

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

507



**FROM:** Department of Mental Health

**SUBMITTAL DATE:**  
11/13/2014

**SUBJECT:** Approval of the FY 14/15 Agreement with Palm Springs Unified School District and increase the FY 14/15 Agreement with Victor Community Support Services for a total increase to the In-State Children's Program contracts aggregate of \$2,172,650. (District: All) [\$20,810,625 Annually] State and Federal

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

1. Approve the one year Agreement with Palm Springs Unified School District (PSUSD) as listed in Attachment A in the amount of \$1,742,213 and increase the Victor Community Support Services Agreement by \$430,437;
2. Authorize the Chairman of the Board to sign the Agreement with PSUSD for Mental Health and Medi-Cal services;
3. Increase the previously Board approved aggregate amount for In-State Children's Program services contracts as outlined in Attachment A from \$18,637,975 to \$20,810,625 for FY 2014/2015;

(Continued on page 2)

JW:EE

*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	\$ 20,810,625	\$	\$ 20,810,625	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** 50% Federal and 50% State  
**Budget Adjustment:** NO  
**For Fiscal Year:** 14/15

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

APPROVE

BY: *Jennifer L. Sargent*  
\_\_\_\_\_  
Jennifer L. Sargent

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

Positions Added  
 Change Order

A-30  
 4/5 Vote

**Prev. Agn. Ref.:** 3-21 10/07/2014;  
3-34 07/29/2014

**District:** All

**Agenda Number:**

3-17

PURCHASING & FLEET SERVICES: Lisa Brandl, Director

FORM APPROVED COUNTY COUNSEL  
BY: GREGORY P. PRIAMOS DATE 11/21/14  
Departmental Concurrence

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

**FORM 11:** Approval of the FY 14/15 Agreement with Palm Springs Unified School District and increase the FY 14/15 Agreement with Victor Community Support Services for a total increase to the In-State Children's Program contracts aggregate of \$2,172,650. (District: All) [\$20,810,625 Annually] State and Federal

**DATE:** November 13, 2014

**PAGE:** Page 2 of 3

**RECOMMENDED MOTION: (continued)**

4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 to increase or decrease the Agreements listed in the updated Attachment A, while staying within the newly Board approved aggregate amount of \$20,810,625 based upon the availability of funding, and sign amendments that do not change the substantive terms of the Agreements, including amendments to the compensation provision that do not exceed the annual CPI rates through June 30, 2015; and
5. Exempt the County Purchasing Agent from the sole source requirement when adding new vendors not to exceed \$100,000 without securing competitive bids in accordance with Ordinance 459 while staying within the newly Board approved aggregate amount of \$20,810,625.

**BACKGROUND:**

**Summary**

The Department of Mental Health (DMH) operates a continuum of care system that consists of County-operated and contracted service providers delivering a variety of mental health treatment services within each geographic region of Riverside County.

On July 29, 2014, (3-34), the Board of Supervisors approved the Department of Mental Health's combined aggregate for FY 14/15 In-State Children's Program Mental Health Services Agreements. On October 7, 2014, (3-21), the Board of Supervisors approved Agreements with Olive Crest and Oak Grove to provide additional Wraparound and Medi-Cal services.

**Impact on Citizens and Businesses**

PSUSD will be providing various outpatient mental health services to Medi-Cal consumers including: Case Management and Brokerage, Group Therapy, Family Therapy, Individual Assessment, Individual Therapy and Crisis Intervention. The services will be provided on location at the PSUSD mental health clinic, as well as, in the field at the numerous schools and alternative programs in PSUSD. The maximum cost of these services is \$1,742,213 for FY 14/15.

In addition, due to an increase in consumer demand for the Pathways to Wellness program at Victor Community Support Services (VCSS) – Lake Elsinore/Perris, the DMH is requesting an increase of \$430,437 to the previously Board approved maximum contract amount. The addition of the PSUSD Contract and increase to the VCSS contract are necessary due to DMH expanding the delivery of Medi-Cal services and "Katie A" services. The Katie A lawsuit settlement requires California Counties to provide mental health services to an increased population of children under the age of 18 and their families, who are either in foster care or at imminent risk of entering the child welfare system. The total amount of these additional services is \$2,172,650.

Therefore, the DMH is requesting that the Board of Supervisors approve and authorize the Chairman of the Board to execute the one year Agreement with PSUSD through June 30, 2015 as outlined herein, increase the Agreement with VCSS by \$430,437 and increase the aggregate total for In-State Children's Programs in the amount of \$2,172,650. The total aggregate amount is requested to be increased from \$18,637,975 to \$20,810,625.

**Additional Fiscal Information**

The Department of Mental Health uses negotiated rates that are based on previous cost settlements. These rates cannot exceed the County Maximum Allowed. These rates are established for each In-State Children's provider.

**Contract History and Price Reasonableness**

The rates for this vendor were negotiated based upon the predetermined Riverside County Maximum Allowable Rates as set by the State.

**ATTACHMENT A**

**CONTRACT MAXIMUM AMOUNTS**

<b>Contractor</b>	<b>Prior Contract Amount</b>	<b>New Contract Amount</b>
Carolyn Wylie Center	\$115,100	\$115,100
Family Services Association	\$352,997	\$352,997
VCSS-FAST	\$774,622	\$774,622
VCSS-Lake Elsinore / Perris	\$4,026,566	\$4,457,003
Bayfront	\$250,000	\$250,000
Charlee	\$929,538	\$929,538
Childhelp USA Inc	\$1,499,999	\$1,499,999
Community Access Network	\$1,479,999	\$1,479,999
JDT Consultants	\$567,433	\$567,433
Milhous Children Serv out of Co	\$222,437	\$222,437
New Haven Youth & Family Services	\$2,156,558	\$2,156,558
Pacific Clinics	\$989,999	\$989,999
Palm Springs Unified School District	\$0.00	\$1,742,213
Rebekah Children's Services	\$101,100	\$101,100
South Coast Children Society	\$100,577	\$100,577
Sunbridge Harbor View Rehab Center	\$151,601	\$151,601
VCSS Inc	\$976,580	\$976,580
Victor Treatment	\$184,791	\$184,791
Vista Del Mar	\$100,002	\$100,002
Olive Crest Central Children's	\$558,076	\$558,076
Olive Crest Wraparound	\$2,000,000	\$2,000,000
Olive Crest Medi-Cal	\$50,000	\$50,000
Oak Grove Wraparound	\$1,050,000	\$1,050,000
<b>Total Aggregate Amount</b>	<b>\$18,637,975</b>	<b>\$20,810,625</b>





This agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Palm Springs Unified School District, hereinafter referred to as "CONTRACTOR."

**PREAMBLE**


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

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

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

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

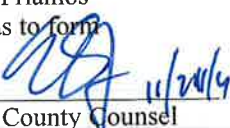
**CONTRACTOR**

By:   
Brian J. Murray, Ed.D.  
Print Name  
Date: 10/22/14

**COUNTY**

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

**COUNTY COUNSEL:**

Gregory P. Priamos  
Approved as to form  
By:  11/20/14  
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 December 1 2014 and continue in effect  
10 through June 30, 2015. The Agreement may thereafter be renewed annually, up to an  
11 additional 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/oca>. 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 C. Union Organizing

- 6
- 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  
17 show that no reimbursement from state funds has been sought for these costs,  
18 and the CONTRACTOR shall provide those records to the County and then to  
19 the Attorney General upon request.

20 D. Lobbying And Restrictions And Disclosures Certification

21  
22  
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:  
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1. Certification and Disclosure Requirements

- 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

1 disclosure form previously filed by such person under Paragraph 1(a)  
2 herein. An event that materially affects the accuracy of the information  
3 reported includes:

4 (i) A cumulative increase \$25,000, or more in the amount paid or  
5 expected to be paid for influencing or attempting to influence a  
6 covered federal action;

7  
8 (ii) A change in the person(s) or individual(s) influencing or  
9 attempting to influence a covered federal action;

10 (iii) A change in the officer(s), employee(s), or member(s) contacted  
11 for the purpose of influencing or attempting to influence a covered  
12 federal action;

13  
14 (iv) CONTRACTOR who requests or receives from a person referred  
15 to in Paragraph 1(a) of this provision a contract, subcontract, grant  
16 or sub-grant exceeding \$100,000 at any tier under a contract or  
17 grant shall file a certification, and a disclosure form, if required, to  
18 the next tier above;

19  
20 (v) All disclosure forms (but no certifications) shall be forwarded from  
21 tier to tier until received by the entity referred to in Paragraph 1(a)  
22 of this provision. The CONTRACTOR shall forward all disclosure  
23 forms to the COUNTY in order for the COUNTY to forward to  
24 Program/Regional Administrator.  
25  
26  
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1 E. Prohibition

2 Section 1352 of Title 31, U.S.C., provides in part that no Federal appropriated  
3 funds may be expended to pay any person influencing or attempting to influence an  
4 officer or employee of any agency, a Member of Congress, an officer or employee of  
5 Congress, or an employee of a Member of Congress in connection with any of the  
6 following covered federal actions: the awarding of any federal contract, the making  
7 of any federal grant, the making of any federal loan, entering into any cooperative  
8 agreement, and the extension, continuation, renewal, amendment, or modification of  
9 any federal contract, grant, loan or cooperative agreement.  
10

11 F. National Provider Identifier (NPI)

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

IV

PROGRAM SUPERVISION, MONITORING AND REVIEW:

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

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

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

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

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

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

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

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

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

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

1 D. If this Agreement is terminated in accordance with Section XXVII, TERMINATION  
2 PROVISIONS, COUNTY may conduct a final audit of the CONTRACTOR. Final  
3 reimbursement to CONTRACTOR by COUNTY shall not be made until audit results  
4 are known and all accounts are reconciled. Revenue collected by CONTRACTOR  
5 during this period for services provided under the terms of this Agreement will be  
6 regarded as revenue received and deducted as such from the final reimbursement  
7 claim.  
8

9 E. Any audit exception resulting from an audit conducted by any duly authorized  
10 representative of the Federal Government, the State or County shall be the  
11 responsibility of the CONTRACTOR. Any audit disallowance adjustments may be  
12 paid in full upon demand or withheld at the discretion of the DIRECTOR against  
13 amounts due under this Agreement or previous year's Agreement(s).  
14

15 F. The COUNTY will conduct an Annual Administrative, Fiscal, and Clinical Contract  
16 Monitoring. Upon completion of the monitoring, CONTRACTOR will be mailed a  
17 report summarizing the results of the site visit. If discrepancies are noted during the  
18 Contract Monitoring, a Corrective Plan of Action will be submitted by  
19 CONTRACTOR within thirty (30) calendar days of receipt of the report.  
20 CONTRACTOR'S failure to respond within thirty (30) calendar days may result in  
21 withholding of payment until the Corrective Plan of Action is received.  
22

23 G. Notwithstanding the foregoing, the COUNTY reserves the right, at any time and  
24 without a thirty (30) day written notice, to disallow or withhold CONTRACTOR  
25 funding if and when deemed necessary for material non-compliance as it pertains to  
26 any provision of this Agreement.  
27  
28

1  
2 STATUS OF CONTRACTOR:

- 3 A. CONTRACTOR acknowledges that this Agreement is by and between the  
4 COUNTY and CONTRACTOR and is not intended, and shall not be construed, to  
5 create the relationship of agent, servant, employee, partnership, joint venture, or  
6 association, as between COUNTY and CONTRACTOR. CONTRACTOR is, and  
7 shall at all times be deemed to be, an independent CONTRACTOR and shall be  
8 wholly responsible for the manner in which it performs the services required of it by  
9 the terms of this Agreement. CONTRACTOR assumes the exclusive responsibility  
10 for the acts of its employees or agents as they relate to services to be provided.  
11 CONTRACTOR shall bear the sole responsibility and liability for furnishing  
12 workers' compensation benefits to any person for injuries arising from or connected  
13 with services performed on behalf of COUNTY pursuant to this Agreement.  
14  
15 B. CONTRACTOR certifies that it is aware of the Occupational Safety and Health  
16 Administration (OSHA) of the U.S. Department of Labor, the derivative Cal/OSHA  
17 standards and laws and regulations relating thereto, and shall comply therewith as to  
18 all relative elements under this Agreement.  
19  
20 C. CONTRACTOR is responsible for payment and deduction of all employment-related  
21 taxes on CONTRACTOR'S behalf and for CONTRACTOR'S employees, including,  
22 but not limited, to all Federal, State and applicable local income taxes and  
23 withholdings. COUNTY shall not be required to make any deductions from  
24 compensation payable to CONTRACTOR for these purposes.  
25  
26  
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1 D. CONTRACTOR shall indemnify COUNTY against any and all claims that may be  
2 made against COUNTY based upon any contention by a third party that an employer-  
3 employee relationship exists by reason of this Agreement.

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

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

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

18  
19  
20 VI

21 ADMINISTRATIVE CHANGE IN STATUS:

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

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

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

- 6
- 7 2. CONTRACTOR is responsible for providing to the COUNTY, annually, at the  
8 beginning of each fiscal year and upon execution of the CONTRACTOR'S  
9 Agreement, emergency and/or after hour contact information for the  
10 CONTRACTOR'S organization. CONTRACTOR'S emergency and/or after  
11 hour contact information shall include, but is not limited to, first and last name of  
12 emergency and/or after hour contact, telephone number, cellular phone number,  
13 and applicable address(s). CONTRACTOR shall provide this information to the  
14 COUNTY at the same time the CONTRACTOR provides the COUNTY with  
15 annual insurance renewals and/or changes to insurance coverage.
- 16
- 17 3. CONTRACTOR shall be responsible for updating this information, immediately  
18 and in writing, when changes in CONTRACTOR'S emergency and/or after hour  
19 contact information occurs during the fiscal year or prior to the end of the fiscal  
20 year. Written CONTRACTOR'S updates of this information shall be provided  
21 to the COUNTY in accordance with Section XXXI, NOTICES, of this  
22 Agreement.
- 23
- 24
- 25 4. If there are any CONTRACTOR administrative changes, such as signatory  
26 authority, management, site addresses, business locations, remittance addresses,  
27 tax identification numbers, business ownership, etc., a letter, on  
28

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

5 VII

6 DELEGATION AND ASSIGNMENT:

- 7
- 8 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in  
9 part, without prior written consent of COUNTY; provided, however, obligations  
10 undertaken by CONTRACTOR pursuant to this Agreement may be carried out by  
11 means of subcontracts, provided such subcontracts are approved in writing by the  
12 DIRECTOR (or his designee), meet the requirements of this Agreement as they relate  
13 to the service or activity under subcontract, and include any provisions that the  
14 DIRECTOR may require.
- 15
- 16 B. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to  
17 COUNTY pursuant to this Agreement.
- 18
- 19 C. CONTRACTOR may not assign the rights hereunder, either in whole or in part,  
20 without the prior written consent of COUNTY. Any attempted assignment or  
21 delegation in derogation of this paragraph shall be void.
- 22
- 23 D. Any change in the corporate or business structure of CONTRACTOR, such as a  
24 change in ownership or majority ownership change resulting in a change to the  
25 Federal Tax ID, shall be deemed an assignment for purposes of this paragraph.
- 26
- 27
- 28

VIII

ALTERATION:

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

IX

LICENSES:

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

X

INDEMNIFICATION:

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

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

### 15 INSURANCE:

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

#### 24 A. Workers' Compensation

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

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

5 B. Commercial General Liability

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

16 CONTRACTOR agrees to a Fidelity Bond or Crime Insurance policy equal to the  
17 maximum Agreement amount. Such coverage shall protect against all loss of money,  
18 securities, or other valuable property entrusted by COUNTY to CONTRACTOR and  
19 apply to all of CONTRACTOR'S directors, officers, agents and employees who regularly  
20 handle or have responsibility for such money, securities or property. The COUNTY and  
21 its Agents shall be named as a Loss Payee as its interests may appear. This insurance  
22 shall include third party fidelity coverage, include coverage for loss due to theft,  
23 mysterious disappearance, and computer fraud/theft, and shall not contain a requirement  
24 for an arrest and/or conviction.  
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1 D. Vehicle Liability

2 If CONTRACTOR uses any vehicles or mobile equipment in the performance of the  
3 obligations under this Agreement, CONTRACTOR shall maintain liability insurance for  
4 all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per  
5 occurrence combined single limit. If such insurance contains a general aggregate limit, it  
6 shall apply separately to this Agreement or be no less than two (2) times the occurrence  
7 limit. Policy shall name the COUNTY as Additional Insured.  
8

9 D. Professional Liability

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

- 2 1. Any insurance carrier providing insurance coverage hereunder shall be admitted to  
3 the State of California and have an A.M. BEST rating of not less than an A: VIII (A:  
4 8) unless such requirements are waived, in writing, by the COUNTY Risk Manager.  
5 If the COUNTY Risk Manager waives a requirement for a particular insurer, such  
6 waiver is only valid for that specific insurer and only for one policy term.
- 7
- 8 2. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or  
9 self-insured retentions. If such deductibles or self-insured retentions exceed  
10 \$500,000 per occurrence, such deductibles and/or retentions shall have the prior  
11 written consent of the COUNTY Risk Manager before the commencement of  
12 operations under this Agreement. Upon notification of deductibles or self insured  
13 retentions which are deemed unacceptable to the COUNTY, at the election of the  
14 COUNTY Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or  
15 eliminate such deductibles or self-insured retentions with respect to this Agreement  
16 with the COUNTY, or 2) procure a bond which guarantees payment of losses and  
17 related investigations, claims administration, defense costs and expenses.
- 18
- 19
- 20 3. The CONTRACTOR shall cause their insurance carrier(s) to furnish the County of  
21 Riverside with 1) a properly executed original Certificate(s) of Insurance and  
22 certified original copies of Endorsements effecting coverage as required herein; or,  
23 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide  
24 original Certified copies of policies including all Endorsements and all attachments  
25 thereto, showing such insurance is in full force and effect. Further, said Certificate(s)  
26 and policies of insurance shall contain the covenant of the insurance carrier(s) shall
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1 provide no less than thirty (30) days written notice be given to the County of  
2 Riverside prior to any material modification or cancellation of such insurance. In the  
3 event of a material modification or cancellation of coverage, this Agreement shall  
4 terminate forthwith, unless the County of Riverside receives, prior to such effective  
5 date, another properly executed original Certificate of Insurance and original copies  
6 of endorsements or certified original policies, including all endorsements and  
7 attachments thereto evidencing coverage and the insurance required herein is in full  
8 force and effect. Individual(s) authorized by the insurance carrier to do so on its  
9 behalf shall sign the original endorsements for each policy and the Certificate of  
10 Insurance. Certificates of insurance and certified original copies of Endorsements  
11 effecting coverage as required herein shall be delivered to Riverside County Mental  
12 Health Department, P.O. Box 7549, Riverside, CA 92513-7549, Contracts Division.  
13 CONTRACTOR shall not commence operations until the County of Riverside has  
14 been furnished original Certificate(s) of Insurance and certified original copies of  
15 endorsements or policies of insurance, including all endorsements and any and all  
16 other attachments as required in this Section.  
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- 20 4. It is understood and agreed by the parties hereto and the CONTRACTOR'S  
21 insurance company(s), that the Certificate(s) of Insurance and policies shall so  
22 covenant and shall be construed as primary insurance, and the COUNTY'S  
23 insurance and/or deductibles and/or self-insured retentions or self-insured programs  
24 shall not be construed as contributory.  
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26 5. CONTRACTOR shall pass down the insurance obligations contained herein to all  
27 tiers of subcontractors working under this Agreement.  
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6. Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material breach of the Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

XII

LIMITATION OF COUNTY LIABILITY:

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

XIII

WARRANTY AGAINST CONTINGENT FEES:

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

XIV

NONDISCRIMINATION:

A. Employment

1. Affirmative Action shall be taken to ensure that applicants are employed, and that employees are treated during employment, without regard to their race,

1 religion, color, sex, national origin, age, sexual preference, or disabilities. Such  
2 affirmative action shall include, but not be limited to the following:  
3 employment, upgrading, demotion or transfer; recruitment or recruitment  
4 advertising; layoff or termination; rate of pay or other forms of compensation;  
5 and selection for training, including apprenticeship. There shall be posted in  
6 conspicuous places, available to employees and applicants for employment,  
7 notices from DIRECTOR, or his designee, and/or the United States Equal  
8 Employment Opportunity Commission setting forth the provisions of this  
9 Section.  
10

- 11 2. All solicitations or advertisements for employees placed by or on behalf of  
12 CONTRACTOR shall state that all qualified applicants will receive  
13 consideration for employment without regard to race, religion, color, sex,  
14 national origin, age, sexual preference, or disabilities.  
15
- 16 3. Each labor union or representative of workers with which CONTRACTOR has  
17 a collective bargaining agreement or other contract or understanding must post  
18 a notice advising the labor union or worker's representative of the  
19 commitments under this Nondiscrimination Section and shall post copies of the  
20 notice in conspicuous places available to employees and applicants for  
21 employment.  
22
- 23 4. In the event of noncompliance with this section or as otherwise provided by  
24 State and Federal law, this Agreement may be terminated or suspended in  
25 whole or in part and CONTRACTOR may be declared ineligible for further  
26 contracts involving State funds.  
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1 B. Services, Benefits, and Facilities

2 1. CONTRACTOR certifies that CONTRACTOR and any or all of its  
3 Subcontractors shall not unlawfully discriminate in the provision of services  
4 because of race, color, creed, national origin, sex, age, or physical, sensory,  
5 cognitive, or mental disability as provided by state and federal law and in  
6 accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)];  
7 Age Discrimination Act of 1975 (42 USC 6101); Section 504 of the  
8 Rehabilitation Act of 1973 (29 USC 794) (as amended); Education  
9 Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990  
10 (42 USC 12101); Title 45, CFR, Part 84; provisions of the Fair Employment  
11 and Housing Act (Government Code Section 12900 et. Seq.) and regulations  
12 promulgated hereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division  
13 3, Article 9.5 of the Government Code commencing with Section 11135; and  
14 Chapter 6 of Division 4 of Title 9 of the CCR, commencing with Section  
15 10800.

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

6  
7 3. CONTRACTOR shall further establish and maintain written procedures under  
8 which any person, applying for or receiving services hereunder, may seek  
9 resolution from CONTRACTOR of a complaint with respect to any alleged  
10 discrimination in the provision of services by CONTRACTOR'S personnel.  
11 Such procedures shall also include a provision whereby any such person, who  
12 is dissatisfied with CONTRACTOR'S resolution of the matter, shall be referred  
13 by CONTRACTOR to the DIRECTOR, or his authorized designee, for the  
14 purpose of presenting his or her complaint of alleged discrimination. Such  
15 procedures shall also indicate that if such person is not satisfied with  
16 COUNTY'S resolution or decision with respect to the complaint of alleged  
17 discrimination, he or she may appeal the matter to the California Department  
18 of Health Care Services. CONTRACTOR will maintain a written log of  
19 complaints for a period of seven (7) years.

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

18 XV

19 PERSONS WITH DISABILITIES:

20 CONTRACTOR agrees to comply with Section 504 of the Rehabilitation Act of  
21 1973, as amended (29 USC 794) and all requirements as imposed by the applicable  
22 Federal Department of Health and Human Services (DHHS) regulations (45 CFR 84), and  
23 all guidelines and interpretations issued pursuant thereto. No qualified person with a  
24 disability shall, on the basis of their disability be excluded from participation, be denied  
25 the benefits of, or otherwise be subjected to discrimination under any program, service  
26

1 activity or employment opportunity provided by programs licensed or certified under this  
2 Agreement.

3 XVI

4 REPORTS:

5  
6 A. CONTRACTOR shall participate in the COUNTY'S Management Information  
7 System (MIS) as required by the Director, or his authorized designee. CONTRACTOR  
8 shall report to the program, applicable client and staff related data regarding the  
9 CONTRACTOR'S program by the fifth (5<sup>th</sup>) working day of the following month.

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

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

21 1. Events reported shall include:

- 22 a. Death of any resident from any cause  
23 b. Any facility related injury of any resident which requires medical treatment  
24 c. All cases of communicable disease reportable under Section 2502 of Title 17,  
25 California Code of Regulations shall be reported to the local health officer in  
26 addition to the State.  
27 d. Poisonings  
28 e. Catastrophes such as flooding, tornado, earthquake or any other natural disaster

- 1 f. Fires or explosions which occur in or on the premises
- 2 2. Information provided shall include the following:
- 3 a. Residents' name, age, sex, and date of admission
- 4 b. Date, time and nature of the event
- 5 c. Attending physician's name, findings and treatment, if any.
- 6 d. The items below shall be reported to the State within ten (10) working days
- 7 following the occurrence.

- 8 (i) The organizational changes specified in Section 10531(a) of this
- 9 subchapter
- 10 (ii) Any change in the licensee's or applicant's mailing address
- 11 (iii) Any change of the administrator of the facility. Such notification shall
- 12 include the new administrator's name, address and qualifications.
- 13

14 D. CONTRACTOR must adhere to all applicable Federal, State and County reporting  
15 requirements as mandated. The COUNTY shall provide necessary instructions and  
16 direction to CONTRACTOR regarding COUNTY policies and procedures for meeting  
17 requirements.

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



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

- 4 1. Ensure that CONTRACTOR provides notice to all its clients of their right to  
5 alternative services if, when and where applicable;
- 6 2. Ensure that CONTRACTOR refers clients to alternative services if, when and  
7 where applicable; and
- 8 3. Fund and/or provide alternative service if, when and where applicable.

9 Alternative services are services determined by the State to be accessible,  
10 comparable, and provided within a reasonable period of time from another Mental  
11 Health and/or Substance Abuse provider (or alternative provider if, when and  
12 where applicable) to which the client has no objection.  
13  
14

15 XVII

16 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

17 The CONTRACTOR in this Agreement is subject to all relevant requirements  
18 contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA),  
19 Public Law 104-191, enacted August 21, 1996, Title 42 Code of Federal Regulations, Part  
20 2, and the laws and regulations promulgated subsequent thereto. The CONTRACTOR  
21 hereto agrees to cooperate in accordance with the terms and intent of this Agreement for  
22 implementation of relevant law(s) and/or regulation(s) promulgated under this law.  
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XVIII

CONFIDENTIALITY:

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

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

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

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

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

11 E. Notification of Electronic Breach or Improper Disclosure

12  
13 During the term of this Agreement, CONTRACTOR shall notify COUNTY,  
14 immediately upon discovery of any breach of Protected Health Information (PHI)  
15 and/or data where the information and/or data is reasonably believed to have been  
16 acquired by an unauthorized person. Immediate notification shall be made to the  
17 COUNTY Mental Health Compliance Officer within two (2) business days of  
18 discovery at (800) 413-9990. The CONTRACTOR shall take prompt corrective  
19 action to cure any deficiencies and any action pertaining to such unauthorized  
20 disclosures as required by applicable Federal, State and or County laws and  
21 regulations. The CONTRACTOR shall investigate such breach and provide a written  
22 report of the investigation to the COUNTY Mental Health Compliance Officer,  
23 postmarked within thirty (30) working days of the discovery of the breach to the  
24 address as follows:  
25  
26  
27  
28

1 Attention: Mental Health Compliance Officer

2 Riverside County Department of Mental Health

3 P.O. Box 7549

4 Riverside, CA 92513

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

10 F. Safeguards

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

5 1. Passwords must not be:

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

13 2. Passwords must be:

- 14 a. Eight (8) characters or more in length  
15  
16 b. Changed every 90 days  
17  
18 c. Changed immediately if revealed or compromised  
19  
20 d. Composed of characteristics from at least three of the following four groups  
21 from the standard keyboard:  
22 (i) Upper Case letter (A-Z);  
23 (ii) Lower case letters (a-z);  
24 (iii) Arabic numerals (0 through 9); and  
25 (iv) Non-alphanumeric characters (punctuation symbols)

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

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

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

1. Mitigation of Harmful Effects

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

2. Employee Training and Discipline

The CONTRACTOR shall train and use reasonable measures to ensure compliance with the requirements of these Provisions by employees who assist in the performance of functions or activities on behalf of COUNTY under this Agreement and use or disclose PHI; and discipline such employees who

1 intentionally violate any of these Provisions, including termination of  
2 employment.

3 3. Disclaimer

4 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

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

19 CONTRACTOR shall require all its officers, employees, associates, and agents  
20 providing services hereunder to acknowledge, in writing, understanding of and  
21 agreement to comply with all confidentiality provisions as set forth in this  
22 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  
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1 combination of the person's first and last name, address, Social Security Number,  
2 date of birth, identifying number, symbol, or other identifying particulars assigned to  
3 the individual, such as finger or voice print, or 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 Justice, State Department of Health Care Services, U.S. Department of  
8 Health and Human Services and the U.S Office of the Inspector General at reasonable  
9 times during normal business hours. Records include, but are not limited to all physical  
10 and electronic records originated or prepared pursuant to the performance under this  
11 Agreement including, but not limited to, working papers, reports, financial records or  
12 books of account, medical records, prescription files, subcontracts, any and other  
13 documentation pertaining to medical and non-medical services for clients. Upon request,  
14 at any time during the period of this Agreement, the CONTRACTOR will furnish any  
15 such record or copy thereof, to the COUNTY. CONTRACTOR shall be subject to the  
16 examination and audit of the Office of the Inspector General for a period of three (3) years  
17 after final payment under the Agreement.  
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21 A. Medical Records

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

4 B. Financial Records

5 CONTRACTOR shall maintain complete financial records that clearly reflect the cost  
6 of each type of service for which payment is claimed. Any apportionment of costs  
7 shall be made in accordance with generally accepted accounting principles and shall  
8 evidence proper audit trails reflecting the true cost of the services rendered.  
9 Allowable costs shall be those costs defined in Centers for Medicare and Medicaid  
10 Services Manual (CMS 15-1). Statistical data shall be kept and reports made as  
11 required by the DIRECTOR, or his designee, and the State of California. All such  
12 records shall be available for inspection by the designated auditors of COUNTY or  
13 State at reasonable times during normal business hours.  
14  
15

16 C. Financial Record Retention

17 Appropriate financial records shall be maintained and retained by CONTRACTOR  
18 for at least five (5) years or, in the event of an audit exception and appeal, until the  
19 audit finding is resolved, whichever is later.  
20

21 D. Patient/Client Record Retention

22 Patient/Client records shall be maintained and retained by CONTRACTOR for a  
23 minimum of seven (7) years following discharge of the client. Records of minors  
24 shall be kept for seven (7) years after such minor has reached the age of eighteen  
25 (18) years. Thereafter, the client file is retained for seven (7) years after the client  
26 has been discharged from services.  
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28

1 E. Shared Records/Information

2 CONTRACTOR and COUNTY shall maintain a reciprocal shared record and  
3 information policy, which allows for sharing of client records and information  
4 between CONTRACTOR and COUNTY. Either COUNTY or CONTRACTOR  
5 shall not release these client records or information to a third party without a valid  
6 authorization.  
7

8 F. Client Records

9 COUNTY is the owner of all patient care/client records. In the event that the  
10 Agreement is terminated, the CONTRACTOR is required to prepare and box the  
11 client medical records so that they can be archived by the COUNTY, according to  
12 the procedures developed by the COUNTY. The COUNTY is responsible for taking  
13 possession of the records and storing them according to regulatory requirements. The  
14 COUNTY is required to provide the CONTRACTOR with a copy of any medical  
15 record that is requested by the CONTRACTOR, as required by regulations, at no  
16 cost to the CONTRACTOR, and in a timely manner.  
17  
18

19 G. Records Inspection

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

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10 STAFFING:

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

24 A. During the term of this Agreement, CONTRACTOR shall maintain and shall provide  
25 upon request to authorized representatives of COUNTY, the following:  
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1. A list of persons by name, title, and professional degree, including, but not limited to, licensing, experience, credentials, Cardiopulmonary Resuscitation (CPR) Training, First Aid training, languages spoken, Race/Ethnicity with an option to select "Prefer Not to Say" and/or certification and experience of persons providing services hereunder, and any other information deemed necessary by the DIRECTOR or designee. All certifications should comply with applicable California Health and Safety Code of Regulations.

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:

- a. Resume, employment application, proof of current licensure, all applicable employment related certifications, registration;

- b. List of all applicable trainings during time of employment to present;

- c. Annual Job performance evaluation; and

- d. 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.

- 1 D. The CONTRACTOR recognizes the importance of child and family support  
2 obligations and shall fully comply with all applicable State and Federal laws relating  
3 to child and family support enforcement, including, but not limited to, disclosure of  
4 information and compliance with earnings assignment orders, as provided in Chapter  
5 8, commencing with Section 5200, of Part 5 of Division 9 of the Family Code.
- 6
- 7 E. CONTRACTOR shall establish and disseminate written policies for all employees  
8 that include detailed information about the False Claims Act and the other provisions  
9 named in Section 1902(a)(68)(A). Included in these written policies shall be  
10 detailed information about CONTRACTOR'S policies and procedures for detecting  
11 and preventing fraud, waste, and abuse in federal, state and local health care  
12 programs. CONTRACTOR shall also include in any employee handbook a specific  
13 discussion of the laws described in the written policies, the rights of employees to be  
14 protected as whistleblowers, and a specific discussion of CONTRACTOR'S policies  
15 and procedures for detecting and preventing fraud, waste and abuse.
- 16
- 17 F. CONTRACTOR shall follow all Federal, State and County policies, laws and  
18 regulations regarding Staffing and/or Employee compensation. CONTRACTOR  
19 shall not pay or compensate any of its Staff, Personnel or Employees by means of  
20 cash. All payments or compensation made to CONTRACTOR Staff, Personnel  
21 and/or Employees in association with the fulfillment of this Agreement shall be  
22 made by means of Staff, Personnel and/or Employee Certified Payroll only.
- 23
- 24 G. CONTRACTOR is responsible for notifying the COUNTY of all changes to indirect  
25 and direct personnel service providers that will have an impact on its Electronic  
26 Management of Records (ELMR) system. These changes include, but are not  
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1 limited to, adding new personnel, modifying existing personnel, or terminating  
2 personnel. CONTRACTOR is responsible for completing the attached Computer  
3 Account Request Form (CARF)-BOILERPLATE-ATTACHMENT A, when such  
4 changes occur and will have an impact on ELMR data entry or system access, and  
5 shall submit, via email, the completed CARF form to its designated COUNTY  
6 Program Analyst for review and approval. The COUNTY designated Program  
7 Analyst will then review CARF for accuracy and will then submit CARF to the  
8 COUNTY'S Information Technology (I.T.) staff for processing. The COUNTY'S  
9 designated Program Analyst will communicate with the CONTRACTOR, via email,  
10 with confirmation of submission for processing, and a COUNTY I.T. or ELMR  
11 personnel will contact the CONTRACTOR direct, via telephone, to confirm receipt  
12 of the CARF and provide confirmation that computer access has been granted or  
13 changed as requested by the CONTRACTOR.  
14

15  
16 H. CONTRACTOR shall be responsible for checking, on a quarterly basis, the Office of  
17 the Inspector General (OIG) website (<http://www.oig.hhs.gov>) to validate that none  
18 of CONTRACTOR'S staff are on the OIG or Medi-Cal list of excluded individuals  
19 to provide direct services to COUNTY clients. CONTRACTOR shall notify, in  
20 writing within thirty (30) calendar days, if and when any CONTRACTOR'S  
21 personnel are found listed on this site and what action has been taken to remedy the  
22 matter.  
23

24  
25 I. CONTRACTOR is responsible for ensuring that any of its staff members or personnel  
26 in which they employ is licensed or certified to practice, and is in possession of a  
27 valid, current license or certificate to practice or to provide mental health or other  
28

1 required services, to COUNTY consumers. CONTRACTORS who receive Medi-Cal  
2 funds are required to validate that their staff are not on either the OIG Exclusion List  
3 at the website <http://exclusions.oig.hhs.gov/search.aspx> and the Medi-Cal List of  
4 Suspended or Ineligible Providers list at <http://www.medi-cal.ca.gov>. In addition,  
5 CONTRACTORS providing Medi-Cal billable services must have, and provide in  
6 writing to COUNTY, pursuant to Section XXXI, NOTICES, of this Agreement, a  
7 valid rendering site and/or individual provider NPI and taxonomy code that  
8 corresponds with the work they are performing. Any updates or changes must be  
9 made by the CONTRACTOR to the National Plan & Provider Enumeration System  
10 (NPPES) within thirty (30) days. CONTRACTOR may establish their own  
11 procedures to ensure adherence to these requirements.  
12  
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#### 14 XXI

#### 15 CULTURAL COMPETENCY

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

5 1. CONTRACTOR shall demonstrate program access; linguistically appropriate  
6 and timely mental health service delivery; staff training; and organizational  
7 policies and procedures related to the treatment of culturally diverse  
8 populations. CONTRACTOR shall perform specific outcome studies, on-site  
9 reviews and written reports to be made available to the COUNTY upon  
10 request.  
11

12 2. CONTRACTOR shall provide services that are non-discriminatory and that  
13 meet the individual needs of the multi-cultural beneficiaries to be served.  
14 CONTRACTOR shall ensure that high quality accessible mental health care  
15 includes:  
16

17 a. Clinical care and therapeutic interventions which are linguistically and  
18 culturally appropriate; including, at a minimum, admission, discharge,  
19 and medication consent forms available in Spanish.  
20

21 b. Have a comprehensive management strategy to address culturally and  
22 linguistically appropriate services, including strategic goals, plans,  
23 policies, procedures and designated staff responsible for implementation.  
24

25 c. Medically appropriate interventions, which acknowledge specific cultural  
26 influences.  
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- d. Provision and utilization of qualified interpreters within twenty-four (24) hours of identified need.
  - e. Screening and certification of interpreters as specified in subparagraph 3 a below.
  - f. Training to mental health providers in building the cultural knowledge and skill required to provide culturally appropriate treatment of client population served.
  - g. Develop and implement a strategy to recruit, retain and promote qualified, diverse and culturally competent administrative, clinical and support staff that are trained and qualified.
  - h. Client related information translated into the various languages of the diverse populations served.
  - i. Provide oral and written notices, including translated signage at key points of contact, to clients in their primary language informing them of their right to receive no-cost interpreter services.
3. CONTRACTOR shall make available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and mental health staff. Any individual with limited English language capability or other communicative barriers shall have equal access to mental health services.
- a. A qualified interpreter is defined as someone who is fluent in English and in the necessary second language, who can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in

1 linguistically appropriate mental health terminology necessary to convey  
2 information such as symptoms or instructions to the client in both  
3 languages.

4 b. A fluently bilingual person, who is not trained in the provision of mental  
5 health services, must complete training prior to providing services, which  
6 covers terms and concepts associated with mental health medications, and  
7 cultural beliefs and practices which may influence the client's mental  
8 health condition.

10 4. CONTRACTOR agrees to comply with the COUNTY'S Cultural Competency  
11 Plan as set forth in the Board of Supervisors approved Cultural Competency  
12 Plan. The Cultural Competency Plan may be obtained from the COUNTY'S  
13 website at <http://www.rcdmh.org> or by contacting the COUNTY'S Cultural  
14 Competency Manager or designee upon written request via certified mail or  
15 facsimile to:

16  
17 Riverside County Department of Mental Health Cultural Competency Program

18 P.O. Box 7549

19  
20 Riverside, California 92513

21 Attention: Cultural Competency Manager

22 Fax: 951-358-4792

23  
24 5. CONTRACTOR agrees to meet with COUNTY'S Cultural Competency  
25 Program Manager, as needed by the CONTRACTOR and as coordinated by  
26 the COUNTY, to determine and implement cultural competency activities that

shall include, but is not limited to, compliance with the cultural competency requirements outlined in Section XXI of this Agreement.

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

7. CONTRACTOR will be responsible for participating in cultural competency trainings as required by the COUNTY'S Cultural Competency Plan. The following is a partial list of annual cultural competency trainings and topics 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 4 of paragraph A. in Section XXI, CULTURAL COMPETENCY.

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>	Overview of cultural competence issues in mental health treatment settings.	Four hours annually	*Direct Services *Direct Services Contractors *Administration *Interpreters	15 20 4 2  Total: 41	1/21/10	John Doe

1 CONTRACTOR training information shall be submitted via facsimile to 951-  
2 358-4792 to the attention of the COUNTY Cultural Competency Program  
3 Manager on or before June 30 of each fiscal year.

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

6 CONTRACTOR will be responsible for requesting an extension from the  
7 COUNTY'S Cultural Competency Program Manager. All requests for  
8 extensions must be put in writing and mailed or faxed to the COUNTY'S  
9 Cultural Competency Program Manager at the contact information listed herein.  
10

11 XXII

12 INFORMING MATERIALS:

13  
14 CONTRACTOR shall provide all clients with a Notice of Privacy Practices  
15 information brochure or pamphlet during the time of the client's first visit. The  
16 CONTRACTOR is subsequently responsible for issuing the Notice of Privacy Practices  
17 (NPP) information brochure or pamphlet to all clients every three (3) years at a minimum  
18 and/or every time the Notice of Privacy Practices information is updated and/or changed.  
19 Also, the CONTRACTOR is responsible for having the client or consumer sign,  
20 acknowledging receipt of the NPP information, and CONTRACTOR must keep client or  
21 consumer signed acknowledgement on file every three (3) years upon receipt from client or  
22 consumer.

23 XXIII

24 CONFLICT OF INTEREST:

25 CONTRACTOR shall employ no COUNTY employee whose position in COUNTY  
26 enables him to influence the award of this Agreement or any competing Agreement, and  
27

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

3 XXIV

4 PATIENTS' RIGHTS:

5 Patients' rights shall be observed by CONTRACTOR as provided in the Health and Safety  
6 Code, Sections 11760 through 1184 and Title 9 and Title 22 of the California Code of  
7 Regulations (CCR). COUNTY Patients' Rights Advocates will be given access to clients,  
8 clients' records, and facility personnel to monitor the CONTRACTOR'S compliance with  
9 said statutes and regulations.  
10

11 XXV

12 WAIVER OF PERFORMANCE:

13  
14 No waiver by COUNTY at any time of any of the provisions of this Agreement shall  
15 be deemed or construed as a waiver at any time thereafter of the same or any other  
16 provisions contained herein or of the strict and timely performance of such provisions.  
17

18 XXVI

19 DRUG-FREE WORKPLACE CERTIFICATION:

20 If State funds are utilized to fund this Agreement as specified in Schedule I, the  
21 following Drug-Free Workplace requirements shall apply. By signing this Agreement, the  
22 CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of  
23 California that the CONTRACTOR will comply with the requirements of the Drug-Free  
24 Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-  
25 free workplace doing all of the following.  
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1 A. Publish a statement notifying employees that unlawful manufacture, distribution,  
2 dispensation, possession, or use of controlled substances is prohibited and specifying  
3 actions to be taken against employees for violations, as required by Government  
4 Code Section 8355 (a).

5 B. Establish a Drug-Free Awareness Program as required by Government Code Section  
6 8355 (a) to inform employees about all of the following:  
7

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

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

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

19 Failure to comply with these requirements may result in suspension of payments  
20 under the Agreement or termination of the Agreement or both and the  
21 CONTRACTOR may be ineligible for award of future State contracts if the  
22 COUNTY determines that any of the following has occurred:  
23

- 24 1. The CONTRACTOR has made a false certification or,
- 25 2. Violates the certification by failing to carry out the requirements as noted above.  
26

XXVII

TERMINATION PROVISIONS:

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- 2
- 3 A. Either party may terminate this Agreement without cause, upon thirty (30) days
- 4 written notice served upon the other party.
- 5 B. Termination does not release CONTRACTOR from the responsibility of securing
- 6 Protected Health Information (PHI) data.
- 7
- 8 C. The COUNTY may terminate this Agreement upon thirty (30) days written notice
- 9 served upon the CONTRACTOR if sufficient funds are not available for
- 10 continuation of services.
- 11 D. The COUNTY reserves the right to terminate the Agreement without warning at the
- 12 discretion of the Director or designee, when CONTRACTOR has been accused
- 13 and/or found to be in violation of any County, State, or Federal laws and regulations.
- 14
- 15 E. The COUNTY may terminate this Agreement immediately due to a change in
- 16 status, delegation, assignment or alteration of the Agreement not consented to by
- 17 COUNTY.
- 18
- 19 F. The COUNTY may terminate this Agreement immediately if, in the opinion of the
- 20 Director of Mental Health, CONTRACTOR fails to provide for the health and safety
- 21 of patients served under this Agreement. In the event of such termination, the
- 22 COUNTY may proceed with the work in any manner deemed proper to the
- 23 COUNTY.
- 24
- 25 G. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY
- 26 may take one or more of the following actions as appropriate:
- 27 1. Temporarily withhold payments pending correction of the deficiency.
- 28

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

6  
7 H. After receipt of the Notice of Termination, pursuant to Paragraphs A, B, C, D, E, or  
8 F above, or the CONTRACTOR is notified that the Agreement will not be extended  
9 beyond the termination date as specified in Section II, PERIOD OF  
10 PERFORMANCE, CONTRACTOR shall:

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

6  
7 6. Transfer to COUNTY and deliver in the manner, at the times, and to the  
8 extent, if any, as directed by COUNTY, any equipment which, if the  
9 Agreement had been completed, would have been required to be furnished to  
10 COUNTY; and

11  
12 7. Take such action as may be necessary, or as COUNTY may direct, for the  
13 protection and preservation of the equipment related to this Agreement which  
14 is in the possession of CONTRACTOR and in which COUNTY has or may  
15 acquire an interest;

16  
17 8. COUNTY shall continue to pay CONTRACTOR at the same rate as  
18 previously allowed until the date of termination, as determined by the Notice  
19 of Termination.

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

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

11  
12  
13 K. The rights and remedies of COUNTY provided in this section shall not be exclusive  
14 and are in addition to any other rights and remedies provided by law or under this  
15 Agreement.

16 XXVIII

17 DISPUTE:

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

8 XXIX

9 SEVERABILITY:

10 If any provision of this Agreement or application thereof to any person or  
11 circumstances shall be declared invalid by a court of competent jurisdiction, or is in  
12 contravention of any Federal, State, or County statute, ordinance, or regulation, the  
13 remaining provisions of this Agreement or the application thereof shall not be invalidated  
14 thereby and shall remain in full force and effect, and to that extent the provisions of this  
15 Agreement are declared severable.  
16

17 XXX

18 VENUE:

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

CONTRACTOR:

PALM SPRINGS UNIFIED SCHOOL  
DISTRICT  
333 S. FARRELL DRIVE  
PALM SPRINGS, CA 92262

COUNTY:

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

INFORMATIONAL COPY TO:

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

XXXII

MEETINGS:

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

EXHIBIT A

CONTRACTOR NAME: PALM SPRINGS UNIFIED SCHOOL DISTRICT

DEPT ID/PROGRAM: 4100202277-74740

GENERAL MENTAL HEALTH SERVICES EXHIBIT

<u>MODE OF SERVICE</u>	<u>SERVICE FUNCTION</u>
Outpatient Services	Crisis Intervention
Outpatient Services	Case Management/Brokerage
Outpatient Services	Mental Health Services

I. SCOPE OF SERVICES:

CONTRACTOR shall provide a full range of services including crisis intervention, case management, and mental health services to minors and their families in the Palm Springs area.

A. SERVICES OVERVIEW:

CONTRACTOR shall identify minors who are full scope Medi-Cal residing in the Palm Springs area. CONTRACTOR must ensure that all clients meet medical necessity and are Medi-Cal eligible each month for which services are claimed. CONTRACTOR shall meet all requirements for Medi-Cal billing on all services claimed to Riverside County Department of Mental Health (RCDMH). CONTRACTOR shall ensure appropriate discharge of minors regardless of Medi-Cal billing status.

Services include:

1. Assessments.
2. Crisis intervention.
3. Individual and family therapy.
4. Skills training.
5. Case management.
6. Collateral services.
7. Rehabilitative services.
8. Support Activities.

1 Services are to be provided in whatever sites and in whatever combinations are necessary to  
2 address the minors mental health needs. Emphasis is to be on clinic and school-based  
3 services. It is the responsibility of the CONTRACTOR to identify consumers, though  
4 COUNTY shall make referrals and CONTRACTOR shall respond to referral within three  
5 (3) working days. CONTRACTOR and COUNTY shall meet regularly to discuss clients  
6 served and thereafter as deemed necessary by both agencies.

7 B. SERVICES TO BE PROVIDED:

8 CONTRACTOR will provide the following services in accordance with Welfare and  
9 Institutions Code 5600 et. Seq. and identified herein as listed below.

10 1. Crisis Intervention:

11 These services consist of a quick emergency response enabling a patient/client to  
12 cope with a crisis, while maintaining his/her status as a functioning community  
13 member to the greatest extent possible. A crisis is an unplanned event that  
14 results in the patient's/client's need for immediate service intervention. Crisis  
15 intervention services are limited to stabilization of the presenting emergency.

16 Prior authorization is not required for a crisis/urgent session. The session is for a  
17 condition that requires more timely response than a regularly scheduled visit.

18 An urgent condition means a situation experienced by a beneficiary that, without  
19 timely intervention, is certain to result in an immediate emergency psychiatric  
20 condition.

21 Services may be either face-to-face or by telephone with the patient/client or  
22 significant support person.

23 2. Case Management/Brokerage:

24 These are provided to access medical, educational, social, pre-vocational, and  
25 rehabilitative, or other needed community services for eligible patients/clients.

26 These services provide for the continuity of care within the mental health system  
27 and related social service systems. Services shall include linkage and  
28 consultation, placement and plan development. Services may be either

1 face-to-face or by telephone with the patient/client or significant support  
2 persons. Linkage and consultation services include:

- 3 (a) Identification and pursuit of resources which are necessary and  
4 appropriate to implement the service plan;
- 5 (b) Interagency and intra-agency consultation, communication,  
6 coordination, and referral; and
- 7 (c) Monitoring service delivery, the service plan, and to ensure  
8 patient/client access to services and the service delivery system.

9 3. Mental Health Services (Individual, Group, and Family Therapy):

10 These are interventions designed to provide the maximum reduction of mental  
11 disability and restoration or maintenance of functioning consistent with the  
12 requirements for learning, development, independent living and enhanced  
13 self-sufficiency. Services shall be directed toward achieving the patient's/client's  
14 goals/desired results/personal milestones, and enabling patients/clients to benefit  
15 from their Regular or Special Education Services. For patients/clients who are  
16 seriously emotionally disturbed children and adolescents, mental health services  
17 provide a range of services to assist the patient/client to gain the social and  
18 functional skills necessary for appropriate development and social integration.

19 In order to effectively address each youth's significant deficits and symptoms  
20 related to his/her diagnosis, an individualized treatment plan will outline specific  
21 goals and objectives related to the mental health services that will be provided.  
22 Services may be either face-to-face or by telephone contact with the  
23 patient/client or significant support persons and may be provided anywhere in  
24 the community. In the unusual circumstance where the patient/client and/or  
25 significant other is not present, plan development activities hereunder may be  
26 provided without a face-to-face or telephone contact.

27 Services shall include assessment, evaluation, collateral, and rehabilitation  
28 services; including assistance in restoring or maintaining a patient's/client's or  
group of patients'/clients' functional skills, daily living skills, social skills,

1 grooming and personal hygiene skills, medication compliance, development of  
2 support systems; counseling of the patient/client and/or family; training in  
3 leisure activities integral to achieving the patient's/client's goals/desired  
4 results/personal milestones; and medication education.

5 C. TARGET POPULATION TO BE SERVED:

6 The primary target population is full scope Medi-Cal eligible individuals under 18 years of  
7 age who are identified by CONTRACTOR or referred by the Department of Mental Health  
8 and meet the eligibility criteria for EPSDT services.

9 II. RESPONSIBILITIES OF THE CONTRACTOR:

10 CONTRACTOR shall maintain the medical records required by Sections 70747-70751 of the  
11 California Code of Regulations. Records shall be maintained in accordance with Sections 51476  
12 of Title 22 of the California Code of Regulations. In all cases documentation for day treatment,  
13 medication support service and crisis intervention shall meet Medi-Cal requirements.

14 CONTRACTOR will accept clients referred by COUNTY placing agencies for services within the  
15 scope of the CONTRACTOR's practice and will provide services which are medically necessary,  
16 ethical, effective, legal and within professional standards of practice. If the CONTRACTOR  
17 believes a client is inappropriate for its service, the CONTRACTOR shall promptly notify the  
18 referring agency.

19 CONTRACTOR will notify COUNTY immediately in the event of: any known complaints  
20 against licensed staff; any restrictions in practice of license as stipulated to the State Bureau of  
21 Medical Quality Assurance, Community Care Licensing Division of the Department of Social  
22 Services of the State, or other State agency; any legal suits being initiated specific to the  
23 CONTRACTOR's practice; any criminal investigation of the CONTRACTOR being initiated; or  
24 any other action being instituted which affects CONTRACTOR's license or practice (for  
25 example, sexual harassment accusations). "Immediately" means no more than twenty-four (24)  
26 hours after notice of event.

27 CONTRACTOR agrees to cooperate with the COUNTY's Program Monitoring Review process,  
28 which ensures medical necessity, appropriateness, quality of care, and fiscal and administrative  
review. This review may include clinical record peer review, and other utilization review



1 program monitoring practices. CONTRACTOR will cooperate with these reviews, and will  
2 furnish necessary information, subject to Federal or State confidentiality laws, and provisions of  
3 this Agreement. Additionally, COUNTY Program Managers may conduct periodic facilities  
4 reviews in order to assure the quality of facilities and care provided.

5 A. SERVICE LOCATIONS:

6 CONTRACTOR shall provide services as listed in "I" above under this Agreement only  
7 at the following CONTRACTOR facility(ies).

8 PSUSD Administration

9 333 S. Farrell Dr.

10 Palm Springs, CA 92262

11 Additionally, CONTRACTOR shall provide field services at any of the District's  
12 Elementary, Middle, High and Alternative schools. A listing of these locations is attached  
13 at the end of this document.

14 CONTRACTOR shall notify in writing the Director at least sixty (60) days before  
15 terminating services at such location(s) and/or before commencing such services at any  
16 other location(s).

17 B. QUALITY OF CARE:

18 As express conditions precedent to maturing the COUNTY's payment obligation under  
19 the terms of this Agreement whether performed directly or through the instrumentality of  
20 a subcontractor as permitted under this Agreement, CONTRACTOR shall:

- 21 1. Take such action as required by CONTRACTOR's Medical Staff Bylaws against  
22 medical staff members who violate those bylaws, as the same may be from time  
23 to time amended.
  - 24 2. Provide services in the same manner to beneficiaries as it provides to all patients  
25 to whom it renders services.
  - 26 3. Not discriminate against beneficiaries in any manner.
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C. PRIOR AUTHORIZATION (If Applicable):

CONTRACTOR and COUNTY agree that COUNTY is responsible for paying for services, and that, except for emergencies, CONTRACTOR shall not be entitled to reimbursements for any services provided to a beneficiary unless CONTRACTOR has obtained the necessary authorization from COUNTY in accordance with COUNTY'S procedures.

D. ADMINISTRATIVE:

CONTRACTOR will be reimbursed for all time spent providing the direct services plus travel and documentation time. CONTRACTOR is responsible for timely submission of service billing and supportive documentation in order for COUNTY to enter all Management Information System data; including service billings, Medi-Cal eligibility information and Client Care Plans.

E. CLIENT RECORDS AND DOCUMENTATION:

CONTRACTOR must maintain clinical client records and meet minimum documentation requirements of Coordinated Care/Rehabilitation Option per COUNTY and State policy.

1. Timeliness/Frequency of Progress Notes will be documented at the frequency by type of service indicated below:

a) Every Service Contact:

- Mental Health Services.
- Medical Support Services.
- Crisis Intervention.

b) Daily:

- Crisis Stabilization (1x/23hr).

F. CLIENT COMPLAINT RESOLUTION/GRIEVANCE PROCEDURE:

CONTRACTOR will participate in the COUNTY Client Complaint/Grievance Procedure, which may from time to time be amended. An informal and formal appeal process has been developed to provide a method for resolving client complaints. Upon treatment, all Medi-Cal clients shall be given a COUNTY informational pamphlet explaining their right to file a grievance and the methods available to do so. A client

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assistant should be available if the client needs help in filing an informal or formal appeal. CONTRACTOR must abide by decisions of the COUNTY grievance review panels and/or State Hearing regarding treatment services provided to clients under this Agreement. Non-compliance in the decisions of the grievance review panel and/or State Hearing may result in the revocation of this Agreement.

G. OUTCOME MEASURES:

The CONTRACTOR and the COUNTY will work jointly to monitor outcome measures as follows:

- 1. Ninety percent (90%) of those served will remain out of the hospital during their stay.
- 2. Ninety percent (90%) will move to a lower level of care upon discharge.

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EXHIBIT B - MENTAL HEALTH  
LAWS, REGULATIONS AND POLICIES

Services shall be provided in accordance with policies and procedures as developed by COUNTY and those Federal and State laws, regulations and policies 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)

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>

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)

1 Welfare and Institutions Code 5678-79

2 Welfare and Institutions Code 5867 (Maintenance of Effort)

3 42 Code of Federal Regulations 438.608 (Program Integrity Requirements)

4 California Welfare & Institutions Code Sections 5600.4 and 5699.4.

5 Charges and Billing (Financial Regulations)

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

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

9 Government Code 8546.7 (Audits)

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

11 Centers for Medicare and Medicaid Services Manual

12 Child Abuse Reporting/Child Support

13 California Penal Code Sections 11164 – 11174.4 et seq.

14 Family Code, Section 5200 (Child Support)

15 Children System of Care

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

17 Community Care Facilities

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

20 Community Residential Treatment Program

21 California Welfare & Institutions Code Sections 5150 to 5152, 5600.2 to 5600.9 and  
22 5672 to 5699 (Community Treatment)

23 California Welfare & Institutions Code Section 5670 et seq.

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

2 Confidentiality

3 California Welfare & Institutions Code Section 5328 - 5330

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

5 42 CFR 431.300

6 45 CFR Parts 160, 162 and 164 (Standards for Privacy of Individually Identifiable Health  
7 Information)

8 45 CFR 205.50

9 Elderly and Dependent Adult Abuse Reporting

10 California Welfare & Institutions Code Sections 15600 et seq.

11 Health Care Facilities

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

14 Occupational Safety and Health Administration (OHSA) and Cal OHSA

15 Homeless Mentally Disabled

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

17 California Welfare & Institutions Code Section 5680 et seq.

18 Life Support

19 California Welfare & Institutions Code Section 4075 to 4078

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

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

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1           Medication Protocol

2           Riverside County Mental Health “Psychotropic Medication Protocols for Children and  
3           Adolescents” Publication

4           Riverside County Mental Health “Medication Guidelines” Publication

5           Minors in Health Care Facilities

6           California Welfare & Institutions Code Section 5751.7

7           Negotiated Net Amount and Negotiated Net Agreements

8           California Welfare and Institutions Code Sections 5705 to 5716

9           Non Discrimination

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

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

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

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

14           Patients Rights

15           California Welfare & Institutions Code Sections 5325 et seq.

16           California Code of Regulations, Title 22, Section 70707

17           Policies

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

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

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

22           County and Departmental policies, as applicable to this Agreement

23           Quality Assurance

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

2 Short-Doyle/Medi-Cal

3 California Code of Regulations, Title 22, Division 3

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

6 Welfare and Institutions Code 5250 (Hearing Procedure)

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

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

10 Social Rehabilitation Programs

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

12 Special Education Pupils (AB 3632)

13 California Welfare & Institutions Code Section 18350 et seq.

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

15 Voter Registration

16 National Voter Registration Act of 1993

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

**CONTRACTOR NAME:** Palms Springs Unified School District  
**PROGRAM NAME:** PSUSD MH Clinic  
**DEPARTMENT ID:** 4100202277.74740

**A. REIMBURSEMENT:**

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

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

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

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

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

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

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  X   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.

\_\_\_\_\_ 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.

\_\_\_\_\_ 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, less revenue collected.

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

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

  X   The final year-end local match settlement for EPSDT Local Match contract(s) shall be based on the County's final State EPSDT settlement.

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

1 applicable maximum reimbursement rates promulgated each year by  
2 the COUNTY.

3 B. MAXIMUM OBLIGATION:

4 COUNTY'S maximum obligation for FY 2014/2015 shall be \$1,742,213 subject  
5 to availability of applicable Federal, State, local and/or COUNTY funds.

6 C. BUDGET:

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

12 D. MEDI-CAL (MC):

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

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

24 E. LOCAL MATCH REQUIREMENTS:

25 CONTRACTOR is required to make quarterly estimated EPSDT local match  
26 payments to COUNTY based on 5% of the amount invoiced. Local match  
27 requirement is subject to annual settlement.

28 F. 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

1 Department of Health Care Services Revenue Manual, Section 1,  
2 CONTRACTOR shall collect revenues for the provision of the services  
3 described pursuant to Exhibit A. Such revenues may include but are  
4 not limited to, fees for services, private contributions, grants or other  
5 funds. All revenues received by CONTRACTOR shall be reported in  
6 their annual Cost Report, and shall be used to offset gross cost.

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

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Share of Cost amount (s) with the State. CONTRACTOR is obligated to attempt to collect the cleared Share of Cost amount (s) from the client. CONTRACTOR must notify the COUNTY in writing of cleared Medi-Cal Share of Cost (s) within seventy two (72) hours (excluding holidays) of the CONTRACTOR'S received notification from the State. CONTRACTOR shall be responsible for faxing the cleared Medi-Cal 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 monthly Medi-Cal share of cost in lieu of their annual liability. Medicare clients will be responsible for any co-insurance and/or deductible for services rendered at Medicare certified sites.

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

1 10. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client  
2 fees. Notification must be made within ten (10) days following any fee  
3 increase.

4 G. REALLOCATION OF FUNDS:

- 5 1. No funds allocated for any mode and service function as designated in  
6 Schedule I may be reallocated to another mode and service function  
7 unless prior written consent and approval is received from COUNTY  
8 Program Administrator/Manager and confirmed by the Fiscal Supervisor  
9 prior to either the end of the Contract Period of Performance or the end  
10 of the fiscal year (June 30<sup>th</sup>). Approval shall not exceed the maximum  
11 obligation.
- 12 2. In addition, CONTRACTOR may not, under any circumstances and  
13 without prior written consent and approval being received from  
14 COUNTY Program Administrator/Manager and confirmed by the Fiscal  
15 Supervisor, reallocate funds between mode and service functions as  
16 designated in the Schedule I that are defined as non-billable by the  
17 COUNTY, State or Federal governments from or to mode and service  
18 functions that are defined as billable by the COUNTY, State or Federal  
19 governments.
- 20 3. If this Agreement includes more than one Exhibit C and/or more than  
21 one Schedule I, shifting of funds from one Exhibit C to another and/or  
22 from one Schedule I to another is also prohibited without prior written  
23 consent and approval being received from COUNTY Program  
24 Administrator/Manager and confirmed by the Fiscal Supervisor prior to  
25 the end of either the Contract Period of Performance or fiscal year.

26 H. RECOGNITION OF FINANCIAL SUPPORT:

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

I. PAYMENT:

Exhibit C

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1. Monthly reimbursements may be withheld and recouped at the discretion of the Director or its designee due to material contract non-compliance, including audit disallowances, invoice(s), or contract overpayment, and/or adjustments or disallowances resulting from the COUNTY Contract Monitoring Review (CMT), COUNTY Program Monitoring, Federal or State Audit, and/or the Cost Report Reconciliation/Settlement process.
2. In addition, if the COUNTY determines that there is any portion (or all) of the CONTRACTOR invoice(s) that cannot be substantiated, verified or proven to be valid in any way for any fiscal year, then the COUNTY reserves the right to disallow and/or withhold current and/or future payments from CONTRACTOR until valid, substantial proof of any and/or all items billed for is received, verified and approved by the COUNTY.
3. In addition to the annual CMT, Program Monitoring, and Cost Report Reconciliation/Settlement processes, the COUNTY reserves the right to perform 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 monthly reimbursements to CONTRACTOR, at any time without prior notification to CONTRACTOR, for service deletes and denials that may occur in association with this agreement. COUNTY shall notify CONTRACTOR of any such instances of services deletes and denials and subsequent withholds and/or reductions to CONTRACTOR invoices or monthly reimbursements.
4. Notwithstanding the provisions of Paragraph 1-1 and 1-2 above, CONTRACTOR shall be paid in arrears based upon the actual units of services provided and entered into the COUNTY'S specified Electronic

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Management Information System (MIS) or through an interface between the COUNTY system and CONTRACTORS billing System.

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

5. CONTRACTOR shall work with their respective COUNTY Regions or Programs to generate a monthly invoice for payment through the MIS batching process. In addition, the COUNTY will work with the



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CONTRACTOR to access data in the MIS in order for the CONTRACTOR to provide a quarterly report to their designated COUNTY Region/Program describing outcomes, and progress updates and services delivered based upon the contract's Exhibit A "Scope of Work".

- 6. CONTRACTOR shall provide the COUNTY with all information necessary for the preparation and submission to the State, if applicable, for all billings, and the audit of all billings.
- 7. In order to insure that CONTRACTOR will receive reimbursement for services rendered under this agreement, CONTRACTOR shall be responsible for notifying Medi-Cal if at any time CONTRACTOR discovers or is made aware that client Medicare and/or Insurance coverage has been terminated or otherwise is not in effect.
- 8. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will be paid by the COUNTY thirty (30) calendar days after the date a correct PIF is received by the COUNTY and invoice is generated by the applicable COUNTY Region/Program.

J. COST REPORT:

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

\_\_\_\_\_ Thirty (30) calendar days following the end of each fiscal year (June 30<sup>th</sup>), or the expiration or termination of the contract, whichever occurs first.

  X   Forty-five (45) calendar days following the end of each fiscal year (June 30<sup>th</sup>), or the expiration or termination of the contract, whichever occurs first.

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

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

1 7. All current and/or future payments to CONTRACTOR will be withheld by  
2 the COUNTY until all final, current and prior year Cost Report (s) have  
3 been reconciled, settled and signed by CONTRACTOR, and received  
4 and approved by the COUNTY.

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

12 K. BANKRUPTCY:

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

19 L. AUDITS:

20 1. CONTRACTOR agrees that any duly authorized representative of the  
21 Federal Government, the State or COUNTY shall have the right to  
22 audit, inspect, excerpt, copy or transcribe any pertinent records and  
23 documentation relating to this Agreement or previous Agreements in  
24 previous years.

25 2. If this contract is terminated in accordance with Section XXIX,  
26 TERMINATION PROVISIONS, the COUNTY, Federal and/or State  
27 governments may conduct a final audit of the CONTRACTOR. Final  
28 reimbursement to CONTRACTOR by COUNTY shall not be made until  
all audit results are known and all accounts are reconciled. If  
applicable, revenue collected by CONTRACTOR during this period for  
services provided under the terms of this Agreement will be regarded

1 as revenue received and deducted as such from the final  
2 reimbursement claim.

3 3. Any audit exception resulting from an audit conducted by any duly  
4 authorized representative of the Federal Government, the State or  
5 COUNTY shall be the sole responsibility of the CONTRACTOR. Any  
6 audit disallowance adjustments shall be paid in full upon demand or  
7 withheld at the discretion of the Director of Mental Health against  
8 amounts due under this Agreement or Agreement(s) in subsequent  
9 years.

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

22 **M. TRAINING:**

23 1. CONTRACTOR understands that as the COUNTY implements its  
24 current MIS to comply with Federal, State and/or local funding and  
25 service delivery requirements, CONTRACTOR will, therefore, be  
26 responsible for sending at least one representative to receive all  
27 applicable COUNTY training associated with, but not limited to,  
28 applicable service data entry, client registration, billing and invoicing  
(batching), and learning how to appropriately and successfully utilize  
and/or operate the current and/or upgraded MIS as specified for use by

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the COUNTY under this agreement. The COUNTY will notify the CONTRACTOR when such training is required and available.

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

**SCHEDULE I  
MENTAL HEALTH**

CONTRACTOR NAME: PALM SPRINGS UNIFIED SCHOOL DISTRICT  
 PROGRAM NAME: PSUSD MH Clinic  
 DEPT ID/PROGRAM: 4100202277.74740  
 REGION/PC **DESERT**  
 MONTHLY NEGOTIATED RATE  
 YEAR END ACTUAL COST

Revised: 10/14/2014

CONTRACT PROVIDER NAME: PSUSD	FISCAL YEAR: 14/15
NEGOTIATED RATE ( )	ACTUAL COST ( X )
NEGOTIATED NET AMOUNT ( )	
FISCAL RU NUMBER: 33LMNC	DEPT. ID/PROGRAM/ACCOUNT CODE: 4100202277.74740

REGION: **Desert**

TYPE OF MODALITY:

	CM	MHS	Crisis	TOTAL	
RU #s:					
ACCOUNT CODE:	530280	530280	530280		
ELMR SERVICE CODES:	520	360, 363, 90846F, 90846NF, 90849, 90847F, 90847NF, 90791A, 90832IT, 90834IT, 90837IT	90839CI		
OLD SPUDS MODE OF SERVICE:	15	15	15		
OLDS SPUDS SERVICE FUNCTION:	01-09	10-50	70		
NUMBER OF UNITS	2,000	901,293	4,715		
COST PER UNIT:	\$1.80	\$1.91	\$3.50		1.9108375
GROSS COST:	\$3,600	\$1,722,110	\$16,503	\$1,742,213	\$1,722,110
LESS REVENUES COLLECTED					\$0
BY CONTRACTORS:					
A. PATIENT FEES					
B. PATIENT INSURANCE					
C. OTHER					
TOTAL CONTRACTOR REVENUES					
LESS MEDI-CAL/FFP					
MAXIMUM OBLIGATION	3,600	1,722,110	16,503	1,742,213	
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:					%
A. MEDI-CAL/FFP/FEDERAL SHARE	1,800	861,055	8,251	871,106	50.00%
B. 2011 REALIGNMENT FUNDS	1,440	688,844	6,601	696,885	40.00%
C. STATE GENERAL FUNDS	0	0	0	0	0.00%
D. COUNTY FUNDS	0	0	0	0	0.00%
E. MEDI-CAL MATCHING FUNDS:	0	0	0	0	0.00%
1. Local Match	360	172,211	1,650	174,221	10.00%
2.	0	0	0	0	0.00%
F. OTHER: MSA	0	0	0	0	0.00%
TOTAL (SOURCES OF FUNDING)	\$3,600	\$1,722,110	\$16,503	\$1,742,213	100.00%

FUNDING SOURCES DOCUMENT: CLIB 14/15

STAFF ANALYST SIGNATURE: 

DATE: 10/27/14

FISCAL SERVICES SIGNATURE: 

DATE: 10.29.14