

COUNTY OF RIVERSIDE
DEPARTMENT OF MENTAL HEALTH



This agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Oasis Rehabilitation Center, Inc., 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 or K attached hereto and incorporated herein, hereinafter referred to as "Agreement."

CONTRACTOR

By: *Kent Dunlap*
Kent Dunlap
Print Name
Date: 4/3/15

COUNTY COUNSEL:

Gregory P. Priamos
Approved as to form
By: *[Signature]*

COUNTY

By: _____
Marion Ashley, Chairman
Board of Supervisors
Date: _____

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I

DESCRIPTION OF SERVICES:

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

II

PERIOD OF PERFORMANCE:

This Agreement shall be effective as of July 1, 2015, and continue in effect through June 30, 2016. The Agreement may thereafter be renewed annually, by mutual agreement of the parties, up to an additional five (5) years, subject to the availability of funds and satisfactory performance of services.

III

REIMBURSEMENT AND USE OF FUNDS PAYMENT:

A. Reimbursement

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

B. Restrictions On Salaries

1 CONTRACTOR agrees that no part of any federal funds provided under this
2 Agreement shall be used by the CONTRACTOR, or its Subcontractors to pay the
3 salary of an individual at a rate in excess of Level 1 of the Executive Schedule.
4 Salary schedules may be found at <http://www.opm.gov/oca>. CONTRACTOR shall
5 be responsible for making sure that their organization is in full compliance with all
6 applicable Federal, State, County or local salary restrictions in conjunction with
7 performing the services herein.
8

9 C. Union Organizing

- 10 1. CONTRACTOR will not assist, promote, or deter union organizing by
11 employees performing work on a state service contract, including a public
12 works contract.
13
14 2. CONTRACTOR will not, for any business conducted under this Agreement,
15 use any state property to hold meetings with employees or supervisors, if the
16 purpose of such meetings is to assist, promote or deter union organizing unless
17 the state property is equally available to the general public for holding
18 meetings.
19
20 3. If the CONTRACTOR incurs costs, or makes expenditures to assist, promote,
21 or deter union organizing, CONTRACTOR will maintain records sufficient to
22 show that no reimbursement from state funds has been sought for these costs,
23 and the CONTRACTOR shall provide those records to the County and then to
24 the Attorney General upon request.
25

26 D. Lobbying And Restrictions And Disclosures Certification
27
28

1 Applicable to federally funded contracts in excess of \$100,000 per 31 U.S.C. Section
2 1352 and 45 C.F.R. Part 93:

3 1. Certification and Disclosure Requirements

4 a. CONTRACTOR (or recipient) who requests or receives a contract, sub-
5 contract, grant or sub-grant, which is subject to 31 U.S.C., Section
6 1352, and which exceeds \$100,000 at any tier, shall file a certification
7 (in the form set forth in by the COUNTY), consisting of one page,
8 entitled "Certification Regarding Lobbying" that the recipient has not
9 made, and will not make, any payment prohibited by sub-section B of
10 this provision.

11
12
13 b. CONTRACTOR shall file a disclosure (in the form set forth by the
14 COUNTY, entitled "Standard Form-LLL-Disclosure of Lobbying
15 Activities") if any funds other than federally appropriated funds have
16 been paid or will be paid to any person for influencing or attempting to
17 influence any officer or employee of any agency, a Member of
18 Congress, an officer or employee of Congress, or any employee of a
19 Member of Congress in connection with this federal grant.

20
21 c. CONTRACTOR shall require that the language of this certification be
22 included in the award documents for all sub-awards at all tiers
23 (including subcontracts, sub-grants, and contracts under grants, loans
24 and cooperative agreements) and that all sub-recipients shall certify and
25 disclose accordingly.
26
27
28

1 d. CONTRACTOR shall file a disclosure form at the end of each calendar
2 quarter in which there occurs any event that requires disclosure or that
3 materially affect the accuracy of the information contained in any
4 disclosure form previously filed by such person under Paragraph 1(a)
5 herein. An event that materially affects the accuracy of the information
6 reported includes:

7
8 (i) A cumulative increase \$25,000, or more in the amount paid or
9 expected to be paid for influencing or attempting to influence a
10 covered federal action;

11
12 (ii) A change in the person(s) or individual(s) influencing or
13 attempting to influence a covered federal action;

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

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

23
24 (v) All disclosure forms (but no certifications) shall be forwarded from
25 tier to tier until received by the entity referred to in Paragraph 1(a)
26 of this provision. The CONTRACTOR shall forward all disclosure
27
28

1 forms to the COUNTY in order for the COUNTY to forward to
2 Program/Regional Administrator.

3 E. Prohibition

4 31 U.S.C. Section 1352 provides in part that no Federal appropriated funds
5 may be expended to pay any person influencing or attempting to influence an officer
6 or employee of any agency, a Member of Congress, an officer or employee of
7 Congress, or an employee of a Member of Congress in connection with any of the
8 following covered federal actions: the awarding of any federal contract, the making
9 of any federal grant, the making of any federal loan, entering into any cooperative
10 agreement, and the extension, continuation, renewal, amendment, or modification of
11 any federal contract, grant, loan or cooperative agreement.
12
13

14 F. National Provider Identifier (NPI)

15 All HIPAA covered healthcare providers must obtain an NPI. Provider's site NPIs
16 must be submitted to the Riverside County Department of Mental Health (RCDMH)
17 Information Services Unit prior to rendering services to clients. Contractors providing
18 direct or indirect services for State reporting must also submit rendering (individual)
19 provider NPIs to RCDMH Information Services Unit for each staff member providing
20 Medi-Cal billable services. Contractor reimbursement will not be processed unless
21 NPIs are on file with RCDMH in advance of providing services to clients. It is the
22 responsibility of each contract provider site and individual staff member that bills
23 Medi-Cal to obtain an NPI from the National Plan and Provider Enumeration System
24 (NPPES). Each contract site, as well as every staff member that provides billable
25 services, is responsible for notifying the National Plan & Provider Enumeration
26
27
28

1 System (NPPES) within 30 days of any updates to personal information (worksite
2 address, name changes, taxonomy code changes, etc.).

3 IV

4 PROGRAM SUPERVISION, MONITORING AND REVIEW:

5 Pursuant to Welfare & Institutions Code (WIC) Section 5608 services hereunder shall
6 be provided by CONTRACTOR under the general supervision of the COUNTY Director of
7 Mental Health, hereinafter called DIRECTOR, or his authorized designee.
8

9 A. CONTRACTOR agrees to extend to DIRECTOR or his designee, the COUNTY
10 Contract Monitoring Team, COUNTY Case Management Staff, and other authorized
11 County, Federal and/or State representatives, the right to enter the program facilities
12 during operating hours to monitor client well-being and the right to review and
13 monitor CONTRACTOR's facilities, programs, policies, practices, books, records, or
14 procedures during operating hours.
15

16 1. In exercising the right to review or monitor CONTRACTOR's administrative,
17 clinical, fiscal, and program components, staff and facility(ies), the COUNTY
18 shall enforce Agreement provisions and applicable COUNTY policies identified
19 throughout this Agreement, including those related to threats and violent behavior
20 or harassment in the workplace concerning its employees.
21

22 2. CONTRACTOR further agrees to authorize the COUNTY, under this Agreement,
23 to have access to all COUNTY consumers, to collaborate with treating staff, and to
24 review necessary documents to ensure that the consumer has received all necessary
25 assessments, all necessary treatment planning with measurable goals, and
26 documented progress towards goals.
27
28

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 non-compliance.

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 in order to give the CONTRACTOR
15 the opportunity to come into compliance.

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

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

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

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 required for material non-compliance as it pertains to any
26 provision of this Agreement.
27
28

STATUS OF CONTRACTOR:

A. CONTRACTOR acknowledges that this Agreement is by and between the COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. CONTRACTOR is, and shall at all times be deemed to be, an independent CONTRACTOR and shall be wholly responsible for the manner in which it performs the services required. CONTRACTOR assumes the exclusive responsibility for the acts of its employees or agents as they relate to services to be provided. CONTRACTOR shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any of its employees, agents and/or subcontractors for any injuries arising from or connected with services performed on behalf of COUNTY pursuant to this Agreement.

B. CONTRACTOR certifies that it will comply with all applicable state and federal labor laws and regulations, including, but not limited to, those issued by the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor and California Division of Occupational Safety and Health.

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

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

4 E. CONTRACTOR shall indemnify COUNTY for any and all federal or state
5 withholding or retirement payments which COUNTY may be required to make
6 pursuant to federal 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
10 status 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 G. CONTRACTOR shall comply with the disclosure to COUNTY of ownership,
21 control, and relationship information as required in 42 C.F.R. Sections 455.101 and
22 455.104.

23
24 VI

25 ADMINISTRATIVE CHANGE IN STATUS:

26 A. If, during the term of the Agreement, there is a change in CONTRACTOR'S status,
27 a detailed description of the change must be submitted to COUNTY in writing at
28

1 least sixty (60) days prior to the effective date of the change. A change in status is
2 defined as, but is not limited to, a name change not amounting to a change of
3 ownership, a change in the name of the individual authorized to sign contract
4 documents, moving a facility's service location within the same region, closing a
5 facility with services being offered in another already existing contracted facility, or
6 change in services offered without an increase to the Agreement maximum. Other
7 changes to the Agreement may result in a more formal Agreement amendment.
8 Involuntary changes of status due to disasters should be reported to the COUNTY as
9 soon as possible.
10

11 B. CONTRACTOR is responsible for providing to the COUNTY, annually, at the
12 beginning of each fiscal year and upon execution of the CONTRACTOR'S
13 Agreement, emergency and/or after hour contact information for the
14 CONTRACTOR'S organization. CONTRACTOR'S emergency and/or after hour
15 contact information shall include, but is not limited to, first and last name of
16 emergency and/or after hour contact, telephone number, cellular phone number, and
17 applicable address(s). CONTRACTOR shall provide this information to the
18 COUNTY at the same time the CONTRACTOR provides the COUNTY with annual
19 insurance renewals and/or changes to insurance coverage.
20

21 C. CONTRACTOR shall be responsible for updating this information, immediately and
22 in writing, when changes in CONTRACTOR'S emergency and/or after hour contact
23 information occurs during the fiscal year or prior to the end of the fiscal year.
24 Written CONTRACTOR'S updates of this information shall be provided to the
25 COUNTY in accordance with Section XXXI, NOTICES, of this Agreement.
26
27
28

1 D. If there are any CONTRACTOR administrative changes, such as signatory authority,
2 management, site addresses, business locations, remittance addresses, tax
3 identification numbers, business ownership, etc., a letter, on CONTRACTOR's
4 letterhead and signed by the CONTRACTOR's Chairman of the Board or President
5 or Chief Executive Officer, or its designee, and/or a copy of CONTRACTOR's
6 Board minutes authorizing the change(s), the appropriate documentation must be
7 submitted to COUNTY within two weeks of the change.
8

9 VII

10 DELEGATION AND ASSIGNMENT:

- 11 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in
12 part, without prior written consent of COUNTY; provided, however, obligations
13 undertaken by CONTRACTOR pursuant to this Agreement may be carried out by
14 means of subcontracts, provided such subcontracts are approved in writing by the
15 DIRECTOR (or his designee), prior to CONTRACTOR'S finalization of the
16 subcontract, meet the requirements of this Agreement as they relate to the service or
17 activity under subcontract, and include any provisions that the DIRECTOR may
18 require, nor shall any subcontract result in, or imply, the creation of a relationship
19 between the COUNTY and any subcontractor.
20
21 B. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to
22 COUNTY pursuant to this Agreement.
23
24 C. CONTRACTOR may not assign the rights hereunder, either in whole or in part,
25 without the prior written consent of COUNTY. Any attempted assignment or
26 delegation in derogation of this paragraph shall be void.
27
28

1 D. Any change in the corporate or business structure of CONTRACTOR, such as a
2 change in ownership or majority ownership change resulting in a change to the
3 Federal Tax ID, shall be deemed an assignment for purposes of this paragraph.

4 VIII

5 ALTERATION:

6 No alteration or variation of the terms of this Agreement shall be valid unless made
7 in writing and signed by the parties hereto. No oral understanding or agreement not
8 incorporated herein, shall be binding on any of the parties hereto unless specifically made
9 in writing by both parties hereto.
10

11 IX

12 LICENSES:

13 A. CONTRACTOR warrants and certifies that it has all applicable, appropriate, and
14 necessary licenses, permits, approvals, certifications, waivers, and/or exemptions
15 necessary to provide the services outlined herein, for its business to operate, and for
16 personnel to provide services hereunder, and as required by all applicable laws and
17 regulations set forth by the Federal, State, County and local governments, and all
18 other appropriate governmental agencies.
19

20 B. CONTRACTOR agrees to maintain these licenses, permits, approvals, certifications,
21 waivers, and exemptions, etc. throughout the term of this Agreement.
22

23 C. CONTRACTOR shall notify DIRECTOR, or its designee, immediately and in
24 writing of its inability to maintain, irrespective of the pendency of an appeal of such
25 licenses, permits, approvals, certifications, waivers or exemptions.
26

27 X

1 INDEMNIFICATION:

2 CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special
3 Districts, and Departments of the County of Riverside, their respective directors, officers,
4 Board of Supervisors, employees, agents, elected and appointed officials and representatives
5 from any liability whatsoever, based or asserted upon services of CONTRACTOR, its agents,
6 employees, or subcontractors, arising out of or in anyway relating to this Agreement, for
7 property damage, bodily injury, or death or any other element of damage of any kind or
8 nature resulting from any acts or failure to act or omission on the part of the
9 CONTRACTOR, its directors, officers, agents, employees or subcontractors hereunder, and
10 CONTRACTOR shall defend, at its sole expense, including but not limited to attorney fees,
11 all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their
12 respective directors, officers, Board of Supervisors, employees, agents, elected and appointed
13 officials and representatives in any legal claim or action based upon such alleged acts, failure
14 to act or omissions.
15

16
17 COUNTY shall indemnify Contractor against any claim, demands, or liability arising
18 from damage to property, and injuries to persons, which may arise out of or because of
19 COUNTY'S performance of its duties under this Agreement, or failure to perform, but only
20 in proportion to and to the extent such claim demands, damages or liability are caused by, or
21 result from the negligent or intentional acts or omissions of COUNTY, its officers, agent, or
22 employee.
23

24 XI

25 INSURANCE:

26
27 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or
28 hold the COUNTY harmless, CONTRACTOR shall procure and maintain the following

1 insurance coverage during the term of this Agreement. With respect to the insurance section
2 only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special
3 Districts, and Departments, their respective directors, officers, Board of Supervisors,
4 employees, elected or appointed officials, agents, or representatives as Additional Insureds.

5
6 A. Workers' Compensation

7 If CONTRACTOR has employees as defined by the State of California, CONTRACTOR
8 shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws
9 of the State of California. Policy shall include Employers' Liability (Coverage B)
10 including Occupational Disease with limits not less than \$1,000,000 per person per
11 accident. Policy shall be endorsed to waive subrogation in favor of the County of
12 Riverside.
13

14 B. Commercial General Liability

15 Commercial General Liability insurance coverage, including but not limited to, premises
16 liability, unmodified contractual liability, products and completed operations liability,
17 personal and advertising injury, and cross liability coverage, covering claims which may
18 arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy
19 shall name the COUNTY as an Additional Insured. Policy's limit of liability shall not be
20 less than \$1,000,000 per occurrence combined single limit. If such insurance contains a
21 general aggregate limit, it shall apply separately to this Agreement or be no less than two
22 (2) times the occurrence limit.
23
24

25 C. Fidelity Bond

26 CONTRACTOR agrees to a Fidelity Bond or Crime Insurance policy equal to the
27 maximum Agreement amount. Such coverage shall protect against all loss of money,
28

1 securities, or other valuable property entrusted by COUNTY to CONTRACTOR and
2 apply to all of CONTRACTOR'S directors, officers, agents and employees who regularly
3 handle or have responsibility for such money, securities or property. The COUNTY and
4 its Agents shall be named as a Loss Payee as its interests may appear. This insurance
5 shall include third party fidelity coverage, include coverage for loss due to theft,
6 mysterious disappearance, and computer fraud/theft, and shall not contain a requirement
7 for an arrest and/or conviction.
8

9 D. Vehicle Liability

10 CONTRACTOR shall maintain liability insurance for all vehicles or other mobile
11 equipment used in the performance of the obligations under this Agreement in an amount
12 not less than \$1,000,000 per occurrence combined single limit. If such insurance
13 contains a general aggregate limit, it shall apply separately to this Agreement or be no
14 less than two (2) times the occurrence limit. Policy shall name the COUNTY as
15 Additional Insured.
16

17 E. Professional Liability

18
19 CONTRACTOR shall maintain Professional Liability Insurance providing coverage for
20 CONTRACTOR'S performance of work included within this Agreement, with a limit of
21 liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If
22 CONTRACTOR'S Professional Liability Insurance is written on a 'claims made' basis
23 rather than on an 'occurrence' basis, such insurance shall continue through the term of this
24 Agreement. Upon termination of this Agreement or the expiration or cancellation of the
25 claims made insurance policy CONTRACTOR shall purchase at his sole expense either 1)
26 an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates
27
28

1 Coverage from a new insurer with a retroactive date back to the date of, or prior to, the
2 inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that
3 CONTRACTOR has maintained continuous coverage with the same or original insurer.
4 Coverage provided under this section shall continue for a period of five (5) years beyond
5 the termination of this Agreement.
6

7 F. General Insurance Provisions - All Lines

- 8 1. Any insurance carrier providing insurance coverage hereunder shall be admitted to
9 the State of California and have an A.M. BEST rating of not less than an A: VIII (A:
10 8) unless such requirements are waived, in writing, by the COUNTY Risk Manager.
11 If the COUNTY Risk Manager waives a requirement for a particular insurer, such
12 waiver is only valid for that specific insurer and only for one policy term.
13
- 14 2. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or
15 self-insured retentions. If such deductibles or self-insured retentions exceed
16 \$500,000 per occurrence, such deductibles and/or retentions shall have the prior
17 written consent of the COUNTY Risk Manager before the commencement of
18 operations under this Agreement. Upon notification of deductibles or self insured
19 retentions which are deemed unacceptable to the COUNTY, at the election of the
20 COUNTY Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or
21 eliminate such deductibles or self-insured retentions with respect to this Agreement
22 with the COUNTY, or 2) procure a bond which guarantees payment of losses and
23 related investigations, claims administration, defense costs and expenses.
24
- 25 3. The CONTRACTOR shall cause their insurance carrier(s) to furnish the County of
26 Riverside with 1) a properly executed original Certificate(s) of Insurance and
27
28

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

- 26 4. It is understood and agreed by the parties hereto and the CONTRACTOR'S
27 insurance company(s), that the Certificate(s) of Insurance and policies shall so
28

1 covenant and shall be construed as primary insurance, and the COUNTY'S
2 insurance and/or deductibles and/or self-insured retentions or self-insured programs
3 shall not be construed as contributory.

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

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

10 XII

11 LIMITATION OF COUNTY LIABILITY:

12
13 Notwithstanding any other provision of this Agreement, the liability of COUNTY
14 shall not exceed the amount of funds appropriated in the support of this Agreement by the
15 California Legislature.

16 XIII

17 WARRANTY AGAINST CONTINGENT FEES:

18
19 CONTRACTOR warrants that no person or selling agency has been employed or
20 retained to solicit or secure this Agreement upon any agreement or understanding for any
21 commission, percentage, brokerage, or contingent fee, excepting bona fide employees or
22 bona fide established commercial or selling agencies maintained by CONTRACTOR for
23 the purpose of securing business. For CONTRACTOR'S breach or violation of this
24 warranty, COUNTY may, at its sole discretion, deduct from the Agreement price of
25 consideration, or otherwise recover, the full amount of such commission, percentage,
26 brokerage, or contingent fee.
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XIV

NON-DISCRIMINATION:

A. Employment

1. Affirmative Action shall be taken to ensure applicants and employees are treated without regard to their race, religion, color, creed, gender, national origin, age, sexual preference, marital status, physical, sensory, cognitive or mental disabilities. Such affirmative action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from DIRECTOR, or his designee, and/or the United States Equal Employment Opportunity Commission setting forth the provisions of this Section.
2. All solicitations or advertisements for recruitment of employment placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religion, color, creed, gender, national origin, age, sexual preference, marital status or physical, sensory, cognitive or mental disabilities.
3. Each labor union or representative of workers with which CONTRACTOR has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or worker's representative of the commitments under this Nondiscrimination Section and shall post copies of the

1 notice in conspicuous places available to employees and applicants for
2 employment.

- 3 4. In the event of noncompliance with this section or as otherwise provided by
4 State and Federal law, this Agreement may be terminated or suspended in
5 whole or in part and CONTRACTOR may be declared ineligible for future
6 contracts involving Federal, State, or COUNTY funds.
7

8 B. Services, Benefits, and Facilities

- 9 1. CONTRACTOR certifies that CONTRACTOR and any or all of its
10 Subcontractors shall not unlawfully discriminate in the provision of services
11 because of race, religion, color, creed, gender, national origin, age, sexual
12 preference, marital status, or physical, sensory, cognitive, or mental disability
13 as provided by state and federal law and in accordance with Title VI of the
14 Civil Rights Act of 1964 [42 U.S.C. 2000(d)]; Age Discrimination Act of 1975
15 (42 U.S.C. 6101); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.
16 794) (as amended); Education Amendments of 1972 (20 U.S.C. 1681);
17 Americans with Disabilities Act of 1990 (42 U.S.C. 12101); 45 C.F.R. Part 84;
18 provisions of the Fair Employment and Housing Act and regulations
19 promulgated hereunder (Government Code Section 12900 et. seq.) and 2
20 C.C.R. Section 7285.0 et seq.; Government Code Section 11135 et. seq.; and 9
21 C.C.R. Section 10800 et. seq.
22

- 23 2. For the purpose of this Agreement, discrimination on the basis of race,
24 religion, color, creed, gender, national origin, age, marital status, sexual
25 preference, or physical, sensory, cognitive, or mental disability includes, but is
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1 not limited to, the following: denying an otherwise eligible individual any
2 service or providing benefit which is different, or is provided in a different
3 manner or at a different time, from that provided to others under this
4 Agreement; subjecting any otherwise eligible individual to segregation or
5 separate treatment in any matter related to the receipt of any services;
6 restricting an otherwise eligible individual in any way in the enjoyment of any
7 advantages or privilege enjoyed by others receiving any services or benefit;
8 and/or treating any individual differently from others in determining whether
9 such individual satisfied any admission, enrollment, eligibility, membership, or
10 other requirement or condition which individuals must meet in order to be
11 provided any service or benefit.
12

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

3 4. CONTRACTOR will maintain a safe facility in accordance with Title 9,
4 Division 1 of the California Code of Regulations (C.C.R.). CONTRACTOR
5 will store and dispense medications in compliance with all applicable State and
6 Federal laws and regulations and COUNTY'S "Medication Guidelines,"
7 available from the COUNTY Quality Improvement – Outpatient Division.
8

9 5. A completed ADA/504 Self-Evaluation (Access to Services) Plan, including a
10 Checklist for Accessibility must be submitted as a part of the application
11 process requirement for contracting.
12

13 6. CONTRACTORS that relocate must find space that is accessible.
14 CONTRACTORS that renovate their existing space must meet accessibility
15 standards in order to maintain funding, certification or licensure.
16

17 7. CONTRACTORS that are not currently accessible to people with disabilities
18 must have a written and posted referral policy and plan developed in
19 conjunction with the county mental health program administration and
20 consumers must be provided with a copy of this policy.
21

22 8. Existing facilities must provide a current written ADA/504 (Access to
23 Services) Plan to the County at each renewal, including a current Disability
24 Admission and Referral Policy developed in conjunction with the County
25 Mental Health Administration.
26

27 XV

28 PERSONS WITH DISABILITIES:

1 CONTRACTOR agrees to comply with Section 504 of the Rehabilitation Act of
2 1973, as amended (29 U.S.C. 794) and all requirements as imposed by the applicable
3 Federal Department of Health and Human Services (DHHS) regulations (45 C.F.R. Part
4 84), and all guidelines and interpretations issued pursuant thereto. No qualified person
5 with a disability shall, on the basis of their disability be excluded from participation, be
6 denied the benefits of, or otherwise be subjected to discrimination under any program,
7 service activity or employment opportunity provided by programs licensed or certified
8 under this Agreement.
9

10 XVI

11 REPORTS:

- 12
- 13 A. CONTRACTOR shall participate in the COUNTY'S Management Information
14 System (MIS) as required by the Director, or his authorized designee. CONTRACTOR
15 shall report to the program, applicable client and staff related data regarding the
16 CONTRACTOR'S program by the fifth (5th) working day of the following month.
17
- 18 B. CONTRACTOR shall provide the COUNTY with applicable reporting documentation
19 as specified and/or required by the COUNTY, State Department of Mental Health and
20 Federal guidelines. COUNTY may provide additional instructions on reporting
21 requirements.
22
- 23 C. CONTRACTOR shall comply with the State reporting requirements pursuant to 9
24 C.C.R. Section 10561. Upon the occurrence of any of the events listed hereafter, the
25 CONTRACTOR shall make a telephonic report to the State department licensing staff
26 (hereinafter "State") within one (1) working day. The telephonic report is to be
27 followed by a written report to the COUNTY within twenty-four (24) hours of the
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1 incident and within seven (7) days of the event to the State. If a report to local
2 authorities exists which meets the requirements cited, a copy of such a report will suffice
3 for the written report required by the State.

4 1. Events reported shall include:

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

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15 2. Information provided shall include the following:

- 16 a. Residents' name, age, sex, and date of admission;
- 17 b. Date, time and nature of the event;
- 18 c. Attending physician's name, findings and treatment, if any; and,
- 19 d. The items below shall be reported to the State within ten (10) working days
20 following the occurrence.
 - 21 (i) The organizational changes specified in Section 10531(a) of this
22 subchapter;
 - 23 (ii) Any change in the licensee's or applicant's mailing address; and,
 - 24 (iii) Any change of the administrator of the facility. Such notification shall
25 include the new administrator's name, address and qualifications.
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1 D. CONTRACTOR must adhere to all applicable Federal, State and County reporting
2 requirements as mandated. The COUNTY shall provide necessary instructions and
3 direction to CONTRACTOR regarding COUNTY policies and procedures for meeting
4 requirements.

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

11 COUNTY shall provide instructions on the reporting requirements as required herein.

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

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

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

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

XVIII

CONFIDENTIALITY:

CONTRACTOR shall maintain the confidentiality of all client identifying information contained in records, including but not limited to patient/client records/charts, billing records, research and client identifying reports, and the COUNTY'S client management information system (ELMR) in accordance with WIC Sections 14100.2 and 5328 et seq, 42 C.F.R. Sections 431.300 et seq., 42 U.S.C. Section 1320d et seq., (the Health Insurance Portability and Accountability Act of 1996) as well as the corresponding regulations (including but not limited to 45 C.F.R. Parts 142, 160, 162, 164) and all other applicable COUNTY, State and Federal laws, regulations, ordinances and directives relating to confidentiality and security of client records and information.

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

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

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

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

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

22 E. Notification of Electronic Breach or Improper Disclosure
23

24 During the term of this Agreement, CONTRACTOR shall notify COUNTY,
25 immediately upon discovery of any breach of Protected Health Information (PHI)
26 and/or data where the information and/or data is reasonably believed to have been
27 acquired by an unauthorized person. Immediate notification shall be made to the
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1 COUNTY Mental Health Compliance Officer within two (2) business days of
2 discovery at (800) 413-9990. The CONTRACTOR shall take prompt corrective
3 action to cure any deficiencies and any action pertaining to such unauthorized
4 disclosures as required by applicable Federal, State and or County laws and
5 regulations. The CONTRACTOR shall investigate such breach and provide a written
6 report of the investigation to the COUNTY Mental Health Compliance Officer,
7 postmarked within thirty (30) working days of the discovery of the breach to the
8 address as follows:
9

10 Attention: Mental Health Compliance Officer
11
12 Riverside County Department of Mental Health
13
14 P.O. Box 7549
15
16 Riverside, CA 92513

17 If the security breach requires notification under Civil Code section 1798.82,
18 CONTRACTOR agrees to assist the COUNTY in any way, in any action pertaining
19 to such unauthorized disclosure required by applicable, Federal, State and/or County
20 laws and regulations.

21 F. Safeguards

22 The CONTRACTOR shall implement administrative, physical, and technical
23 safeguards that reasonably and appropriately protect the confidentiality, integrity,
24 and availability of the Protected Health Information (PHI), included electronic PHI,
25 that it creates, receives, maintains, or transmits on behalf of COUNTY; and to
26 prevent use or disclosure of PHI other than as provided for by this Agreement. In
27 addition, CONTRACTOR shall develop and maintain a written information privacy
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1 and security program that includes administrative, technical and physical safeguards
2 appropriate to the size and complexity of the CONTRACTOR's operations and the
3 nature and scope of its activities. CONTRACTOR shall also provide COUNTY
4 with a copy of information outlining such safeguards that are developed and
5 implemented by the CONTRACTOR upon thirty (30) days written request by the
6 COUNTY.
7

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

15 1. Passwords must not be:

16 a. Shared or written down where they are accessible or recognizable by anyone
17 else, such as taped to computer screens, stored under keyboards, or visible
18 in a work area;
19

20 b. A dictionary word; and,

21 c. Stored in clear text;

22 2. Passwords must be:

23 a. Eight (8) characters or more in length;

24 b. Changed every 90 days;

25 c. Changed immediately if revealed or compromised; and,
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1 d. Composed of characteristics from at least three of the following four groups
2 from the standard keyboard:

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

7
8 H. The CONTRACTOR shall implement the following security controls on each
9 workstation or portable computing device (e.g., laptop computer) containing
10 confidential, personal, or sensitive data:

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

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

- 25 1. Mitigation of Harmful Effects

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

5
6 2. Employee Training and Discipline

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

13
14 3. Disclaimer

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

22
23
24 4. Interpretation

25 The terms and conditions in these Provisions shall be interpreted as broadly as
26 necessary to implement and comply with HIPAA, the HIPAA regulations and
27 applicable State laws. The parties agree that any ambiguity in the terms and
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1 conditions of these Provisions shall be resolved in favor of a meaning that
2 complies and is consistent with HIPAA and the HIPAA regulations.

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

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

15 XIX

16 RECORDS/INFORMATION AND RECORD RETENTION:

17 All records shall be available for inspection by the designated auditors of COUNTY, State
18 Department of Justice, State DHCS, U.S. Department of Health and Human Services and
19 the U.S Office of the Inspector General at reasonable times during normal business hours.
20

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

4 A. Medical/Client Records

5 CONTRACTOR shall adhere to the licensing authority, the State Department of
6 Social Services, DHCS and Medi-Cal documentation standards, as applicable.

7
8 CONTRACTOR shall maintain adequate medical records on each individual patient
9 which includes at a minimum, a client care plan, diagnostic procedures, evaluation
10 studies, problems to be addressed, medications provided, and records of service
11 provided by the various personnel in sufficient detail to make possible an evaluation
12 of services, including records of patient interviews and progress notes.

13
14 B. Financial Records

15 CONTRACTOR shall maintain complete financial records that clearly reflect the cost
16 of each type of service for which payment is claimed. Any apportionment of costs
17 shall be made in accordance with generally accepted accounting principles and shall
18 evidence proper audit trails reflecting the true cost of the services rendered.

19 Allowable costs shall be those costs defined in Centers for Medicare and Medicaid
20 Services Manual (CMS 15-1). Statistical data shall be kept and reports made as
21 required by the DIRECTOR, or his designee, and the State of California. All such
22 records shall be available for inspection by the designated auditors of COUNTY or
23 State at reasonable times during normal business hours.

24
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26 C. Financial Record Retention

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

4 D. Patient/Client Record Retention

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

11 E. Shared Records/Information

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

18 F. Client Records

19 COUNTY is the owner of all patient care/client records. In the event that the
20 Agreement is terminated, the CONTRACTOR is required to prepare and box the
21 client medical records so that they can be archived by the COUNTY, according to
22 the procedures developed by the COUNTY. The COUNTY is responsible for taking
23 possession of the records and storing them according to regulatory requirements. The
24 COUNTY is required to provide the CONTRACTOR with a copy of any medical
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1 record that is requested by the CONTRACTOR, as required by regulations, at no
2 cost to the CONTRACTOR, and in a timely manner.

3 G. Records Inspection

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

22 CONTRACTOR shall comply with the staffing expectations as required by state
23 licensing requirements and as may be additionally described in Exhibit A. Such personnel
24 shall be qualified, holding appropriate license(s)/certificate(s) for the services provided in
25 accordance with the WIC Section 5751.2, the requirements set forth in 9 C.C.R., the
26 Business and Professions Code, State DHCS policy letters, and any amendments thereto.
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1 CONTRACTOR shall maintain specific job descriptions/duty statements for each position
2 describing the assigned duties, reporting relationship, and shall provide sufficient detail to
3 serve as the basis for an annual performance evaluation. Furthermore, CONTRACTOR
4 acknowledges all its officers, board members, employees, associates, and agents providing
5 services hereunder are eligible for reimbursement for said services by their exclusion from
6 the Federal "List of Excluded Parties" registry.
7

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

- 10 1. A list of persons by name, title, and professional degree, including, but not limited
11 to, licensing, experience, credentials, Cardiopulmonary Resuscitation (CPR)
12 Training, First Aid training, languages spoken, Race/Ethnicity with an option to
13 select "Prefer Not to Say" and/or certification and experience of persons providing
14 services hereunder, and any other information deemed necessary by the
15 DIRECTOR or designee. All certifications should comply with applicable
16 California Health and Safety Code of Regulations.
17
- 18 2. Previously established and/or updated Personnel policies and procedures;
19
- 20 3. Updated personnel file for each staff member (including subcontractors, as
21 approved by COUNTY and volunteers) that includes at minimum the following:
22
 - 23 a. Resume, employment application, proof of current licensure, all applicable
24 employment related certifications, registration;
 - 25 b. List of all applicable trainings during time of employment to present;
 - 26 c. Annual Job performance evaluation; and
 - 27 d. Personnel action document for each change in status of the employee.
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1 B. During the term of this Agreement, CONTRACTOR with fifteen (15) or more
2 employees will designate a Disability Access Coordinator. The Access Coordinator is
3 responsible for the development and implementation of the program's ADA/ 504 Self-
4 Evaluation Plan and Annual Updates.

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

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

13 E. CONTRACTOR shall establish and disseminate written policies for all employees
14 that include detailed information about the False Claims Act and the other provisions
15 named in the Social Security Act Section 1902(a)(68)(A). Included in these written
16 policies shall be detailed information about CONTRACTOR'S policies and
17 procedures for detecting and preventing fraud, waste, and abuse in federal, state and
18 local health care programs. CONTRACTOR shall also include in any employee
19 handbook a specific discussion of the laws described in the written policies, the
20 rights of employees to be protected as whistleblowers, and a specific discussion of
21 CONTRACTOR'S policies and procedures for detecting and preventing fraud, waste
22 and abuse.
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1 F. CONTRACTOR shall follow all Federal, State and County policies, laws and
2 regulations regarding Staffing and/or Employee compensation. CONTRACTOR
3 shall not pay or compensate any of its Staff, Personnel or Employees by means of
4 cash. All payments or compensation made to CONTRACTOR Staff, Personnel
5 and/or Employees in association with the fulfillment of this Agreement shall be
6 made by means of Staff, Personnel and/or Employee Certified Payroll only.
7

8 G. CONTRACTOR is responsible for notifying the COUNTY of all changes to indirect
9 and direct personnel service providers that will have an impact on its Electronic
10 Management of Records (ELMR) system. These changes include, but are not
11 limited to, adding new personnel, modifying existing personnel, or terminating
12 personnel. CONTRACTOR is responsible for completing the Computer Account
13 Request Form (CARF) included with this Agreement, when such changes occur and
14 will have an impact on ELMR data entry or system access, and shall submit, via
15 email, the completed CARF form to its designated COUNTY Program Analyst for
16 review and approval. The COUNTY designated Program Analyst will then review
17 CARF for accuracy and will then submit CARF to the COUNTY'S Information
18 Technology (I.T.) staff for processing. The COUNTY'S designated Program Analyst
19 will communicate with the CONTRACTOR, via email, with confirmation of
20 submission for processing, and a COUNTY I.T. or ELMR personnel will contact the
21 CONTRACTOR direct, via telephone, to confirm receipt of the CARF and provide
22 confirmation that computer access has been granted or changed as requested by the
23 CONTRACTOR.
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1 H. CONTRACTOR shall be responsible for checking, on a quarterly basis, the Office of
2 the Inspector General (OIG) website (<http://www.oig.hhs.gov>) to validate that none
3 of CONTRACTOR'S officers, board members, employees, associates, and agents
4 providing services are on the OIG or Medi-Cal list of excluded individuals to
5 provide direct services to COUNTY clients. CONTRACTOR shall notify, in writing
6 within thirty (30) calendar days, if and when any CONTRACTOR'S personnel are
7 found listed on this site and what action has been taken to remedy the matter.
8

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

- 2 A. CONTRACTOR shall provide services pursuant to this Agreement in a culturally
3 competent manner by recruiting, hiring, maintaining and providing staff who can
4 deliver services in the manner specified to the diverse multi-cultural population
5 served under this Agreement. CONTRACTOR shall provide multi-cultural services
6 in a language appropriate and culturally sensitive manner, in a setting accessible to
7 diverse communities. Multi-cultural diversity includes, but is not limited to,
8 ethnicity, age, sexual preference, gender, and persons who are disabled.
9 CONTRACTOR shall document its efforts to provide multi-cultural services in the
10 manner specified. Documentation may include, but is not limited to the following:
11 records in personnel files attesting to efforts made in recruitment and hiring
12 practices; participation in COUNTY sponsored and other cultural competency
13 training; the availability of literature in multiple languages/formats as appropriate;
14 and identification of measures taken to enhance accessibility for, and sensitivity to,
15 persons with disabilities.
16
17
18
19 B. CONTRACTOR shall demonstrate program access; linguistically appropriate and
20 timely mental health service delivery; staff training; and organizational policies and
21 procedures related to the treatment of culturally diverse populations. CONTRACTOR
22 shall perform specific outcome studies, on-site reviews and written reports to be made
23 available to the COUNTY upon request.
24
25 C. CONTRACTOR shall provide services that are non-discriminatory and that meet the
26 individual needs of the multi-cultural beneficiaries to be served. CONTRACTOR
27 shall ensure that high quality accessible mental health care includes:
28

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

- 1
2 9. Provide oral and written notices, including translated signage at key points of
3 contact, to clients in their primary language informing them of their right to
4 receive no-cost interpreter services.

5
6 D. CONTRACTOR shall make available bilingual professional staff or qualified
7 interpreter to ensure adequate communication between clients and mental health staff.
8 Any individual with limited English language capability or other communicative
9 barriers shall have equal access to mental health services.

10 1. A qualified interpreter is defined as someone who is fluent in English and in
11 the necessary second language, who can accurately speak, read and readily
12 interpret the necessary second language and/or accurately sign and read sign
13 language. A qualified interpreter must be able to translate in linguistically
14 appropriate mental health terminology necessary to convey information such as
15 symptoms or instructions to the client in both languages; and,

16
17 2. A fluently bilingual person, who is not trained in the provision of mental health
18 services, must complete training prior to providing services, which covers
19 terms and concepts associated with mental health medications, and cultural
20 beliefs and practices which may influence the client's mental health condition.

21
22 E. CONTRACTOR agrees to comply with the COUNTY'S Cultural Competency Plan
23 as set forth in the Board of Supervisors approved Cultural Competency Plan. The
24 Cultural Competency Plan may be obtained from the COUNTY'S website at
25 www.rcdmh.org or by contacting the COUNTY'S Cultural Competency Manager or
26 designee upon written request via certified mail or facsimile to:
27
28

1
2 Riverside County Department of Mental Health Cultural Competency Program

3 P.O. Box 7549

4 Riverside, California 92513

5 Attention: Cultural Competency Manager

6 Fax: 951-955-7206

7
8 F. CONTRACTOR agrees to meet with COUNTY'S Cultural Competency Program
9 Manager, as needed by the CONTRACTOR and as coordinated by the COUNTY, to
10 determine and implement cultural competency activities that shall include, but is not
11 limited to, compliance with the cultural competency requirements outlined in
12 Section XXI of this Agreement.

13
14 G. COUNTY will provide technical assistance to CONTRACTOR in the areas of
15 cultural competency as needed and requested by CONTRACTOR.

16
17 H. CONTRACTOR will be responsible for participating in cultural competency
18 trainings as required by the COUNTY'S Cultural Competency Plan. The following is
19 a partial list of annual cultural competency trainings and topics that may be available
20 through the COUNTY to assist CONTRACTORS with meeting training
21 requirements, though capacity will be limited: Cultural Formulation; Multicultural
22 Knowledge; Cultural Sensitivity; Cultural Awareness; Social/Cultural Diversity;
23 Mental Health Interpreter Training; Training Staff in the use of Mental Health
24 Interpreters; Training in the Use of Interpreters in the Mental Health Setting. In
25 order to attend the COUNTY offered trainings, CONTRACTOR must contact the
26
27
28

Cultural Competency Manager at the contact information location in subparagraph 4 of paragraph A. in Section XXI, CULTURAL COMPETENCY.

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

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

J. CONTRACTOR is responsible for notifying the COUNTY Cultural Competency Program Manager in writing if the June 30th deadline can not be met.

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

XXII

INFORMING MATERIALS:

CONTRACTOR shall provide all clients with a Notice of Privacy Practices information brochure or pamphlet during the time of the client's first visit. The CONTRACTOR is subsequently responsible for issuing the Notice of Privacy Practices (NPP) information brochure or pamphlet to all clients every three (3) years at a minimum

1 and/or every time the Notice of Privacy Practices information is updated and/or changed.
2 Also, the CONTRACTOR is responsible for having the client or consumer sign,
3 acknowledging receipt of the NPP information, and CONTRACTOR must keep client or
4 consumer signed acknowledgement on file every three (3) years upon receipt from client or
5 consumer.

6 XXIII

7 CONFLICT OF INTEREST:

8 CONTRACTOR shall employ no COUNTY employee whose position in COUNTY
9 enables him to influence the award of this Agreement or any competing Agreement, and
10 no spouse or economic dependent of such employee in any capacity herein, or in any other
11 direct or indirect financial interest in this Agreement.
12

13 XXIV

14 PATIENTS' RIGHTS:

15 Patients' rights shall be observed by CONTRACTOR as provided in the Welfare and
16 Institutions Code, Section 5325.1, as well as Titles 9 and 22 of the C.C.R. COUNTY
17 Patients' Rights Advocates will be given access to clients, clients' records, and facility
18 personnel to monitor the CONTRACTOR'S compliance with said statutes and regulations.
19

20 XXV

21 WAIVER OF PERFORMANCE:

22 No waiver by COUNTY at any time of any of the provisions of this Agreement shall
23 be deemed or construed as a waiver at any time thereafter of the same or any other
24 provisions contained herein or of the strict and timely performance of such provisions.
25

26 XXVI

27 DRUG-FREE WORKPLACE CERTIFICATION:
28

1 If State funds are utilized to fund this Agreement as specified in Schedule I or
2 Schedule K, the following Drug-Free Workplace requirements shall apply. By signing
3 this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the
4 laws of the State of California that the CONTRACTOR will comply with the requirements
5 of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and
6 will provide a drug-free workplace doing all of the following.
7

8 A. Publish a statement notifying employees that unlawful manufacture, distribution,
9 dispensation, possession, or use of controlled substances is prohibited and specifying
10 actions to be taken against employees for violations, as required by Government
11 Code Section 8355 (a).
12

13 B. Establish a Drug-Free Awareness Program as required by Government Code Section
14 8355 (a) to inform employees about all of the following:

- 15 1. The dangers of substance use in the workplace
- 16 2. The CONTRACTORS policy of maintaining a drug-free workplace;
- 17 3. Any available counseling, rehabilitation, and employee assistance programs;
18 and
- 19 4. Penalties that may be imposed upon employees for substance use violations.
20

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

- 23 1. Will receive a copy of the CONTRACTOR'S drug-free policy statement, and
- 24 2. Will agree to abide by the terms of the CONTRACTOR'S statement as a
25 condition of employment on the Agreement.
26

- 1 D. Failure to comply with these requirements may result in suspension of payments
2 under the Agreement or termination of the Agreement or both and the
3 CONTRACTOR may be ineligible for award of future State contracts if the
4 COUNTY determines that any of the following has occurred:
5
6 1. The CONTRACTOR has made a false certification or,
7
8 2. Violates the certification by failing to carry out the requirements as noted above.

8 XXVII

9 TERMINATION PROVISIONS:

- 10 A. Either party may terminate this Agreement without cause, upon thirty (30) days
11 written notice served upon the other party.
12
13 B. Termination does not release CONTRACTOR from the responsibility of securing
14 Protected Health Information (PHI) data.
15
16 C. The COUNTY may terminate this Agreement upon thirty (30) days written notice
17 served upon the CONTRACTOR if sufficient funds are not available for
18 continuation of services.
19
20 D. The COUNTY reserves the right to terminate the Agreement without warning at the
21 discretion of the Director or designee, when CONTRACTOR has been accused
22 and/or found to be in violation of any County, State, or Federal laws and regulations.
23
24 E. The COUNTY may terminate this Agreement immediately due to a change in
25 status, delegation, assignment or alteration of the Agreement not consented to by
26 COUNTY.
27
28 F. The COUNTY may terminate this Agreement immediately if, in the opinion of the
Director of Mental Health, CONTRACTOR fails to provide for the health and safety
of patients served under this Agreement. In the event of such termination, the

1 COUNTY may proceed with the work in any manner deemed proper to the
2 COUNTY.

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

- 5 1. Temporarily withhold payments pending correction of the deficiency;
- 6 2. Disallow (that is deny funds) for all or part of the cost or activity not in
7 compliance; or,
- 8 3. Wholly or partially suspend or terminate the Agreement, and if necessary,
9 request repayment to COUNTY if any disallowance is rendered after audit
10 findings.
11

12
13 H. After receipt of the Notice of Termination, pursuant to Paragraphs A, B, C, D, E, or
14 F above, or the CONTRACTOR is notified that the Agreement will not be extended
15 beyond the termination date as specified in Section II, PERIOD OF
16 PERFORMANCE, CONTRACTOR shall:

- 17 1. Stop all services under this Agreement on the date, and to the extent specified,
18 in the Notice of Termination;
- 19 2. Continue to provide the same level of care as previously required under the
20 terms of this Agreement until the date of termination;
- 21 3. If clients are to be transferred to another facility for services, furnish to
22 COUNTY, upon request, all client information and documents deemed
23 necessary by COUNTY to affect an orderly transfer;
- 24 4. If appropriate, assist COUNTY in effecting the transfer of clients in a manner
25 consistent with the best interest of the clients' welfare;
26
27
28

- 1 5. Cancel outstanding commitments covering the procurement of materials,
2 supplies, equipment and miscellaneous items. In addition, CONTRACTOR
3 shall exercise all reasonable diligence to accomplish the cancellation of
4 outstanding commitments required by this Agreement, which relate to personal
5 services. With respect to these canceled commitments, the CONTRACTOR
6 agrees to provide a written plan to Director (or his designee within thirty (30)
7 days for settlement of all outstanding liabilities and all claims arising out of
8 such cancellation of commitments. Such plan shall be subject to the approval
9 or ratification of the COUNTY, which approval or ratification shall be final for
10 all purposes of this clause;
11
12
13 6. Transfer to COUNTY and deliver in the manner, at the times, and to the
14 extent, if any, as directed by COUNTY, any equipment which, if the
15 Agreement had been completed, would have been required to be furnished to
16 COUNTY;
17
18 7. Take such action as may be necessary, or as COUNTY may direct, for the
19 protection and preservation of the equipment related to this Agreement which
20 is in the possession of CONTRACTOR and in which COUNTY has or may
21 acquire an interest; and,
22
23 8. COUNTY shall continue to pay CONTRACTOR at the same rate as
24 previously allowed until the date of termination, as determined by the Notice
25 of Termination.
26
27 I. The CONTRACTOR shall submit a termination claim to COUNTY promptly after
28 receipt of a Notice of Termination, or on expiration of this Agreement as specified in

1 Section II, PERIOD OF PERFORMANCE, but in no event, later than thirty-two
2 (32) days from the effective date thereof, unless an extension, in writing, is granted
3 by the COUNTY.

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

19 K. The rights and remedies of COUNTY provided in this section shall not be exclusive
20 and are in addition to any other rights and remedies provided by law or under this
21 Agreement.
22

23 XXVIII

24 DISPUTE:

25 In the event of a dispute between a designee of the DIRECTOR and the
26 CONTRACTOR over the execution of the terms of this Agreement, the quality of patient
27 services being rendered, and/or the withholding of CONTRACTOR'S payments due to
28

1 instances such as material non-compliance or audit disallowances or both, the
2 CONTRACTOR may file a written protest with the appropriate Program/Regional
3 Administrator of the COUNTY. CONTRACTOR shall continue with the responsibilities
4 under this Agreement during any dispute. The Program/Regional Administrator shall
5 respond to the CONTRACTOR in writing within ten (10) working days. If the
6 CONTRACTOR is dissatisfied with the Program/Regional Administrator's response, the
7 CONTRACTOR may file successive written protests up through the Department of
8 Mental Health's administrative levels of Assistant Director, and (finally) DIRECTOR.
9 Each administrative level shall have twenty (20) working days to respond in writing to the
10 CONTRACTOR. The DIRECTOR will have the final authority to rescind, modify or
11 uphold the finding/decision.
12
13

14 XXIX

15 SEVERABILITY:

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

23 XXX

24 VENUE:

25 This Agreement shall be construed and interpreted according to the laws of the State
26 of California. Any action at law or in equity brought by either of the parties hereto for the
27 purpose of enforcing a right or rights provided by this Agreement shall be tried in a court of
28

1 competent jurisdiction in the County of Riverside and the parties hereby waive all provisions
2 of law providing for a change of venue in such proceedings in any other COUNTY.

3
4 XXXI

5 NOTICES:

6 All correspondence and notices required or contemplated by this Agreement shall be
7 delivered to the respective parties at the addresses set forth below and are deemed
8 submitted one day after their deposit in the United States mail, postage prepaid:
9

10 CONTRACTOR:

11 Dr. PETER ZUCKER, PRESIDENT AND CEO. RIVERSIDE COUNTY
12 OASIS REHABILITATION CENTER, INC. 1501 HUGHES WAY SUITE 150
13 LONG BEACH, CA 90810

10 COUNTY:

11 BOARD OF SUPERVISORS
12 4080 LEMON STREET
13 RIVERSIDE, CA 92501

14
15 INFORMATIONAL COPY TO:

16 RIVERSIDE COUNTY
17 DEPARTMENT OF MENTAL HEALTH
18 ATTN: PROGRAM SUPPORT
19 P.O. BOX 7549
20 RIVERSIDE, CA 92513-7549

21 XXXII

22 MEETINGS:

23 As a condition of this Agreement, CONTRACTOR shall agree to attend the mandatory all
24 provider meeting as scheduled by the County Program Administrator/Manager or Designee.
25 Appropriate level of CONTRACTOR'S staff to attend this meeting shall be at Program
26 Director level or above. Critical information and data is disseminated at these meetings and
27 will not be provided at any other time.
28

1 **TRANSITION AGE YOUTH INTEGRATED SERVICE RECOVERY CENTER**

2 **DESERT REGION**

3 **EXHIBIT A**

4 **Fiscal Years – 2015/2016**

5 **CONTRACTOR NAME:** Oasis Rehabilitation Center, Inc.

6 **DEPT ID/PROGRAM:** 4100202208 – 74750-530280-530600 Desert TAY Integrated
7 Services Recovery Center

8 **I. SCOPE OF WORK**

9 Oasis Rehabilitation Center, Inc., hereinafter referred to as CONTRACTOR, shall
10 provide Full Service Partnership (FSP) services by operating the Transition Age
11 Youth (TAY) Integrated Service and Recovery Centers (ISRC's) for the Desert
12 region.
13

14 **II. GOALS OF THE SERVICE**

15 The ISRC will align with the goals of the Mental Health Services Act (MHSA) by
16 successfully engaging and supporting TAY in Full Service Partnerships (FSP's) that
17 are intended to reduce, limit or break the cycle of homelessness, institutionalization
18 and/or incarceration. Each client identified as a Full Service Partner must be offered a
19 partnership with the TAY-ISRC to develop an individualized service and support
20 plan, which is client/family driven, and which operationalizes the five fundamental
21 concepts of:
22

- 23
- 24 1. Community collaboration
 - 25 2. Cultural competence
 - 26 3. A client/family driven mental health system
 - 27 4. Wellness focus
- 28

1 5. An integrated service experience

2 The ISRC will:

- 3 1. Assist clients in acquiring skills to progressively and successfully transition
4 from higher levels of care to lower levels of care.
- 5 2. Provide ongoing services to assist clients to engage in a chosen, productive
6 day activity, e.g., gainful employment and/or volunteer work and/or
7 education.
8
- 9 3. Assist clients to be safe and remain out of trouble with law enforcement.
- 10 4. Help clients connect and remain actively involved with their families, peers and
11 the community.
12
- 13 5. Reduce client's level of incapacity due to psychiatric symptoms.
- 14 6. Assist clients in improving their financial conditions, e.g., establishing a stable
15 income, obtaining health insurance, etc.
16
- 17 7. Increase access to and adherence with medication.
- 18 8. Decrease drug/alcohol abuse.

19 **III. TARGET POPULATION**

20 **Enrollment Criteria:**

21 The population to be served will be transition aged residents (ages 16 through 25) of
22 the Coachella Valley, located in the Desert Region of Riverside County.

23 To be served by a Full-Service Partnership (FSP) provider of Riverside County
24 Department of Mental Health (RCDMH), clients must:
25

- 26 ● Be referred by a staff member of RCDMH;
27 ● Have a severe and persistent mental illness, as diagnosed by RCDMH staff, AND
28

- 1 • Have demonstrated non-adherence or unsuccessful engagement with outpatient
2 treatment.

3 In addition, adult clients must be eligible by meeting at least one of the following criteria:

- 4
- 5 1. Have a history of multiple placements (group homes; foster care; residential
6 treatment, etc.);
 - 7 2. Be a high-utilizer of crisis stabilization and/or inpatient services (CESU; ETS;
8 OCS; ITF; PHF, etc.);
 - 9 3. Have at least 2 incarcerations (Juvenile Hall or jail) in the previous 12 months;
10 and/or:
 - 11 4. Currently homeless, or at risk for homelessness (e.g., pending eviction from a
12 rental; being forced to leave a relative's home, etc.).

13 **Number to be served:**

14 CONTRACTOR shall provide mental health treatment services to 75 clients at any one
15 point in time). Of these "point in time" cases, at least 12 clients shall be 16-19 years of
16 age.

17 **Exclusionary Criteria:**

18 CONTRACTOR shall assess and enroll all referrals made by the COUNTY to the ISRC
19 unless written authorization to deny enrollment is given to CONTRACTOR by the
20 RCDMH Regional Manager or designee.

21 CONTRACTOR will not serve:

- 22
- 23 1. Clients with a history or pattern of assaultive behavior that poses a current risk to the
24 community;
 - 25 2. Clients who are on State/Federal parole;
 - 26 3. Clients who are convicted sex offenders.
- 27
- 28

1 **Graduation (Disenrollment) Criteria:**

2 Clients will be disenrolled from the ISRC program and returned to other lower levels of
3 care (e.g., routine outpatient services) when:

- 4 1. Client has demonstrated adherence to an effective outpatient treatment plan;
5 2. Client has not been psychiatrically hospitalized in the previous 6 months;
6 3. Client has not been incarcerated in the previous 12 months;
7 4. Client has maintained safe, affordable, and self-sufficient stable housing for at least 6
8 months;
9 5. Client has established meaningful relationships and community supports sufficient to
10 maintain the Full-Service Partnership goals they have achieved; and
11 6. Approved by the Desert Region Administrator, or designee.

12 Clients who have “aged-out” by turning 26 can be transferred to the Desert Adult FSP to
13 continue FSP services.

14 **IV. SERVICES TO BE PROVIDED**

15 CONTRACTOR will provide all clients with the following services:

- 16 1. Comprehensive mental health treatment and recovery supports; social supports that
17 increase resiliency; access to physical healthcare and dental services; substance abuse
18 and trauma treatment (including intergenerational assessments), which are strength-
19 based, focused on client engagement and are gender-and culture-specific. The ISRC
20 agrees to work with the individual and his/her family, as appropriate, to provide all
21 necessary and desired services and supports in order to assist that person/family in
22 achieving the goals identified in their plan. This includes persistent outreach to
23 engage individuals referred by RCDMH.
24
25
26
27
28

- 1 2. Assist clients in developing self-directed care plans (e.g., Wellness Recovery Action
2 Plans or other similar models). Individuals will also have an individualized service
3 plan that meet Medi-Cal requirements, and is person-centered, and gives individuals
4 and their families sufficient information to allow them to make informed choices
5 about the services in which they participate. Services will be based on client's
6 recovery goals and desires, provided by a team that embraces the principles of
7 recovery and resilience.
8
- 9 3. Services include linkage to, or provision of, all needed services or supports as defined
10 by the client and or family in consultation with the ISRC staff. This includes the
11 capability of increasing or decreasing service intensity as needed.
12
- 13 4. Crisis and support services including telephonic and on-site response 24 hours a day,
14 7 days a week. These responses shall include but not be limited to: responding to
15 landlords requesting assistance for clients in crisis; providing face-to-face crisis
16 intervention in the field (e.g., board and care facilities, clients' homes, emergency
17 rooms, etc.); assisting family caretakers in de-escalating conflicts, etc. Crisis
18 responses provided 24/7 are intended to provide immediate interventions that reduce
19 negative outcomes for individuals, including unnecessary hospitalizations,
20 incarcerations and housing evictions.
21
- 22 5. Integrated substance abuse and mental health services through an integrated team
23 with a single individualized service plan, using evidence-based practices, as approved
24 by the COUNTY. Develop or utilize specialized housing that supports dual diagnosis
25 recovery for clients with dual disorders (i.e., sober living environments).
26
27
28

- 1 6. Psychiatric medication and medication support services including but not limited to
2 evaluating the need for medication, and its clinical effectiveness and side effects;
3 medication education; prescribing and administering medication; obtaining necessary
4 lab tests for medication; and drug testing for drug abuse. Provide education for
5 clients, family members, and other caregivers regarding the nature of medications,
6 their expected benefits and potential side effects. CONTRACTOR is responsible for
7 any medication costs or lab testing costs for indigent clients.
8
- 9 7. Improve access to and client adherence with physical healthcare services, including
10 collaboration with primary care providers to provide individualized, inter-
11 disciplinary, coordinated medical care.
12
- 13 8. Facilitate clients obtaining income and medical insurance benefits for which they are
14 eligible (SSI/SSDI, Medi-Cal, Medicare, etc.), interim assistance, and other public
15 assistance potentially available to each client. Applications for income and insurance
16 benefits will be initiated within seven (7) days of referral to the CONTRACTOR.
17 CONTRACTOR will act as the representative payee for those clients who are
18 required by Social Security to have a payee, and who have no other responsible third
19 party to fulfill this responsibility. For clients who are required to have a representative
20 payee, CONTRACTOR will provide support and treatment to assist the client in
21 acquiring the necessary skills to take control of their money as part of the FSP
22 treatment plan.
23
- 24 9. Conduct education and training that teaches successful community living skills (e.g.
25 medication and healthcare management, anger management, relationship skills, etc.)
26 that will contribute to improve service outcomes.
27
28

- 1 10. Improve access to transportation, including providing transportation as needed, to
2 achieve the clients' goals. Increase access to and utilization of public transportation,
3 and assist clients with the acquisition of driver's licenses.
4
- 5 11. Assist clients in obtaining, and maintaining self-sufficient, safe, and affordable
6 housing stability, across a range of housing choices.
7
- 8 12. Coordinate services with other COUNTY mental health programs such as peer
9 centers, homeless outreach staff, mental health courts, and inpatient programs.
10 Coordinate services with other local agencies such as Probation, DPSS, law
11 enforcement, etc.
12
- 13 13. Integrate services with ethnic-specific and gender-specific community-based
14 organizations. Maximize client participation with community providers and
15 organizations. Collaboration with community agencies, such as veterans' services,
16 faith-based organizations, ethnic and cultural support groups, and education systems
17 to assist clients to participate in a range of recovery and wellness activities in the
18 community.
19
- 20 14. Provide self-help and peer support services that increase client empowerment,
21 increase self-responsibility, increase rates of employment, and other improved
22 outcomes.
23
- 24 15. Vocational Services:
25 a. Provide vocational services with a commitment to competitive employment as an
26 attainable goal. Vocational services provided by the FSP will meet the contract
27
28

1 requirements as described in the separate MH/DOR contract that funds vocational
2 services.

3 b. Vocational services are provided based on client choice. No one is excluded who
4 wants to participate.

5
6 c. The goal of vocational services is competitive employment in the community (i.e.,
7 jobs that anyone can apply for) that pay at least minimum wage, and include both
8 part-time and full-time jobs.

9
10 d. After a client expresses interest in working, a pre-assessment is completed to
11 determine client's strengths, interests and capabilities. There are no requirements for
12 completing extensive pre-employment assessment and training prior to job search.

13 e. Vocational Services offers Vocational Assessment, Job Development, and Vocational
14 Placement, as described and required in the separate contract between
15 CONTRACTOR and State Department of Rehabilitation.
16

17 16. Work collaboratively with Peer Support and Resource Centers (PSRCs, otherwise
18 known as "peer centers") to expand client involvement and participation with peer
19 support activities, and to optimize clients' recovery plans.
20

21 17. To cooperate and meet the State mandates related to the Katie "A" lawsuit. To meet
22 all required timelines and expectations of Core Practices and Principles. This
23 includes timely assessments, ICC (Intensive Case Coordination) and CFT (Child and
24 Family Team) participation along with IHBS (In Home Based Services) when
25 indicated by the CFT. To utilize the specific billing codes designated for Katie "A"
26 interventions.
27
28

1 **V. ADDITIONAL PROGRAM REQUIREMENTS**

2 CONTRACTOR will:

- 3
- 4 1. CONTRACTOR shall utilize flexible funds (“flex funds”) to do “whatever it takes”,
- 5 within reason, to meet the unique client needs as they work to achieve their recovery,
- 6 educational and vocational goals, and to maintain the individual in the community
- 7 and avoid institutional settings.
- 8
- 9 2. CONTRACTOR shall ensure services are culturally competent, and utilize the
- 10 community resources of the client’s racial/ethnic community. Gender-specific
- 11 services, and services for gay/lesbian/transgender individuals must be provided.
- 12
- 13 3. CONTRACTOR shall develop an Advisory Board consisting of clients and family
- 14 members, and other interested community members, to guide the development of the
- 15 ISRC’s and provide on-going feedback to the program.
- 16
- 17 4. CONTRACTOR shall develop and participate in interagency collaboration that
- 18 promotes shared responsibility and accountability within the local community for
- 19 effective outcomes for this population, including partnerships with ethnic-specific and
- 20 gender-specific community providers and programs. Collaboration and coordination
- 21 activities will be engaged in at no additional cost to the Department.
- 22
- 23 5. CONTRACTOR shall provide on-site consultation at RCDMH Clinics as requested
- 24 by RCDMH regarding TAY needs and resources available to address transition needs
- 25 of non-FSP consumers. CONTRACTOR is expected to provide outreach services to
- 26 Clinic outpatient programs and the consumers of these programs to facilitate access to
- 27 TAY and adult services as well as engage younger TAY consumers.
- 28

- 1 6. CONTRACTOR shall monitor the health and welfare of clients living in
2 residential facilities or placements (e.g., IMDs, board and care's, room and board
3 facilities, homeless shelters, foster and group homes, etc.) and document these
4 contacts in clients' charts. CONTRACTOR shall report to the RCDMH and to
5 DPSS/Community Care Licensing (as applicable) within twenty-four hours (24)
6 any conditions in these facilities that may be compromising the health and welfare
7 of clients.
8
- 9 7. CONTRACTOR shall provide adequate accommodations for COUNTY staff to
10 meet with clients or with clients' significant others, as requested by the
11 COUNTY. Such accommodations must allow for confidentiality, privacy, and
12 safety.
13
- 14 8. CONTRACTOR shall agree to meet regularly with COUNTY staff to review
15 pending enrollments, services provided, and discharge plans for the clients
16 referred to the CONTRACTOR.
17

18 **VI. HOURS OF OPERATION**

19 Services will be offered 7 days a week and will include evenings. Crisis and
20 support services are available 24/7. A schedule of provided services, and clinic
21 hours of operation will be provided to the COUNTY at least monthly. All after-
22 hour crisis contacts (by phone or in person in the field) will be documented in a
23 format approved by the COUNTY, and reported to the Program Monitor
24 monthly.
25

26 **VII. STAFFING RESPONSIBILITIES AND QUALIFICATIONS**

27 Staffing will include:
28

- 1 1. A multi-disciplinary team consisting of both professional and paraprofessional staff
2 that includes paid consumer and family member service providers.
 - 3 a. Consumer providers must have received mental health services or are receiving
4 such services, and be willing to identify themselves as such when working with
5 clients.
 - 6 b. A family provider must be, or have been a family member or caretaker of a
7 consumer, and be willing to identify themselves as such.
- 8 2. Wellness Partners (WP's) (aka caseload carrying staff), are identified as the single
9 point of responsibility, and provide intensive and assertive case management made
10 possible by a low staff-to-client ratio (maximum 1:15).
- 11 3. WPs must be culturally competent, know the community resources of the client's
12 racial/ethnic community, and meet Medi-Cal requirements to bill for mental health
13 services.
- 14 4. Staff specialized in skill-building techniques that support housing independence;
15 assess and treat co-occurring disorders; and employment services.
- 16 5. Peer-provided outreach, education, mentorship, support and advocacy, including
17 teaching and supporting Wellness Recovery Action Plans (WRAP);
- 18 6. Licensed psychiatrist and licensed nursing staff (RN, LPT, LVN), who provide
19 services within their scope of practice and licensure.
- 20 7. CONTRACTOR shall hire culturally and ethnically diverse staff representing the
21 ethnic and gender characteristics of the clients being served. CONTRACTOR
22 staff must include bilingual (Spanish) capability for all services provided in order
23 to effectively serve the target population.
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1 8. Staff will document the services provided and bill for these services within 3 days
2 of service delivery, and do so in a way meets all Medi-Cal requirements.

3 9. The use of volunteers is encouraged.

4 **VIII. STAFF TRAINING**

5 CONTRACTOR shall provide staff with ongoing training and staff development in the
6 areas of mental health, substance abuse, crisis intervention, motivational interviewing and
7 stages of change, recovery values and philosophy, and client empowerment.

8 Participation in ongoing training must be documented by CONTRACTOR, and provided
9 to the COUNTY monthly. CONTRACTOR shall also provide or make arrangements for
10 staff to receive training in the following areas:

- 11
- 12 1. An initial orientation to the program, including a description of the goals of the
 - 13 program, review of policies and procedures, emergency procedures, and treatment
 - 14 services.
 - 15
 - 16 2. Training requirements in CPR, First Aid, Emergency/Disaster Planning, non-violent
 - 17 crisis intervention, de-escalation of agitation and potential violence, and procedures to
 - 18 protect both staff and the clients from violent behavior.
 - 19
 - 20 3. Cultural competency in serving clients from diverse ethnic and cultural backgrounds
 - 21 including age, gender, sexual orientation, physical disabilities and client cultures.
 - 22

23 **IX. CLIENT OUTCOMES DOCUMENTATION AND REPORTING**

24 During the performance of this Agreement, the CONTRACTOR shall submit MHSA
25 Full Service Partnerships (FSP) Data Collection and Reporting (DCR) data to the
26 COUNTY for the purpose of measuring individual-level performance outcomes. All
27 FSP data shall be submitted in electronic form. The CONTRACTOR shall ensure that
28

1 the staff responsible for transmitting this data is trained in data collection procedure.

2 This training will be provided by the COUNTY.

3 The requirements referred to in this section do not preclude the COUNTY from requiring
4 the CONTRACTOR to report any other additional performance outcomes required by
5 law or regulation. The renewal of this contract between the COUNTY and
6 CONTRACTOR is contingent upon CONTRACTOR's ability to meet or exceed the
7 below Performance Outcomes. It is also understood that the COUNTY reserves the right
8 to modify these Performance Outcomes to meet the needs of a third-party payer.
9

10 **1. Documenting Referrals and Open Episodes:**

11 CONTRACTOR will document, in a format approved by the COUNTY, receipt of
12 referrals to the FSP within 24 hours of receiving the referral. Referred clients will have an
13 episode opened in the CONTRACTOR'S RU # within 24 hours of receipt of the referral.
14 CONTRACTOR will distribute electronically a weekly census showing the status in the
15 FSP (referred, opened, enrolled). Clients not successfully enrolled to the RU# will be
16 closed in the RU # and referred back to the COUNTY as unsuccessfully engaged by the
17 FSP, following the approval of the Program Monitor to terminate engagement efforts.
18
19

20 **2. Initial Enrollment Data:**

21 Upon enrollment, the CONTRACTOR shall collect data as soon as it begins providing
22 services to FSP clients, including, but not limited to; general administrative data;
23 residential status; legal issues/status; health status; substance abuse issues; assessment
24 of daily living functions where appropriate; and all interventions, including emergency
25 intervention. This data shall be transmitted to the COUNTY as soon as possible, and
26 no later than 60 (sixty) days after the commencement of services.
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1 **3. Quarterly Assessments:**

2 Every three months, the CONTRACTOR shall conduct a quarterly assessment of
3 each individual and submit FSP data to the COUNTY within sixty (60) days of
4 collecting the data. This data shall include, but is not limited to: general
5 administrative data; educational status; financial status; legal issues/status; health
6 status; substance abuse issues; and assessment of daily living functions where
7 appropriate.
8

9 **4. Key Events Tracking (KET's):**

10 The CONTRACTOR shall submit data to the COUNTY as soon as possible, but no
11 later than 60 (sixty) days after an FSP client experiences a change in a key event,
12 such as a change in educational status, employment or financial status, legal status, or
13 residential status, including hospitalization or incarceration; or following an
14 emergency intervention. Data submitted shall include, but is not limited to the
15 following: general administrative data; residence; educational status; employment
16 status; legal issues/status; and a description of any and all interventions, including
17 emergency intervention.
18

- 19
- 20 a. Twice annually, during two-week survey periods designated by the COUNTY,
21 the CONTRACTOR shall collect consumer perception data from clients served by
22 the ISRC. The data to be collected includes, but is not limited to, the client's
23 perceptions of the quality and results of services provided by CONTRACTOR.
24 The survey data shall be submitted to the COUNTY within the time frame
25 determined by the COUNTY'S Research and Quality Improvement program.
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1 b. The CONTRACTOR shall provide other information required by COUNTY,
2 State or federal law.

3 c. All data submitted shall be full and complete.

4 The CONTRACTOR shall make diligent efforts to minimize errors in data reported.

5
6 **5. Adverse Incidents:**

7 Additionally, the CONTRACTOR shall report to the COUNTY any adverse incidents.

8 Reportable adverse incidents include:

9 a. Physical injury to any client or clinic visitor requiring medical attention.

10 b. Suicide or suicide attempts

11 c. Homicide.

12 d. Significant injury caused by physical assault/battery by client upon another.

13 e. Significant injury caused by physical assaults on clients, or visitors.

14 f. Significant injury to client while at the program.

15 g. Death of client.

16 h. State Licensing Reports

17 i. Major damage to COUNTY property

18
19 In addition to adverse incidents, the CONTRACTOR will report to the Program Monitor high
20 profile incidents that will likely result in inquiries to the Department of Mental Health from the
21 State DMH, other COUNTY Agencies (Board of Supervisors, DPSS), the press or other
22 community stakeholders.

23 COUNTY staff shall have access to all clinical records and files as needed. CONTRACTOR
24 adverse incident reports shall be made verbally within one hour of the incident to the COUNTY
25 Program Monitor. The CONTRACTOR shall submit a written report to the COUNTY Program
26 Monitor within 48 Hours. CONTRACTOR must notify Patients Rights office in cases involving
27 client abuse. The CONTRACTOR will provide the COUNTY with a copy of all reports
28

submitted to other agencies including other County of Riverside departments, licensing agencies and law enforcement within 24 hours of the report.

CONTRACTOR REPORTING REQUIREMENTS (DELIVERABLES):

The following table outlines the data that is required of the CONTRACTOR, the due dates and the location to which it is to be submitted.

INVOICING	MONTHLY	Desert Region Administrative Assistant
STAFF ROSTER	MONTHLY	Program Monitor
PERSONNEL TRANSACTIONS (Staff hired, terminated and current vacancies).	MONTHLY	Program Monitor
AFTER-HOURS CRISIS RESPONSE TRACKING FORM	MONTHLY	Program Monitor
ORGANIZATIONAL CHART, including contact phone numbers.	QUARTERLY	Program Monitor
TRAINING CALENDAR & ATTENDANCE SIGN-IN SHEETS	QUARTERLY	Program Monitor
EQUIPMENT INVENTORY	QUARTERLY	Program Monitor
ADVERSE INCIDENTS	VERBAL, WITHIN 1 HR. WRITTEN, WITHIN 48 HRS.	Program Monitor
PATIENT ABUSE INCIDENT	VERBAL- WITHIN 1 HR. WRITTEN WITHIN 48 HRS.	Program Monitor and Patients Rights Office

1 NOTE: Monthly reports are due no later than the 15th of the succeeding month. Quarterly
2 reports are due no later than the 15th of October, January, April and July.

3 **X. DATA REPORTING**

4 CONTRACTOR is required to enter data into the COUNTY MIS system (or provide
5 the data to the COUNTY in some other manner, as required by the COUNTY)
6 regarding client identification, financial status, demographics, episode openings and
7 closings, and services provided. COUNTY will provide training and consultation
8 regarding data entry requirements and in the standard set-up and configuration of the
9 PC equipment. CONTRACTOR shall provide sufficient number and competency of
10 staff to enter data as instructed, within the timeframes given. CONTRACTOR is
11 responsible for accuracy and self-monitoring of data entry using reporting tools
12 provided by the COUNTY. The COUNTY requires accurate, complete and timely
13 entry of all data as a condition of the Agreement.

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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 as well as those Federal and State laws, regulations and policies applicable to the terms of this AGREEMENT, which may include, but may not be limited to the following specific statutes or relevant sections therein:

FEDERAL

Americans with Disabilities Act – 1990 (42 U.S.C. §§ 12101 et seq.)

Title 42 of the Code of Federal Regulations

45 C.F.R Parts 160, 162 and 164

Drug-Free Workplace Act (DFWA) - 1990

HIPAA / HITECH Act - 2009

Labor Laws & Regulations (Labor and Workforce Development Agency)

National Voter Registration Act of 1993

Rehabilitation Act of 1973, § 504, Public Law 93-112

Title VI of the Civil Rights Act of 1964

42 U.S.C. §§ 1320d and 1320d-2

42 C.F.R. §438.608 (Program Integrity Requirements)

McKinney-Vento Homeless Assistance Act, Public Law 101-645 (Homeless Services)

45 C.F.R. § 205.50

STATE

Mental Health Services – Welfare and Institutions Code § 5000 to 5914

Business and Professions Code

1 Laura's Law – Assembly Bill 1367
2 The California Child Abuse and Neglect Reporting Act (CANRA) 2013
3 Confidentiality of Medical Information Act – Civil Code §§ 56 et seq.
4 Title 2, C.C.R. §§ 7285 et seq. (General Terms and Conditions)
5 Senate Bill 35 (SB35), Chapter 505, Statutes of 2012
6 9 C.C.R. Division 1, Chapter 1, Subchapter 3, Article 3.5
7 Government Code § 12900 et seq.
8 Family Code, § 5200 (Child Support)
9 Government Code § 8350 et Seq. (Drug-Free Workplace Act of 1990)
10 Government Code § 26227 (Contracting with County)
11 Government Code § 8546.7 (Audits)
12 Penal Code §§ 11164-11174.4 et seq. - (Child Abuse and Neglect Reporting)
13 Welfare & Institution Code §§ 14100.2, 14705 and 14725
14 Welfare & Institution Code §§ 18350 et seq.
15 State Department of Health Care Services Publications
16 9 C.C.R. Division 1, Chapters 2, 3, 4, 4.5, 9, 11, 12 (Rehabilitative and Developmental
17 Services)
18 Welfare and Institutions Code 5610 to 5613 (Client Service Information Reporting)
19 Welfare and Institutions Code 17608.05 (Maintenance of Effort)
20 Uniform Method of Determining Ability to Pay, State Dept. of Mental Health.
21 Centers for Medicare and Medicaid Services Manual
22 Family Code § 5200 (Child Support)
23 22 C.C.R. Division 6 (Social Security, Licensing of Community Care Facilities) Welfare &
24 Institutions Code §§ 15600 et seq. (Elderly and Dependent Adult Abuse Reporting)
25
26
27
28 22 C.C.R. Divisions 3 and 5

1 2 C.C.R. Division 9, Chapter 1

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

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

4 22 C.C.R. § 70707

5 Government Code § 7550 (Reports)

6 9 C.C.R. § 640 (Records)

7 9. C.C.R. § 1810.226 (State Department of Mental Health Plan)

8 Welfare and Institutions Code § 14132.47

9
10
11 COUNTY

12 Department of Mental Health Policies

13 Confidentiality Guidelines for Family / Social support Network – Policy 206

14 Confidentiality / Privacy Disclosure of Individually Identifiable Information – Policy 239

15 Health Privacy & Security – Board of Supervisors Policy B-23

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

17 Protected Health Information – Minimum Necessary for Use and Disclosure – Policy 298

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

19 Cultural Competency Plan – Policy 162

20 Riverside County Mental Health Plan

21 Riverside County Mental Health Plan Provider Manual

22 Riverside County Mental Health “Psychotropic Medication Protocols for Children and
23 Adolescents” Publication

24 Riverside County Mental Health “Medication Guidelines” Publication

25 County and Departmental policies, as applicable to this Agreement

EXHIBIT C
REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: Oasis Rehabilitation Center, Inc.
PROGRAM NAME: Oasis Rehabilitation ISRC TAY
DEPARTMENT ID: 4100202208-74750-530280-530600

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, and not to exceed the maximum obligation of the COUNTY for the fiscal year as specified herein:
 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.
 One-twelfth (1/12th), on a monthly basis of the overall maximum obligation of the COUNTY as specified herein.
 Actual Cost, as invoiced by expenditure category specified in Schedule K.
2. CONTRACTOR'S Schedule I, and Schedule K when applicable, 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). Allowable costs for this Agreement include administrative costs, indirect and operating income as specified in the original Agreement proposal or subsequent negotiations received, made, and/or approved by the COUNTY, and not to exceed 15%.

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 X 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.

 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, whichever is applicable; or customary charges (published rate), whichever is the lowest rate, less revenue collected.

 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 Drug Medi-Cal rate, or customary charges (published rate), whichever is lower, less revenue collected.

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

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

 The final year-end and local match settlement for EPSDT Local Match contract(s) shall be based on the COUNTY 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 applicable maximum reimbursement rates promulgated each year by the COUNTY.

1 B. MAXIMUM OBLIGATION:

2 COUNTY'S maximum obligation for FY 2015/2016 shall be \$1,088,000 subject
3 to availability of applicable Federal, State, local and/or COUNTY funds.

4 C. BUDGET:

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

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

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

22 E. LOCAL MATCH REQUIREMENTS:

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

26 F. REVENUES:

27 As applicable:

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

1 described pursuant to Exhibit A. Such revenues may include but are
2 not limited to, fees for services, private contributions, grants or other
3 funds. All revenues received by CONTRACTOR shall be reported in
4 their annual Cost Report, and shall be used to offset gross cost.

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

1 CONTRACTOR must notify the COUNTY in writing of cleared Medi-Cal
2 Share of Cost(s) within seventy two (72) hours (excluding holidays) of
3 the CONTRACTOR'S received notification from the State.
4 CONTRACTOR shall be responsible for faxing the cleared Medi-Cal
5 Share of Cost documentation to fax number (951) 955-7361 OR to your
6 organization's appropriate COUNTY Region or Program contact.
7 Patients/clients with share of cost Medi-Cal shall be charged their
8 monthly Medi-Cal share of cost in lieu of their annual liability. Medicare
9 clients will be responsible for any co-insurance and/or deductible for
services rendered at Medicare certified sites.

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

1. No funds allocated for any mode and service function as designated in Schedule I may be reallocated to another mode and service function unless prior written consent and approval is received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor prior to either the end of the Agreement Period of Performance or the end of the fiscal year (June 30th). Approval shall not exceed the maximum obligation.
2. In addition, CONTRACTOR may not, under any circumstances and without prior written consent and approval being received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor, reallocate funds between mode and service functions as designated in the Schedule I that are defined as non-billable by the COUNTY, State or Federal governments from or to mode and service functions that are defined as billable by the COUNTY, State or Federal governments.
3. If this Agreement includes more than one Exhibit C and/or more than one Schedule I, shifting of funds between Exhibits/Schedules is prohibited without prior written consent and approval being received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor prior to the end of either the Agreement Period of Performance or fiscal year.
4. No funds allocated for any expenditure category as designated in Schedule K may be reallocated to another expenditure category unless prior written consent and approval is received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor prior to either the end of the Agreement Period of Performance or the end of the fiscal year (June 30th). Approval shall not exceed the maximum obligation.

1 H. RECOGNITION OF FINANCIAL SUPPORT:

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

5 I. PAYMENT:

- 6 1. Monthly reimbursements may be withheld and recouped at the discretion
7 of the Director or its designee due to material Agreement non-
8 compliance, including overpayments as well as adjustments or
9 disallowances resulting from the COUNTY Contract Monitoring Team
10 Review (CMT), COUNTY Program Monitoring, Federal or State Audit,
11 and/or the Cost Report Reconciliation/Settlement process.
- 12 2. In addition, if the COUNTY determines that there is any portion (or all) of
13 the CONTRACTOR invoice(s) that cannot be substantiated, verified or
14 proven to be valid in any way for any fiscal year, then the COUNTY
15 reserves the right to disallow payments to CONTRACTOR until proof of
16 any items billed for is received, verified and approved by the COUNTY.
- 17 3. In addition to the annual CMT, Program Monitoring, and Cost Report
18 Reconciliation/Settlement processes, the COUNTY reserves the right to
19 perform impromptu CMTs without prior notice throughout the fiscal year
20 in order to minimize and prevent COUNTY and CONTRACTOR loss and
21 inaccurate billing/reports. The COUNTY, at its discretion, may withhold
22 and/or offset invoices and/or monthly reimbursements to
23 CONTRACTOR, at any time without prior notification to CONTRACTOR,
24 for service deletes and denials that may occur in association with this
25 Agreement. COUNTY shall notify CONTRACTOR of any such instances
26 of services deletes and denials and subsequent withholds and/or
27 reductions to CONTRACTOR invoices or monthly reimbursements.
- 28 4. Notwithstanding the provisions of Paragraph I-1 and I-2 above,
CONTRACTOR shall be paid in arrears based upon either the actual
units of service provided and entered into the COUNTY'S specified
Electronic Management Information System (MIS), or on a one-twelfth

1 (1/12th) monthly basis, or based upon the actual cost invoice by
2 expenditure category, as specified in Paragraph A-1 above.

- 3 1. CONTRACTOR will be responsible for entering all service related
4 data into the COUNTY's MIS (i.e. Provider Connect or CalOMS)
5 on a monthly basis and approving their services in the MIS for
6 electronic batching (invoicing) and subsequent payment.
- 7 2. CONTRACTOR is required to enter all units of service into the
8 COUNTY'S MIS no later than 5:00 p.m. on the fifth (5th) calendar
9 day following the date of service. Late entry of services into the
10 COUNTY'S MIS may result in financial and/or service denials
11 and/or disallowances to the CONTRACTOR.
- 12 3. CONTRACTOR must also submit to the COUNTY a signed
13 Program Integrity Form (PIF) (attached as Exhibit C,
14 Attachment A) signed by the Director or authorized designee of
15 the CONTRACTOR organization. This form must be faxed and/or
16 emailed (PDF format only) to the COUNTY at (951) 358-4792,
17 and/or emailed to ELMR_PIF@rcmhd.org. The CONTRACTOR
18 PIF form must be received by the COUNTY via fax and/or email
19 for the prior month no later than 5:00 p.m. on the fifth (5th)
20 calendar day of the current month.
- 21 4. Services entered into the MIS more than 60 calendar days after
22 the date of service without prior approval by the COUNTY may
23 result in financial and/or service denials and/or disallowances to
24 the CONTRACTOR.
- 25 5. In addition to entering all service related data into the COUNTY'S
26 MIS and the submission of a signed Program Integrity Form (PIF),
27 contracts reimbursed based on a Schedule K as specified in
28 Paragraph A-1 above are required to submit a monthly invoice for
the actual cost of services provided, per expenditure category, as
identified on Schedule K.

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6. Failure by the CONTRACTOR to enter and approve all applicable services into the MIS for the applicable month, faxing and/or e-mailing the signed PIF, and when applicable, faxing and/or e-mailing the actual cost invoice, will delay payment to the CONTRACTOR until the required documents as outlined herein are provided.
5. CONTRACTOR shall work with their respective COUNTY Regions or Programs to generate a monthly invoice for payment through the MIS batching process.
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 ensure that CONTRACTOR will receive reimbursement for services rendered under this Agreement, CONTRACTOR shall be responsible for notifying Medi-Cal if at any time CONTRACTOR discovers or is made aware that client Medicare and/or Insurance coverage has been terminated or otherwise is not in effect. CONTRACTOR shall provide COUNTY with a print screen from the Medi-Cal eligibility website indicating the Medicare and/or Insurance coverage has been removed within ten (10) days of termination request. CONTRACTOR shall include their name and the comment "Medicare/OHC Termed" on the documentation provided to the COUNTY.
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, an annual Cost Report with an accompanying financial

1 statement and applicable supporting documentation to reconcile to the
2 Cost Report within one of the length of times as follows and as indicated
3 below by an "X":

4 _____ Thirty (30) calendar days following the end of each fiscal year
5 (June 30th), or the expiration or termination of the Agreement,
6 whichever occurs first.

7 X Forty-five (45) calendar days following the end of each fiscal
8 year (June 30th), or the expiration or termination of the
9 Agreement, whichever occurs first.

10 _____ Seventy-Five (75) calendar days following the end of each fiscal
11 year (June 30th), or the expiration or termination of the
12 Agreement, whichever occurs first.

- 13 2. The Cost Report shall detail the actual cost of services provided. The
14 Cost Report shall be provided in the format and on forms provided by the
15 COUNTY.
- 16 3. CONTRACTOR shall follow all applicable Federal, State and local
17 regulations and guidelines to formulate proper cost reports, including but
18 not limited to OMB-circular A-122 and OMB-circular A-87.
- 19 4. It is mandatory that the CONTRACTOR send one representative to the
20 COUNTY'S annual cost report training that covers the preparation of the
21 year-end Cost Report. The COUNTY will notify CONTRACTOR of the
22 date(s) and time(s) of the training. Annual attendance at the training is
23 mandatory in order to ensure that the Cost Reports are completed
24 appropriately. Failure to attend this training will result in delay of any
25 reimbursements to the CONTRACTOR.
- 26 5. CONTRACTOR will be notified in writing by COUNTY, if the Cost
27 Report has not been received within the specified length of time as
28 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

1 deadlines or extensions will immediately result in the withholding of
2 future monthly reimbursements.

- 3 6. The Cost Report shall serve as the basis for year-end settlement to
4 CONTRACTOR including a reconciliation and adjustment of all
5 payments made to CONTRACTOR and all revenue received by
6 CONTRACTOR. Any payments made in excess of Cost Report
7 settlement shall be repaid upon demand, or will be deducted from the
8 next payment to CONTRACTOR.
- 9 7. All current and future payments to CONTRACTOR will be withheld by
10 the COUNTY until all final, current and prior year Cost Report(s) have
11 been reconciled, settled and signed by CONTRACTOR, and received
12 and approved by the COUNTY.
- 13 8. CONTRACTOR shall report Actual Costs separately, if deemed
14 applicable and as per CONTRACTOR'S Schedule I, to provide
15 Agreement Client Ancillary Services, Prescriptions, Health Maintenance
16 Costs, and Flexible funding costs under this Agreement on the annual
17 cost report. Where deemed applicable, Actual Costs for Indirect
18 Administrative Expenses shall not exceed the percentage of cost as
19 submitted in the CONTRACT Request for Proposal or Cost Proposal(s).

20 K. BANKRUPTCY:

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

27 L. AUDITS:

- 28 1. CONTRACTOR agrees that any duly authorized representative of the
Federal Government, the State or COUNTY shall have the right to
audit, inspect, excerpt, copy or transcribe any pertinent records and

1 documentation relating to this Agreement or previous Agreements in
2 previous years.

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

11 3. Any audit exception resulting from an audit conducted by any duly
12 authorized representative of the Federal Government, the State or
13 COUNTY shall be the sole responsibility of the CONTRACTOR. Any
14 audit disallowance adjustments shall be paid in full upon demand or
15 withheld at the discretion of the Director of Mental Health against
16 amounts due under this Agreement or Agreement(s) in subsequent
17 years.

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

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M. TRAINING:

CONTRACTOR understands that as the COUNTY implements its current MIS to comply with Federal, State and/or local funding and service delivery requirements, CONTRACTOR will, therefore, be responsible for sending at least one representative to receive all applicable COUNTY training associated with, but not limited to, 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 the COUNTY under this Agreement. The COUNTY will notify the CONTRACTOR when such training is required and available.

Rev. 15/16

DESERT REGION

Oasis Rehabilitation Center - MHSA FSP TAY ISRC Desert

FY 2015-2016

PAGE 1 OF 2

CONTRACT PROVIDER NAME:

SYSTEM RU #: COMBINED SCHEDULE FOR 33HWFT;33HWF1; 33HWF2; 33HWF3

NEGOTIATED RATE () Actual Cost (X)
 DEPT ID / PROGRAM: 4100202208-74750 -530280,530600,

	Dept ID	Dept ID	Dept ID	Dept ID	Dept ID	Dept ID	Dept ID	Dept ID	Dept ID	Dept ID	Dept ID		
	4100202208	4100202208	4100202208	4100202208	4100202208	4100202208	4100202208	4100202208	4100202208	4100202208	4100202208	TOTAL	
APPLICABLE RU #	33HWFT 530280	33HWFT 530280	33HWFT 530280	33HWFT 530280	33HWFT 530280	33HWFT 530280	33HWFT 530280	33HWFT 530280	33HWFT 530580	33HWFT 530620	33HWFT 530600		
TYPE OF MODALITY- SEE PROCEDURE CODES ATTACHED	GROUP 1 M/C 520 & 590 Billable Case Mgt	GROUP 1A Non-M/C 529 NB Case Mgt	GROUP 2 M/C Asses., Thery, Rehab	GROUP 3 M/C MD	GROUP 4 M/C 400 Crisis Int.	GROUP 5 619 Non-M/C Outreach	Indigent Prescriptions	Health Main. Costs	Flex fund- Housing Support	Flex fund- Housing Op Exp	Flexible Fund-Flex Support		
STATE MODE OF SERVICE:	15	15	15	15	15	45			60	60	60		
STATE SERVICE FUNCTION:	01	01	10	60	70	10			70	71	72		
PROCEDURE CODE:	SEE PROCEDURE CODES ATTACHED LISTED BY SYSTEM RU#							Psychotropic	Health Main	acct# 530580	acct# 530620	acct#530600	
UNIT REIMBURSEMENT	Minute	Minute	Minute	Minute	Minute	Minute	actual cost	actual cost	actual cost	actual cost	actual cost		
NUMBER OF UNITS FY 11/12	43,946	52,416	247,666	36,820	1,435	9,342	6,200	6,100	200	200	7,600		
COST PER UNIT:	\$2.02	\$2.02	\$2.61	\$4.82	\$3.88	\$1.67	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00		
TOTAL COSTS	\$ 88,771	\$ 105,880	\$ 674,408	\$ 177,473	\$ 5,567	\$ 15,601	\$ 6,200	\$ 6,100	\$ 200	\$ 200	\$ 7,600	\$1,088,000	

LESS REVENUES COLLECTED												
A. PATIENT FEES												\$0
B. PATIENT INSURANCE												\$0
C. OTHER - DOR												\$0
TOTAL CONTRACTOR REVENUES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MAXIMUM OBLIGATION	\$88,771	\$105,880	\$674,408	\$177,473	\$5,567	\$15,601	\$6,200	\$6,100	\$200	\$200	\$7,600	\$1,088,000

SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:													%
A. MEDI-CAL/FFP	\$27,441	\$0	\$208,476	\$54,861	\$1,721	\$0	\$0	\$0	\$0	\$0	\$0	\$292,500	26.884%
B. FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.000%
C. REALIGNMENT FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.000%
D. STATE GENERAL FUNDS (EPSDT)	\$27,441	\$0	\$208,476	\$54,861	\$1,721	\$0	\$0	\$0	\$0	\$0	\$0	\$292,500	26.884%
E. COUNTY FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
F. OTHER: MHSA	\$33,888	\$105,880	\$257,455	\$67,750	\$2,125	\$15,601	\$6,200	\$6,100	\$200	\$200	\$7,600	\$503,000	46.23%
TOTAL (SOURCES OF FUNDING)	\$88,771	\$105,880	\$674,408	\$177,473	\$5,567	\$15,601	\$6,200	\$6,100	\$200	\$200	\$7,600	\$1,088,000	100.00%

FUNDING SOURCES DOCUMENT:

ADMINISTRATIVE SERVICE ANALYST SIGNATURE:

FISCAL SERVICES SIGNATURE:

[Handwritten Signature] 3/10/2015
[Handwritten Signature] 2-26-15

Provider Name	RU	Procedure Description	Mode	SFC	MODE	SFC	RATES
Oasis MHSA FSP TAY ISRC-Desert	33HWFT	= Medi-Cal Billable					
4100202208-74750-530280	FY13/14 CPT	GROUP 1	SPUDS		STATE	STATE	
	520	Case Management Brokerage	15	01	15	01	\$2.02/min
KATIE A	5201CC	Intensive Care Coordination w/out family & DDD	15	07	15	7	\$2.02/min
	590	Case Management Family	15	01	15	01	\$2.02/min
KATIE A	5901CC	Intensive Care Coordination with family & DDD	15	7	15	07	\$2.02/min
KATIE A	530ICCR	Intensive Care Coordination Revises & DDD	15	07	15	07	\$2.02/min
		GROUP 1 A					
	529NB	Case Mgmt Brokage Non Billable	15	01	15	01	\$2.02/min
		GROUP 2					
	90791A1	Assessment Individual	15	30	15	10	\$2.61/min
	319NB	Assessment Nonbillable	15	30	15	10	\$2.61/min
	96101	Psychological Testing	15	30	15	10	\$2.61/min
	360	Rehabilitation Service	15	45	15	10	\$2.61/min
KATIE A	360IHBS	Intensive Home Based Service & DDD	15	57	15	57	\$2.61/min
	363	Group Rehabilitation Service	15	45	15	10	\$2.61/min
	90846F	Family Collateral	15	10	15	10	\$2.61/min
	90846NF	Non-Family Collateral	15	10	15	10	\$2.61/min
	90847F	Family Therapy with Client	15	40	15	10	\$2.61/min
	90847NF	Non-Family Therapy Client	15	40	15	10	\$2.61/min
	90832IT	Individual Therapy (20-44 min)	15	40	15	10	\$2.61/min
	90834It; 90837IT	Individual Therapy	15	40	15	10	\$2.61/min
	90853G	Group	15	50	15	10	\$2.61/min
		GROUP 3					
	990201;99202;99203;99204;99205	Assessment E&M-New Patient	15	60	15	60	\$4.82/min
	99212;99213;99214;99215;	Assessment E&M- Est Patient	15	60	15	60	\$4.82/min
	99212MT;99213MT;99214MT;99215MT	Medication Therapeutic	15	60	15	60	\$4.82/min
	99205NP	Assessment E&M-New Patient NP (60-240 min)	15	60	15	60	\$4.82/min
	99213NP	Assessment E&M Est Patient NP (15-24 min)					
	99212MD;99213MD;99214MD;99215MD	Medications MD	15	60	15	60	\$4.82/min
	99212NF;99213NF;99214NF;99215NF	Meds MD Non Face-to-Face	15	60	15	60	\$4.82/min
	469NB	Missed Medication Visit	15	60	15	60	\$4.82/min
		GROUP 4					
	90839CI, +CI90840	Crisis Intervention	15	70	15	70	\$3.88/min
		GROUP 5					
	619NB	Direct Service Outreach	60	50	45	10	\$1.67/min
Depart. of Rehab Schedule I- Assessment	33HWF1; 33HWF2 and 33HWF3	NOT FOR ELMR ENTRY					
Oasis MHSA FSP TAY Voc Assess 33HWF1	Oasis MHSA FSP TAY PVSA 33HWF2	Oasis MHSA FSP TAY Voc Emp 33HWF3					
	300NB	No Show/Cancel	15	00			\$0.00
	400	Crisis Intervention	15	70	15	70	\$0.00
	90846F	Family Collateral	15	10	15	10	\$0.00
	90846NF	Non-Family Collateral	15	10	15	10	\$0.00
	90804IT	Individual Therapy	15	40	15	10	\$0.00
	90853G	Group	15	50	15	10	\$0.00
	485DR	Vocational intake	15	30	15	10	\$0.00
	487DR	Supported Education	15	30	15	10	\$0.00
	488DR	Community Employer Contact	15	30	15	10	\$0.00
	489DR	Job Development	15	30	15	10	\$0.00
	711DR	Vocational Transportation					
	NONE	Contract Administration	45	00			\$0.00
	619NB	Mental Health Outreach	45	10			\$0.00
	707NB	General Admin-staff meetings	45	00			\$0.00
	709NB	Paid time off	45	21			\$0.00
	709NB	Vocational Indirect Services	45	21	45	20	\$0.00
	760NB	General Training	45	00			\$0.00