the client file is retained for seven (7) years after the  
22 client has been discharged from services.

23  
24 E. Shared Records/Information. CONTRACTOR and COUNTY shall maintain a  
25 reciprocal shared record and information policy, which allows for sharing of client records  
26 and information between CONTRACTOR and COUNTY. Either COUNTY or  
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1 CONTRACTOR shall not release these client records or information to a third party without  
2 a valid authorization.

3 F. Records Ownership. COUNTY is the owner of all patient care/client records. In the  
4 event that the contract is terminated, the CONTRACTOR is required to prepare and box the  
5 client medical records so that they can be archived by the COUNTY, according to the  
6 procedures developed by the COUNTY. The COUNTY is responsible for taking possession  
7 of the records and storing them according to regulatory requirements. The COUNTY is  
8 required to provide the CONTRACTOR with a copy of any medical record that is requested  
9 by the CONTRACTOR, as required by regulations, at no cost to the CONTRACTOR, and  
10 in a timely manner.  
11

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

3 CONTRACTOR shall comply with the staffing expectations as required by state  
4 licensing requirements and as may be additionally described in Exhibit A. Such personnel  
5 shall be qualified, holding appropriate license(s)/certificate(s) for the services provided in  
6 accordance with the WIC Section 5751.2, the requirements set forth in Title 9 of the  
7 California Code of Regulations (CCR), the Business and Professions Code, State  
8 Department of Mental Health policy letters, and any amendments thereto. CONTRACTOR  
9 shall maintain specific job descriptions/duty statements for each position describing the  
10 assigned duties, reporting relationship, and shall provide sufficient detail to serve as the  
11 basis for an annual performance evaluation. Furthermore, CONTRACTOR acknowledges  
12 all its officers; employees, associates, and agents providing services hereunder are eligible  
13 for reimbursement for said services by their exclusion from the Federal "List of Excluded  
14 Parties" registry.  
15

16  
17 A. During the term of this Agreement, CONTRACTOR shall maintain and shall provide  
18 upon request to authorized representatives of COUNTY, the following:  
19

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

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

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

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

E. CONTRACTOR shall establish and disseminate written policies for all employees that include detailed information about the False Claims Act and the other provisions named in section 1902(a)(68)(A). Included in these written policies shall be detailed information about CONTRACTOR'S policies and procedures for detecting and

1 preventing fraud, waste, and abuse in federal, state and local health care programs.  
2 CONTRACTOR shall also include in any employee handbook a specific discussion  
3 of the laws described in the written policies, the rights of employees to be protected  
4 as whistleblowers, and a specific discussion of CONTRACTOR'S policies and  
5 procedures for detecting and preventing fraud, waste and abuse.

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

13  
14 G. CONTRACTOR is responsible for notifying the COUNTY of all changes to indirect  
15 and direct personnel service providers that will have an impact on its Electronic  
16 Management of Records (ELMR) system. These changes include, but are not  
17 limited to, adding new personnel, modifying existing personnel, or terminating  
18 personnel. CONTRACTOR is responsible for completing the attached Computer  
19 Account Request Form (CARF)-BOILERPLATE-ATTACHMENT A; when such  
20 changes occur and will have an impact on ELMR data entry or system access, and  
21 shall submit, via email, the completed CARF form to its designated COUNTY  
22 Program Analyst for review and approval. The COUNTY designated Program  
23 Analyst will then review CARF for accuracy and will then submit CARF to the  
24 COUNTY's Information Technology (I.T.) staff for processing. The COUNTY's  
25 designated Program Analyst will communicate with the CONTRACTOR, via email,  
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1 with confirmation of submission for processing, and a COUNTY I.T. or ELMR  
2 personnel will contact the CONTRACTOR direct, via telephone, to confirm receipt  
3 of the CARF and provide confirmation that computer access has been granted or  
4 changed as requested by the CONTRACTOR.

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

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

3 XXI

4 CULTURAL COMPENTENCY

5 A. CONTRACTOR shall provide services pursuant to this Agreement in a culturally  
6 competent manner by recruiting, hiring, maintaining and providing staff who can  
7 deliver services in the manner specified to the diverse multi-cultural population  
8 served under this Agreement. CONTRACTOR shall provide multi-cultural services  
9 in a language appropriate and culturally sensitive manner, in a setting accessible to  
10 diverse communities. Multi-cultural diversity includes, but is not limited to,  
11 ethnicity; age; sexual preference; gender and persons who are disabled.  
12 CONTRACTOR shall document its efforts to provide multi-cultural services in the  
13 manner specified. Documentation may include, but is not limited to the following:  
14 records in personnel files attesting to efforts made in recruitment and hiring  
15 practices; participation in COUNTY sponsored and other cultural competency  
16 training; the availability of literature in multiple languages/formats as appropriate;  
17 and identification of measures taken to enhance accessibility for, and sensitivity to,  
18 persons with disabilities .  
19

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

3 2. CONTRACTOR shall provide services that are non-discriminatory and that  
4 meet the individual needs of the multi-cultural beneficiaries to be served.  
5 CONTRACTOR shall ensure that high quality accessible mental health care  
6 includes:

- 7
- 8 a. Clinical care and therapeutic interventions which are linguistically and  
9 culturally appropriate; including, at a minimum, admission, discharge,  
10 and medication consent forms available in Spanish.
  - 11 b. Have a comprehensive management strategy to address culturally and  
12 linguistically appropriate services, including strategic goals, plans,  
13 policies, procedures and designated staff responsible for implementation.
  - 14 c. Medically appropriate interventions, which acknowledge specific cultural  
15 influences.
  - 16 d. Provision and utilization of qualified interpreters within twenty-four (24)  
17 hours of identified need.
  - 18 e. Screening and certification of interpreters as specified in subparagraph 3  
19 a below.
  - 20 f. Training to mental health providers in building the cultural knowledge  
21 and skill required to provide culturally appropriate treatment of client  
22 population served.  
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- 1 g. Develop and implement a strategy to recruit, retain and promote  
2 qualified, diverse and culturally competent administrative, clinical and  
3 support staff that are trained and qualified.
- 4 h. Client related information translated into the various languages of the  
5 diverse populations served.
- 6 i. Provide oral and written notices, including translated signage at key  
7 points of contact, to clients in their primary language informing them of  
8 their right to receive no-cost interpreter services.

9  
10 3. CONTRACTOR shall make available bilingual professional staff or qualified  
11 interpreter to ensure adequate communication between clients and mental  
12 health staff. Any individual with limited English language capability or other  
13 communicative barriers shall have equal access to mental health services.

14  
15 a. A qualified interpreter is defined as someone who is fluent in English and  
16 in the necessary second language, who can accurately speak, read and  
17 readily interpret the necessary second language and/or accurately sign and  
18 read sign language. A qualified interpreter must be able to translate in  
19 linguistically appropriate mental health terminology necessary to convey  
20 information such as symptoms or instructions to the client in both  
21 languages.

22  
23 b. A fluently bilingual person, who is not trained in the provision of mental  
24 health services, must complete training prior to providing services, which  
25 covers terms and concepts associated with mental health medications, and  
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1 cultural beliefs and practices which may influence the client's mental  
2 health condition.

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

9  
10 Riverside County Department of Mental Health Cultural Competency Program

11 P.O. Box 7549

12 Riverside, California 92513

13 Attention: Cultural Competency Manager

14 Fax: 951-358-4792

- 15  
16 5. CONTRACTOR agrees to meet with COUNTY'S Cultural Competency  
17 Program Manager, as needed by the CONTRACTOR and as coordinated by  
18 the COUNTY, to determine and implement cultural competency activities that  
19 shall include, but is not limited to, compliance with the cultural competency  
20 requirements outlined in Section XXI of this Agreement.  
21  
22 6. COUNTY will provide technical assistance to CONTRACTOR in the areas of  
23 cultural competency as needed and requested by CONTRACTOR.  
24  
25 7. CONTRACTOR will be responsible for participating in cultural competency  
26 trainings as required by the COUNTY'S Cultural Competency Plan. The  
27 following is a partial list of annual cultural competency trainings and topics  
28

that may be available through the COUNTY to assist CONTRACTORS with meeting training requirements, though capacity will be limited: Cultural Formulation; Multicultural Knowledge; Cultural Sensitivity; Cultural 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 1 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 <b>Total: 41</b>	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



1 extensions must be put in writing and mailed or faxed to the COUNTY'S  
2 Cultural Competency Program Manager at the contact information listed herein.

3 XXII

4 INFORMING MATERIALS:

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

14 XXIII

15 CONFLICT OF INTEREST:

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

20 XXIV

21 PATIENT RIGHTS:

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

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4 XXV

5 WAIVER OF PERFORMANCE:

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

9  
10 XXVI

11 DRUG-FREE WORKPLACE CERTIFICATION:

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

- 18  
19 A. Publish a statement notifying employees that unlawful manufacture, distribution,  
20 dispensation, possession, or use of controlled substances is prohibited and specifying  
21 actions to be taken against employees for violations, as required by Government  
22 Code Section 8355 (a).  
23  
24 B. Establish a Drug-Free Awareness Program as required by Government Code Section  
25 8355 (a) to inform employees about all of the following:  
26  
27 1. The dangers of substance abuse in the workplace.  
28 2. The CONTRACTOR'S policy of maintaining a drug-free workplace.

1 3. Any available counseling, rehabilitation, and employee assistance programs.

2 4. Penalties that may be imposed upon employees for substance abuse violations.

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

5 1. Will receive a copy of the CONTRACTOR'S drug-free policy statement, and

6 2. Will agree to abide by the terms of the CONTRACTOR'S statement as a  
7 condition of employment on the contract.  
8

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

13 1. The CONTRACTOR has made a false certification or,  
14

15 2. Violates the certification by failing to carry out the requirements as noted  
16 above.  
17

18 XXVII

19 TERMINATION PROVISIONS:

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

22 B. Termination does not release CONTRACTOR from the responsibility of securing  
23 Protected Health Information (PHI) data.

24 C. The COUNTY may terminate this Agreement upon thirty (30) days written notice  
25 served upon the CONTRACTOR if sufficient funds are not available for  
26 continuation of services.  
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- 1 D. The COUNTY reserves the right, to terminate the Agreement without warning at the  
2 discretion of the Director or designee, when CONTRACTOR has been accused  
3 and/or found to be in violation of any County, State, or Federal laws and regulations.
- 4 E. The COUNTY may terminate this Agreement immediately due to a change in  
5 status, delegation, assignment or alteration of the Agreement not consented to by  
6 COUNTY.
- 7
- 8 F. The COUNTY may terminate this Agreement immediately if, in the opinion of the  
9 Director of Mental Health, CONTRACTOR fails to provide for the health and safety  
10 of patients served under this Agreement. In the event of such termination, the  
11 COUNTY may proceed with the work in any manner deemed proper to the  
12 COUNTY.
- 13
- 14 G. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY  
15 may take one or more of the following actions as appropriate:
- 16 a. Temporarily withhold payments pending correction of the deficiency.
- 17 b. Disallow (that is deny funds) for all or part of the cost or activity not in  
18 compliance.
- 19 c. Wholly or partially suspend or terminate the Agreement and if necessary,  
20 request repayment to COUNTY if any disallowance is rendered after audit  
21 findings.
- 22
- 23
- 24 H. After receipt of the Notice of Termination, pursuant to Paragraphs A, B, C, D, E, or  
25 F above, or the CONTRACTOR is notified that the Agreement will not be extended  
26 beyond the termination date as specified in Section II, PERIOD OF  
27 PERFORMANCE.  
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1. CONTRACTOR shall:

- a. Stop all services under this Agreement on the date, and to the extent specified, in the Notice of Termination;
- b. Continue to provide the same level of care as previously required under the terms of this Agreement until the date of termination;
- c. If clients are to be transferred to another facility for services, furnish to COUNTY, upon request, all client information and documents deemed necessary by COUNTY to affect an orderly transfer;
- d. If appropriate, assist COUNTY in effecting the transfer of clients in a manner consistent with the best interest of the clients' welfare;
- e. Cancel outstanding commitments covering the procurement of materials, supplies, equipment and miscellaneous items. In addition, CONTRACTOR shall exercise all reasonable diligence to accomplish the cancellation of outstanding commitments required by this Agreement, which relate to personal services. With respect to these canceled commitments, the CONTRACTOR agrees to provide a written plan to Director (or his designee) within thirty (30) days for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitments. Such plan shall be subject to the approval or ratification of the COUNTY, which approval or ratification shall be final for all purposes of this clause;
- f. Transfer to COUNTY and deliver in the manner, at the times, and to the extent, if any, as directed by COUNTY, any equipment which, if the

1 Agreement had been completed, would have been required to be furnished to  
2 COUNTY; and

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

7  
8 i. COUNTY shall continue to pay CONTRACTOR at the same rate as  
9 previously allowed until the date of termination, as determined by the Notice  
10 of Termination.

11 I. The CONTRACTOR shall submit a termination claim to COUNTY promptly after  
12 receipt of a Notice of Termination, or on expiration of this Agreement as specified in  
13 Section II, PERIOD OF PERFORMANCE, but in no event, later than thirty-two  
14 (32) days from the effective date thereof, unless an extension, in writing, is granted  
15 by the COUNTY.  
16

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

4 K. The rights and remedies of COUNTY provided in this section shall not be exclusive  
5 and are in addition to any other rights and remedies provided by law or under this  
6 Agreement.  
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8 XXVIII

9 DISPUTE:

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

SEVERABILITY:

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

XXX

VENUE:

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

XXXI

NOTICES:

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



1 CONTRACTOR:

2 CORONA REGIONAL MEDICAL CENTER  
3 730 MAGNOLIA AVENUE  
4 CORONA, CA 92879

COUNTY:

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

6 INFORMATIONAL COPY TO:

7 RIVERSIDE COUNTY  
8 DEPARTMENT OF MENTAL HEALTH  
9 P.O. BOX 7549  
10 RIVERSIDE, CA 92513-7549  
11 ATTENTION: PROGRAM SUPPORT

12 XXXII

13 MEETINGS:

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

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20 FY 14/15 KS/STL/WMC  
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**EXHIBIT A**  
**SCOPE OF WORK**

**CONTRACTOR NAME:** Corona Regional Medical Center  
**PROGRAM NAME:** Managed Care - MediCal  
**DEPARTMENT ID:** N/A

**I. SERVICES TO BE PROVIDED:**

CONTRACTOR shall provide services in accordance with Welfare and Institutions Code Section 5600 et seq. and herein identified as:

Psychiatric inpatient hospital services provided in an acute care hospital or a freestanding psychiatric hospital for the care and treatment of an acute episode of mental illness for Riverside County Medi-Cal beneficiaries certified as eligible under Title 22, Section 51001. Services provided in a free standing hospital may only be reimbursed for persons age twenty-one (21) or younger and sixty-five (65) or older. Services provider by CONTRACTOR shall be the same regardless of the beneficiary ability to pay or source of payment. Inpatient mental health services include clinical and medical services which are generally recognized and accepted for the diagnosis and treatment of mental illness or serious emotional disturbance, as clinically necessary.

CONTRACTOR will accept all patients referred by COUNTY (unless no bed is available) who meet the following specifications:

- A. Current mental status examination, provided by a licensed individual, shows that client is in need of in-patient hospitalization.
- B. A current medical assessment has been done that states the patient is medically cleared (i.e., patient could be released to outpatient level of care but for mental disorder). This will be included with transfer material.

1 In addition, if client is on 5150 status, the original of the 5150 will be forwarded to  
2 the CONTRACTOR. This will include, if danger to self or others, the current means  
3 and intent to carry out ideation. Name, address and telephone number (when  
4 available) of family member/responsible party and payer source will also be included  
5 with the referral.

6 The following services will be provided by CONTRACTOR:

- 7 1. Bed, board and hospital based ancillary services. This does not  
8 include non-hospital based physician or psychologist services rendered  
9 to a beneficiary covered under the Agreement unless the hospital is a  
10 Short-Doyle/Medi-Cal Hospital.
- 11 2. Twenty-four (24) hour nursing care.
- 12 3. Physical and mental examination within twenty-four (24) hours of  
13 admission for assessment and diagnosis to be performed by physicians  
14 who are at least board-eligible in a primary care medical specialty (for  
15 physical exam and non-psychiatric medical services) or psychiatry (for  
16 psychiatric services, including drug/alcohol screening. Assessments  
17 (written or dictated) need to be in the chart within (24) hours of the  
18 patient's admission to ensure support staff clearly understands  
19 treatment goals and treatment direction.
- 20 4. Administration and supervision of the clinical use of psychotropic  
21 medications.
- 22 5. Provide a prescription to facilitate a minimum of a two (2) week  
23 supply of psychotropic medication at discharge.
- 24 6. Individual and group psychotherapy.
- 25 7. Art, recreational and vocational therapy.
- 26 8. Psychological testing and consultation directly related to evaluation  
27 and diagnosis, as indicated.
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- 9. Clinical laboratory services, as needed.
- 10. A psycho-social assessment is to be completed and placed in the chart within forty-eight (48) hours of admission.
- 11. CONTRACTOR will ensure that each client has an individualized treatment plan to be reviewed daily. The treatment plan must identify the following areas:
  - Diagnoses, complaints and complications indicating the need for admission
  - A description of the functional level of the beneficiary
  - Objectives
  - Any order for:
    1. Medications;
    2. Treatments;
    3. Restorative and rehabilitative services;
    4. Activities;
    5. Therapies;
    6. Social services;
    7. Diet; and
    8. Special procedures recommended for the health and safety of the beneficiary.
  - Plans for continuing care.
  - Plans for discharge. NOTE: Parents, family members and other advocates can be included in this process as selected by the adult client.
  - Documentation of the beneficiary's degree of participation in and agreement with the plan.
  - Client's signature or a statement describing client's participation.

1 (If the client refuses to sign then a statement to that effect will  
2 suffice. The signature or refusal of the patient to sign must be on  
3 the treatment plan itself).

- 4 • Documentation of the physician's establishment of this plan.
- 5 • The physician's signature. (Signature required to authorize care.)

6 Progress note will be written daily in the chart by the attending  
7 licensed clinician and at least once per shift by the nursing staff. The  
8 progress note should reflect the initial medication evaluation (to be  
9 completed within the first twenty-four hour period). A re-evaluation  
10 of the medication status needs to be reflected in the progress notes  
11 within forty-eight (48) hours. In addition, if medications are not  
12 prescribed during the initial and subsequent medical evaluation, the  
13 clinician needs to document reason for decision. This medication re-  
14 evaluation will be repeated at least every forty-eight (48) hours and  
15 will include the rationale for all new medications ordered during  
16 period of hospitalization whether or not client is prescribed  
17 medications. All medication consents must include medication, route,  
18 range, frequency, date, time, patient and physician signature. Each  
19 day's documentation must support medical necessity. The daily  
20 progress note should reflect specific behaviors that support why this  
21 client needs to be treated at an acute level of care and why this patient  
22 cannot be safely cared for at a lower level of care, i.e. IMD, ABC.

- 23 12. Social services to include independent social histories, liaison with  
24 caregivers and COUNTY agencies, and discharge planning, to be  
25 provided by a Licensed mental health professional or another qualified  
26 mental health practitioner under supervision of a qualified fully license  
27 mental health professional; assigned primarily to COUNTY patients.  
28 Documented discharge planning to be done seven days a week.

1 Documentation should reflect ongoing interface with the outpatient  
2 liaison, i.e., Case Manager, IRC, DPSS, Public Guardian, etc., regarding  
3 placement. Treatment team meetings shall be held with notification to  
4 appropriate COUNTY staff.

5 13. It is the COUNTY'S expectation that daily educational and/or remedial  
6 services for children / youth, provided by certified teachers / school  
7 personnel be available.

8 14. A written discharge plan given to the patient, to the patient's  
9 conservator, guardian, or other legally authorized representative, prior  
10 to the patient's discharge from the facility. The written aftercare plan  
11 shall include, to the extent know, all of the following components:

- 12 • The nature of the illness and follow-up required.
- 13 • Medications including side effects and dosage schedules. If the  
14 patient was given an informed consent form with his or her  
15 medications, the form shall satisfy the requirement for information  
16 on side effects of the medications.
- 17 • Expected course of recovery.
- 18 • Recommendations regarding treatment that are relevant to the  
19 patient's care.
- 20 • Referrals to providers of physical and mental health services.
- 21 • Other relevant information, including where placement is effected.
- 22 • The patient shall be advised by facility personnel that he or she  
23 may designate another person to receive a copy of the aftercare  
24 plan. A copy of the aftercare plan shall be given to any person  
25 designated by the patient.
- 26 • Immediate linkage with outpatient services. The patient's  
27 Aftercare Summary needs to include clinic name, phone number,  
28 and the specific date of the follow up appointment. In the case of

1 children and youth, CONTRACTOR will be expected to designate  
2 a Social Worker to work with family and to complete psycho-  
3 social evaluations as well as participate in treatment interventions.  
4 For children in placement, Social Worker will need to secure the  
5 Medical Declaration for all medications ordered.

6 15. When a patient no longer meets acute stay criteria, but placement has  
7 not yet been secured, then the physician notes need to reflect that the  
8 client is at the Administrative Day level. Please note Room & Board,  
9 plans to discharge to self or family and Homeless referrals do not  
10 qualify for Administrative Day designation.

11 16. Administrative Day services are designated when there is no  
12 appropriate, non-acute treatment facility in a reasonable geographic  
13 area and the hospital documents contacts with a minimum of five  
14 appropriate, non-acute treatment facilities per week subject to the  
15 following:

- 16 a. Quality Improvement-Inpatient Authorization Appeals may waive  
17 the five contact requirements, if there are fewer than five  
18 appropriate non-acute treatment facilities available once all  
19 available placement options (within a reasonable geographic area)  
20 have been contacted during the week. At least one documented  
21 contact must be logged each subsequent week until the patient is  
22 successfully placed and/or discharged. If there are NO additional  
23 placement resources to contact during each reporting week, (i.e., if  
24 there are less than five contacts) then the log/documentation will  
25 need to include the statement, ALL AVAILABLE PLACEMENT  
26 CONTACT(S) ARE REFLECTED IN ABOVE DOCUMENTATION.  
27 b. The lack of placement options at appropriate, non-acute treatment  
28 facilities and the contacts made are documents to include:

- 1) The status of the placement option;
- 2) The date of the contact; and
- 3) The signature of the person making contact.

17. Routine treatment documentation needs to continue throughout entire hospitalization. A professional visit by a psychiatrist is required every day when the patient is on Administrative Day status and will include documentation in the progress notes. There may be times when the patient will move from their baseline, i.e., Administrative Day status back to Acute status and then back again to Administrative Day status so documentation must reflect/support these changes.

18. Length of stay (LOS) will depend on clinical need/medical necessity for each patient; average LOS will be expected to be comparable to that of COUNTY and other contract hospitals for same patient population.

II. SERVICES:

CONTRACTOR shall also provide the following services as defined in the State Department of Mental Health's Cost Reporting and Data Collection (CR/DC) Manual:

<u>Mode of Service</u>	<u>Service Function</u>
24 – Hour Care	Local Hospital

In addition to routine nursing care, services shall include professional staff services, ancillary services as required, medication, diagnostic and psycho-social workups, psychological testing as needed, audiometric screening, interpretive and hearing impaired services, arrangements for medical treatment of illnesses or injury, an educational program, an aftercare plan at point of discharge which shall include recommendations for continued care, referrals for conservatorship in accordance with established COUNTY procedures and certification review hearings.



1 III. TRANSPORTATION SERVICES:

2 CONTRACTOR shall provide to the COUNTY under this Agreement the following,  
3 but not limited to, transportation services:

- 4 A. CONTRACTOR shall provide transportation services, in the event that a  
5 Riverside County client is admitted for in-patient treatment at  
6 CONTRACTOR'S facility and at the time of discharge requires transportation  
7 back to their living situation.
- 8 B. CONTRACTOR will provide COUNTY with secure non-emergency  
9 transportation services for non-ambulatory mental health clients and/or dangerous  
10 mentally ill clients to/from various facilities as instructed and preauthorized by  
11 the COUNTY (see Pre-authorization Form-Exhibit A, Attachment A) via fax.
- 12 C. CONTRACTOR(s) is to provide trips that cannot be served or provided by  
13 COUNTY emergency vehicles because the nature of the client is such that  
14 additional security is required for the safety of the client and the public and/or  
15 because client is not ambulatory at the time of transport.
- 16 D. CONTRACTOR shall provide COUNTY with written notice (via fax and Pre-  
17 Authorization Form-Exhibit A, Attachment A), normally between 24 and 72  
18 hours, of COUNTY CLIENT transportation needs and to confirm authorization.  
19 CONTRACTOR shall request and schedule transportation services for applicable  
20 COUNTY clients. COUNTY reserves the right to request a small number of trips  
21 that will be considered as same-day/immediate pick-up assistance.  
22 CONTRACTOR still is required to obtain a pre-authorization for same-  
23 day/immediate transportation service.
- 24 E. CONTRACTOR shall confirm with the COUNTY transportation arrangements  
25 for each trip, at least one day prior to the scheduled services being performed.
- 26 F. CONTRACTOR shall ensure all vehicles are maintained appropriately and that all  
27 safety apparatus are functioning properly. Each rider (COUNTY Client and  
28 CONTRACTOR service provider) must be secured in a seatbelt, and vehicles

1  
2 must be equipped to transport wheelchairs.

3 G. CONTRACTOR shall ensure all employees involved in transporting COUNTY  
4 clients are trained in and understand HIPAA guidelines.

5 H. CONTRACTOR shall possess and maintain all licenses/permits/certification  
6 necessary to provide secure non-emergency transportation services to mental  
7 health clients.

8 I. CONTRACTOR will make every effort to mobilize the client's resources to  
9 transport and if all those efforts fail will proceed as follows:

10 1. Notify the Regional Liaison that the client is being discharged and that  
11 the patient has no mode of transportation back to their living situation.

12 2. The Regional Liaison will decide whether to arrange transport through  
13 County resources or to authorize CONTRACTOR to arrange transport  
14 for them. The Regional Liaison will be available during regular  
15 business hours Monday through Friday. After hours and weekend  
16 transportation approval will be obtained by contacting the Quality  
17 Improvement-Inpatient Authorization Appeals Supervisor. In the  
18 event that the Regional Liaison cannot be reached during regular  
19 business hours Monday through Friday, the Quality Improvement-  
20 Inpatient Authorization Appeals Supervisor will also be available for  
21 approval.

22 3. Approval for all transport is necessary before reimbursement will be  
23 considered. CONTRACTOR will only provide transportation services  
24 for clients from areas designated by the COUNTY as Mid-County  
25 Region and Desert Region.

26 IV. TARGET GROUP TO BE SERVED:

27 Persons to be served under this Agreement shall be emotionally disturbed minors  
28 and adults in need of mental health services.

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V. REFERRALS:

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

VI. ADMISSION POLICIES:

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

VII. STAFFING:

CONTRACTOR certifies that all personnel are qualified, hold appropriate licenses in accordance with Welfare and Institutions Code Section 5600.2 and all other applicable requirements of Code and State policy letters. During the term of this Agreement, CONTRACTOR shall have available and shall provide upon request to authorized representatives of COUNTY a list of persons by title, professional degree and experience who are providing services hereunder. The number, classification, supervision and training of personnel at CONTRACTOR's site(s) of service shall reflect the understandings reached during the negotiation of this Agreement and reasonable workload standards.

VIII. ASSESSMENT:

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

IX. GENERAL:

CONTRACTOR shall provide psychiatric inpatient hospital services to Riverside COUNTY eligible beneficiary in need of such services and assumes full

1 responsibility for provision of all psychiatric inpatient hospital services, either  
2 directly, through subcontractors or as otherwise provided in this Agreement.  
3 CONTRACTOR shall accept as payment in full for these psychiatric inpatient  
4 hospital services payment from the COUNTY as provided in Exhibit C,  
5 Reimbursement and Payment, attached hereto and by reference incorporated herein,  
6 or as otherwise provided in this Agreement.

7 COUNTY hereby represents and warrants that neither COUNTY, its employees nor  
8 its principals (if applicable) have been convicted of a criminal offense or are  
9 presently debarred, suspended, proposed for debarment, declared ineligible, or  
10 excluded from participation in any state or federally funded program, including  
11 Medicare and Medicaid. COUNTY hereby agrees to immediately notify  
12 CONTRACTOR of any threatened, proposed, or actual debarment, suspension, or  
13 exclusion from any state or federally funded program during the term of the  
14 Agreement, or if at any time after effective date of this Agreement it is determined  
15 that COUNTY is in breach of this Section, this Agreement shall, as of the effective  
16 date of such action or breach, automatically terminate.

17 X. SERVICE LOCATIONS:

18 CONTRACTOR shall provide psychiatric inpatient hospital services under this  
19 Agreement only at the following CONTRACTOR facility (ies):

20 CORONA REGIONAL MEDICAL CENTER  
21 730 MAGNOLIA AVENUE  
22 CORONA, CA 92879

23 CONTRACTOR shall notify in writing consent of Director at least seventy (70) days  
24 before terminating services at such location(s) and/or before commencing such  
25 services at any other locations(s).

26 XI. QUALITY OF CARE:

27 As express conditions precedent to maturing the COUNTY'S payment obligation  
28 under the terms of this Agreement whether performed directly or through the

1 instrumentality of a sub as permitted under this Agreement, CONTRACTOR shall:

- 2 A. Take such action as required by CONTRACTOR'S Medical Staff Bylaws  
3 against medical staff members who violate those bylaws, as the same may be  
4 from time to time amended.
- 5 B. Provide psychiatric inpatient hospital services in the same manner to  
6 beneficiaries as it provides to all patients to whom it renders psychiatric  
7 inpatient hospital services.
- 8 C. Not discriminate against beneficiaries in any manner, including admission  
9 practices, placement in special or separate wings or rooms, provision of  
10 special or separate meals.

11 **XII. BILINGUAL SERVICES:**

12 When the community potentially served by the CONTRACTOR consists of non-  
13 English or limited-English speaking persons, the CONTRACTOR shall take all steps  
14 necessary to develop and maintain appropriate capability for communicating in any  
15 necessary second language, including, but not limited to the employment of, or  
16 contracting for, in public contacts positions of persons qualified in the necessary  
17 second languages in a number sufficient to ensure full and effective communication  
18 between the non-English and limited-English speaking applicants for, and  
19 beneficiaries of the CONTRACTOR'S services.

20 **XIII. CULTURALLY COMPETENT SERVICES:**

21 CONTRACTOR shall provide culturally competent, age appropriate services where  
22 feasible.

23 **XIV. PRIOR AUTHORIZATION:**

24 CONTRACTOR and COUNTY agree that COUNTY is responsible for paying for  
25 psychiatric inpatient hospital services, and that, except for emergencies,  
26 CONTRACTOR shall not be entitled to reimbursement for any services provided to a  
27 beneficiary unless CONTRACTOR has obtained the necessary authorization from  
28 COUNTY in accordance with COUNTY'S procedures.

1 XV. PATIENTS'/CLIENTS' RIGHTS:

2 CONTRACTOR, or any delegate performing the covenants of the CONTRACTOR  
3 pursuant to the terms of this Agreement, shall comply with all applicable  
4 patients'/clients' rights provisions, including, but not limited to, Sections 5325 et seq.  
5 of the Welfare and Institutions Code, and Section 70707 of Title 22 of the California  
6 Code of Regulations. Further, CONTRACTOR shall comply with all  
7 patients'/clients' rights and grievance policies provided by COUNTY. COUNTY  
8 Patients' Rights Advocates shall be given access by CONTRACTOR to all  
9 patients/clients, patients'/clients' records, and CONTRACTOR'S personnel in order  
10 to monitor CONTRACTOR'S compliance with all applicable statutes, regulations,  
11 manuals and policies. Complaints by beneficiaries with regard to substandard  
12 conditions may be investigated by the COUNTY, State Department of Mental Health  
13 or by the Joint Commission on Accreditation of Healthcare Organizations, or such  
14 other agency, as required by law or regulation.

15 XVI. CLIENT COMPLAINT RESOLUTION/GRIEVANCE PROCEDURE:

16 CONTRACTOR will participate in the COUNTY Client Complaint/Grievance  
17 Procedure included in the Local Managed Mental Health Care Plan, which may from  
18 time to time be amended. An informal and formal appeal process has been developed  
19 to provide a method for resolving client complaints. Upon admission, all Medi-Cal  
20 clients shall be given a COUNTY informational pamphlet explaining their right to file  
21 a grievance and the methods available to do so. A client assistant should be available  
22 if the client needs help in filing an informal or formal appeal. CONTRACTOR must  
23 abide by decisions of the COUNTY grievance review panels and/or State Hearings  
24 regarding treatment services provided to clients under this Agreement. Non-  
25 compliance in the decisions of the grievance review panel and/or State Hearing may  
26 result in the revocation of this Agreement.

27 XVII. BENEFICIARY EVALUATION OF CONTRACTOR'S SERVICES:

28 CONTRACTOR shall provide a written questionnaire to each beneficiary at the time

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of the beneficiary's admission. The questionnaire shall be approved by the State Department of Mental Health and offer the beneficiary the opportunity to evaluate the care given. The questionnaire shall be collected at the time of discharge and be maintained in the CONTRACTOR'S file for four (4) years and shall be made available to agents of the COUNTY, State Department of Mental Health, and United States Department of Health and Human Services. In addition, CONTRACTOR will participate in all State and COUNTY authorized performance outcome surveys.

**EXHIBIT B - MENTAL HEALTH  
LAWS, REGULATIONS AND POLICIES**

**CONTRACTOR NAME:** Corona Regional Medical Center  
**PROGRAM NAME:** Managed Care – Medi-Cal  
**DEPARTMENT ID:** N/A

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>



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Adult System of Care

California Welfare and Institutions Code Sections 5689 et seq.

Case Management/Service Regulations

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

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

Welfare and Institutions Code 5678-79

Welfare and Institutions Code 5687 (Maintenance of Effort)

42 Code of Federal Regulations 438.608 (Program Integrity Requirements)

California Welfare & Institutions Code Sections 5600.4 and 5699.4

Charges and Billing (Financial Regulations)

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

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

Government Code 8546.7 (Audits)

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

Centers for Medicare and Medicaid Services Manual

Child Abuse Reporting/Child Support

California Penal Code Sections 11164 – 11174.4 et seq.

Family Code, Section 5200 (Child Support)

Children System of Care

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

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Community Care Facilities

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

Community Residential Treatment Program

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

California Welfare & Institutions Code Section 5670 et seq.

California Code of Regulations, Title 22, Division 6.

Confidentiality

California Welfare & Institutions Code Section 5328 - 5330

California Welfare & Institutions Code Section 5330 (Monetary Penalties)

42 CFR 431.300

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

45 CFR 205.50

Elderly and Dependent Adult Abuse Reporting

California Welfare & Institutions Code Sections 15600 et seq.

Health Care Facilities

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

Occupational Safety and Health Administration (OHSA) and Cal OHSA

Homeless Mentally Disabled

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

California Welfare & Institutions Code Section 5680 et seq.

1 Life Support

2 California Welfare & Institutions Code Section 4075 to 4078

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

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

5 Medication Protocol

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

8 Riverside County Mental Health “Medication Guidelines” Publication

9 Minors in Health Care Facilities

10 California Welfare & Institutions Code Section 5751.7

11 Negotiated Net Amount and Negotiated Net Agreements

12 California Welfare and Institutions Code Sections 5705 and 5716

13 Non Discrimination

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

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

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

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

18 Patients Rights

19 California Welfare & Institutions Code Sections 5325 et seq.

20 California Code of Regulations, Title 22, Section 70707

21 Policies

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

24 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)

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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

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28 Rev. 06/26/13 jrc

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

**CONTRACTOR NAME:** Corona Regional Medical Center  
**PROGRAM NAME:** Managed Care – Medi-Cal  
**DEPARTMENT ID:** N/A

**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:

N/A 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:

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

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

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

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

N/A The final year-end settlement for Net Negotiated Amount contract(s) (only) shall be based upon the Net Negotiated Amount, as approved by COUNTY, and not to exceed percentage(s) or amount(s) as specified in the original contract proposal or subsequent negotiations received, made or/and approved by the COUNTY.

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

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

B. FINANCIAL PROVISION:

1. Rate Structure: The CONTRACTOR will be reimbursed at the following per diem rate, which is payment in full for acute psychiatric inpatient hospital services:

2. Acute Psychiatric Inpatient Day: \$765/Day

COUNTY and CONTRACTOR agree to a quarterly review of the above Acute Psychiatric Inpatient rate in relation to the County Inpatient census level.

3. Acute Administrative Day: The rate should be established by the State in accordance with Section 51542, Title 22, California Code of Regulations, plus an allowance for the costs of ancillary services equal to twenty five (25%) percent of the rate established under that section.

C. BUDGET:

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

D. MEDI-CAL (MC):

1. With respect to services provided to Medi-Cal beneficiaries, CONTRACTOR shall comply with applicable Medi-Cal cost containment principles where reimbursement is based on actual allowable cost, approved Medi-Cal rate, RCMAR, Drug Medi-Cal rate, or customary charges (published rate), whichever rate is lower, as specified in Title 19 of the Social Security Act, Title 22 of the California Code of Regulations and applicable policy letters issued by the State. All cost containment reimbursement rates for Drug Medi-Cal shall include a COUNTY administrative fee.
2. RCMAR is composed of Local Matching Funds and Federal Financial Participation (FFP).

E. REVENUES:

As applicable:

1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the Welfare & Institutions Code, and as further contained in the State Department of Health Care Services Revenue Manual, Section 1, CONTRACTOR shall collect revenues for the provision of the services 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

1 shall be reported in their annual Cost Report, and shall be used to offset gross  
2 cost.

- 3 2. CONTRACTOR shall be responsible for checking and confirming Medi-Cal  
4 eligibility for its patient(s)/client(s) prior to the patient(s)/client(s) receiving  
5 services(s) and prior to services being billed in order to ensure proper billing of  
6 Medi-Cal eligible services for all applicable patient(s)/clients(s).
- 7 3. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance,  
8 Medicare, or other third party benefits shall be determined by the  
9 CONTRACTOR at all times for billing or service purposes. CONTRACTOR  
10 shall pursue payment from all potential sources in sequential order, with Medi-  
11 Cal as payor of last resort.
- 12 4. CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare  
13 certified and if CONTRACTOR staff is enrolled in Medicare program), then  
14 insurance and then first party. In addition, CONTRACTOR is responsible for  
15 adhering to and complying with all applicable Federal, State and local Medi-  
16 Cal and Medicare laws and regulations as it relates to providing services to  
17 Medi-Cal and Medicare beneficiaries.
- 18 5. If a client has both Medicare or Insurance and Medi-Cal coverage, a copy of  
19 the Medicare or Insurance Explanation of Benefits (EOB) must be provided to  
20 the COUNTY within thirty (30) days of receipt of the EOB date.
- 21 6. CONTRACTOR is obligated to collect from the client any Medicare co-  
22 insurance and/or deductible if the site is Medicare certified or if provider site is  
23 in the process of becoming Medicare certified or if the provider is enrolled in  
24 Medicare. CONTRACTOR is required to clear any Medi-Cal Share of Cost  
25 amount (s) with the State. CONTRACTOR is obligated to attempt to collect  
26 the cleared Share of Cost amount (s) from the client. CONTRACTOR must  
27 notify the COUNTY in writing of cleared Medi-Cal Share of Cost (s) within  
28 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 Share of Cost documentation to fax number (951) 955-  
7361 **OR** to your organization's appropriate COUNTY Region or Program  
contact. Patients/clients with share of cost Medi-Cal shall be charged their



1 monthly Medi-Cal share of cost in lieu of their annual liability. Medicare  
2 clients will be responsible for any co-insurance and/or deductible for services  
3 rendered at Medicare certified sites.

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

21 F. REALLOCATION OF FUNDS:

- 22 1. No funds allocated for any mode and service function as designated in  
23 Schedule I may be reallocated to another mode and service function unless  
24 prior written consent and approval is received from COUNTY Program  
25 Administrator/Manager and confirmed by the Fiscal Supervisor prior to either  
26 the end of the Contract Period of Performance or the end of the fiscal year  
27 (June 30<sup>th</sup>). Approval shall not exceed the maximum obligation.
- 28 2. In addition, CONTRACTOR may not, under any circumstances and without  
prior written consent and approval being received from COUNTY Program  
Administrator/Manager and confirmed by the Fiscal Supervisor, reallocate  
funds between mode and service functions as designated in the Schedule I that  
are defined as non-billable by the COUNTY, State or Federal governments

1 from or to mode and service functions that are defined as billable by the  
2 COUNTY, State or Federal governments.

- 3 3. If this Agreement includes more than one Exhibit C and/or more than one  
4 Schedule I, shifting of funds from one Exhibit C to another and/or from one  
5 Schedule I to another is also prohibited without prior written consent and  
6 approval being received from COUNTY Program Administrator/Manager and  
7 confirmed by the Fiscal Supervisor prior to the end of either the Contract  
8 Period of Performance or fiscal year.

9 G. RECOGNITION OF FINANCIAL SUPPORT:

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

13 H. PAYMENT:

- 14 1. Monthly reimbursements may be withheld and recouped at the discretion of the  
15 Director or its designee due to material Agreement non-compliance, including  
16 audit disallowances, invoice(s), or Agreement overpayment, and/or adjustments  
17 or disallowances resulting from the COUNTY Contract Monitoring Review  
18 (CMT), COUNTY Program Monitoring, Federal or State Audit, and/or the Cost  
19 Report Reconciliation/Settlement process.  
20 2. In addition, if the COUNTY determines that there is any portion (or all) of the  
21 CONTRACTOR invoice(s) that cannot be substantiated, verified or proven to  
22 be valid in any way for any fiscal year, then the COUNTY reserves the right to  
23 disallow and/or withhold current and/or future payments from CONTRACTOR  
24 until valid, substantial proof of any and/or all items billed for is received,  
25 verified and approved by the COUNTY.  
26 3. In addition to the annual CMT, Program Monitoring, and Cost Report  
27 Reconciliation/Settlement processes, the COUNTY reserves the right to perform  
28 impromptu CMTs without any prior written or verbal notice, or periodic system  
service reviews and subsequent deletes and denial monitoring for this  
Agreement throughout the fiscal year in order to minimize and prevent  
COUNTY and CONTRACTOR loss and/or inaccurate billing and/or reports.  
The COUNTY, at its discretion, may withhold and/or offset invoices and/or

1 monthly reimbursements to CONTRACTOR, at any time without prior  
2 notification to CONTRACTOR, for service deletes and denials that may occur  
3 in association with this Agreement. COUNTY shall notify CONTRACTOR of  
4 any such instances of services deletes and denials and subsequent withholds  
and/or reductions to CONTRACTOR invoices or monthly reimbursements.

5 4. Notwithstanding the provisions of Paragraph H-1 and H-2 above,  
6 CONTRACTOR shall be paid in arrears based upon the actual units of services  
7 provided and entered into the COUNTY'S specified Electronic Management  
8 Information System (MIS).

- 9 a. CONTRACTOR will be responsible for entering all service related data  
10 into the COUNTY's MIS (i.e. Provider Connect or CalOMS) on a  
11 monthly basis and approving their services in the MIS for electronic  
12 batching (invoicing) and subsequent payment.
- 13 b. CONTRACTOR must also submit to the COUNTY a signed Program  
14 Integrity Form (PIF) **attached as Exhibit C, Attachment A** signed by  
15 the Director or authorized designee of the CONTRACTOR organization.  
16 This form must be faxed and/or emailed (PDF format only) to the  
17 COUNTY at 1) for Mental Health fax to: (951) 955-7361, 2) for  
18 Substance Abuse fax to: (951) 683-4904, and/or emailed to  
19 [ELMR\\_PIF@rcmhd.org](mailto:ELMR_PIF@rcmhd.org). The CONTRACTOR PIF form must be  
20 received by the COUNTY via fax and/or email for the prior month no  
21 later than 5:00 p.m. on the fifth (5<sup>th</sup>) working day of the current month.
- 22 c. Failure by the CONTRACTOR to enter and approve all applicable  
23 services into the MIS for the applicable month, and faxing and/or  
24 emailing the signed PIF, will delay payment to the CONTRACTOR  
25 until the required documents as outlined herein are provided.
- 26 d. CONTRACTOR is required to enter all units of service into the  
27 COUNTY'S MIS for the prior month no later than 5:00 p.m. on the  
28 fifth (5<sup>th</sup>) working day of the current month for electronic batching.  
Late entry of services into the COUNTY'S MIS may result in  
financial and/or service denials and/or disallowances to the  
CONTRACTOR.

- 1 5. CONTRACTOR shall work with their respective COUNTY Regions or  
2 Programs to generate a monthly invoice for payment through the MIS batching  
3 process. In addition, the COUNTY will work with the CONTRACTOR to  
4 access data in the MIS in order for the CONTRACTOR to provide a quarterly  
5 report to their designated COUNTY Region/Program describing outcomes, and  
6 progress updates and services delivered based upon the contract's Exhibit A  
7 "Scope of Work".
- 8 6. CONTRACTOR shall provide the COUNTY with all information necessary for  
9 the preparation and submission to the State, if applicable, for all billings, and  
10 the audit of all billings.
- 11 7. In order to insure that CONTRACTOR will receive reimbursement for services  
12 rendered under this Agreement, CONTRACTOR shall be responsible for  
13 notifying Medi-Cal if at any time CONTRACTOR discovers or is made aware  
14 that client Medicare and/or Insurance coverage has been terminated or  
15 otherwise is not in effect.
- 16 8. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will be  
17 paid by the COUNTY thirty (30) calendar days after the date a correct PIF is  
18 received by the COUNTY and invoice is generated by the applicable COUNTY  
19 Region/Program.

18 I. COST REPORT:

- 19 1. For each fiscal year, or portion thereof, that this Agreement is in effect,  
20 CONTRACTOR shall provide to COUNTY two (2) copies, per each Program  
21 Code (formerly known as RU number), an annual Cost Report with an  
22 accompanying financial statement and applicable supporting documentation to  
23 reconcile to the Cost Report within one of the length of times as follows and as  
24 indicated below by an "X":  
25 N/A Thirty (30) calendar days following the end of each fiscal year (June  
26 30<sup>th</sup>), or the expiration or termination of the Agreement, whichever  
27 occurs first.  
28 N/A Forty-five (45) calendar days following the end of each fiscal year  
(June 30<sup>th</sup>), or the expiration or termination of the Agreement,  
whichever occurs first.

1                    N/A    Seventy-Five (75) calendar days following the end of each fiscal year  
2                    (June 30th), or the expiration or termination of the Agreement,  
3                    whichever occurs first.

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

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8. CONTRACTOR shall report Actual Costs separately, if deemed applicable and as per CONTRACTOR Schedule I, to provide Contract Client Ancillary Services, Prescriptions, Health Maintenance Costs, and Flexible funding costs under this Agreement on the annual cost report. Where deemed applicable, Actual Costs for Indirect Administrative Expenses shall not exceed the percentage of cost as submitted in the CONTRACT Request for Proposal or Cost Proposal(s).

7 J. BANKRUPTCY:

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

14 K. AUDITS:

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

1 the Director of Mental Health against amounts due under this Agreement or  
2 Agreement(s) in subsequent years.

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

14 L. TRAINING:

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

24 /Rev. KS/AM/NE/SL/MS 14/15