

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 VICTOR COMMUNITY SUPPORT SERVICES, 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: _____

Douglas Scott, Ph.D., CEO

Print Name

Date: 4/16/15

COUNTY

By: _____

Marion Ashley, Chairman
Board of Supervisors

Date: _____

COUNTY COUNSEL:

Gregory P. Priamos
Approved as to form

By: _____

Table of Contents

Section		Page
I	Description of Services	4
II	Period of Performance	4
III	Reimbursement and Use of Funds Payment	4
	A. Reimbursement	4
	B. Restrictions on Salaries	4
	C. Union Organizing	5
	D. Lobbying and Restrictions and Disclosures Certification	5
	E. Prohibition	8
	F. National Provider Identifier (NPI)	8
IV	Program Supervision, Monitoring and Review	9
V	Status of Contractor	12
VI	Administrative Change in Status	13
VII	Delegation and Assignment	15
VIII	Alteration	16
IX	Licenses	16
X	Indemnification	17
XI	Insurance	17
	A. Workers' Compensation	18
	B. Commercial General Liability	18
	C. Fidelity Bond	18
	D. Vehicle Liability	19
	E. Professional Liability	19
	F. General Insurance Provisions – All Lines	20
XII	Limitation of County Liability	22
XIII	Warranty Against Contingent Fees	22
XIV	Nondiscrimination	23
	A. Employment	23
	B. Services, Benefits, and Facilities	24
XV	Persons with Disabilities	26
XVI	Reports	27
XVII	Health Insurance Portability & Accountability Act (HIPAA)	30
XVIII	Confidentiality	30
XIX	Records/Information and Record Retention	36
	A. Medical/Client Records	37
	B. Financial Records	37
	C. Financial Record Retention	37
	D. Patient/Client Record Retention	38
	E. Shared Records/Information	38
	F. Client Records	38
	G. Records Inspection	39
XX	Staffing	39

Table of Contents

Section		Page
XXI	Cultural Competency	44
XXII	Informing Materials	48
XXIII	Conflict of Interest	49
XXIV	Patients' Rights	49
XXV	Waiver of Performance	49
XXVI	Drug-Free Workplace Certification	49
XXVII	Termination Provisions	51
XXVIII	Dispute	54
XXIX	Severability	55
XXX	Venue	55
XXXI	Notices	56
XXXII	Meetings	56
EXHIBIT A		
EXHIBIT B		
EXHIBIT C		
Schedule I		

I

DESCRIPTION OF SERVICES:

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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

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

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

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

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

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

STATUS OF CONTRACTOR:

- 1
- 2
- 3 A. CONTRACTOR acknowledges that this Agreement is by and between the
- 4 COUNTY and CONTRACTOR and is not intended, and shall not be construed, to
- 5 create the relationship of agent, servant, employee, partnership, joint venture, or
- 6 association, as between COUNTY and CONTRACTOR. CONTRACTOR is, and
- 7 shall at all times be deemed to be, an independent CONTRACTOR and shall be
- 8 wholly responsible for the manner in which it performs the services required.
- 9 CONTRACTOR assumes the exclusive responsibility for the acts of its employees
- 10 or agents as they relate to services to be provided. CONTRACTOR shall bear the
- 11 sole responsibility and liability for furnishing workers' compensation benefits to any
- 12 of its employees, agents and/or subcontractors for any injuries arising from or
- 13 connected with services performed on behalf of COUNTY pursuant to this
- 14 Agreement.
- 15
- 16
- 17
- 18 B. CONTRACTOR certifies that it will comply with all applicable state and federal
- 19 labor laws and regulations, including, but not limited to, those issued by ~~is aware of~~
- 20 the Occupational Safety and Health Administration (OSHA) of the U.S. Department
- 21 of Labor and California Division of Occupational Safety and Health.
- 22
- 23 C. CONTRACTOR is responsible for payment and deduction of all employment-
- 24 related taxes on CONTRACTOR'S behalf and for CONTRACTOR'S employees,
- 25 including, but not limited, to all Federal, State and applicable local income taxes and
- 26 withholdings. COUNTY shall not be required to make any deductions from
- 27 compensation payable to CONTRACTOR for these purposes.
- 28

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 VI

24 ADMINISTRATIVE CHANGE IN STATUS:

25
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

25 XI

26 INSURANCE:

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.
27
28

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
26
27
28

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
25
26
27
28

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
28

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.

13
14
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.
26
27
28

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

- 16 1. Ensure that CONTRACTOR provides notice to all its clients of their right to
17 alternative services if, when and where applicable;
- 18 2. Ensure that CONTRACTOR refers clients to alternative services if, when and where
19 applicable; and
- 20 3. Fund and/or provide alternative service if, when and where applicable. Alternative
21 services are services determined by the State to be accessible, comparable, and
22 provided within a reasonable period of time from another Mental Health and/or
23 Substance Use provider (or alternative provider if, when and where applicable) to
24 which the client has no objection.
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

XVII

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

The CONTRACTOR in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, Title 42 Code of Federal Regulations (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
28

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 Riverside County Department of Mental Health
12 P.O. Box 7549
13 Riverside, CA 92513
14

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

20 F. Safeguards

21 The CONTRACTOR shall implement administrative, physical, and technical
22 safeguards that reasonably and appropriately protect the confidentiality, integrity,
23 and availability of the Protected Health Information (PHI), included electronic PHI,
24 that it creates, receives, maintains, or transmits on behalf of COUNTY; and to
25 prevent use or disclosure of PHI other than as provided for by this Agreement. In
26 addition, CONTRACTOR shall develop and maintain a written information privacy
27
28

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 b. A dictionary word; and,

20 c. Stored in clear text;

21 2. Passwords must be:

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

23 b. Changed every 90 days;

24 c. Changed immediately if revealed or compromised; and,
25
26
27
28

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

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

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

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

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

25
26
27 1. Mitigation of Harmful Effects
28

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

5
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
28

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

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

8 J. For the purposes of the above paragraphs, identifying information is considered to be
9 any information that reasonably identifies an individual in their past, present, or
10 future physical or mental condition. This includes, but is not limited to, any
11 combination of the person's first and last name, address, Social Security Number,
12 date of birth, identifying number, symbol, or other identifying particulars assigned to
13 the individual, such as 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
27
28

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 CONTRACTOR shall maintain adequate medical records on each individual patient
8 which includes at a minimum, a client care plan, diagnostic procedures, evaluation
9 studies, problems to be addressed, medications provided, and records of service
10 provided by the various personnel in sufficient detail to make possible an evaluation
11 of services, including records of patient interviews and progress notes.
12
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
25

26 C. Financial Record Retention
27
28

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

19 F. Client Records

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

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

3 G. Records Inspection

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

20 XX

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.
27
28

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 3. Updated personnel file for each staff member (including subcontractors, as
20 approved by COUNTY and volunteers) that includes at minimum the following:
 - 21 a. Resume, employment application, proof of current licensure, all applicable
22 employment related certifications, registration;
 - 23 b. List of all applicable trainings during time of employment to present;
 - 24 c. Annual Job performance evaluation; and
 - 25 d. Personnel action document for each change in status of the employee.
26
27
28

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

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

15 E. CONTRACTOR shall establish and disseminate written policies for all employees
16 that include detailed information about the False Claims Act and the other provisions
17 named in the Social Security Act Section 1902(a)(68)(A). Included in these written
18 policies shall be detailed information about CONTRACTOR'S policies and
19 procedures for detecting and preventing fraud, waste, and abuse in federal, state and
20 local health care programs. CONTRACTOR shall also include in any employee
21 handbook a specific discussion of the laws described in the written policies, the
22 rights of employees to be protected as whistleblowers, and a specific discussion of
23 CONTRACTOR'S policies and procedures for detecting and preventing fraud, waste
24 and abuse.
25
26
27
28

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

8 G. CONTRACTOR is responsible for notifying the COUNTY of all changes to indirect
9 and direct personnel service providers that will have an impact on its Electronic
10 Management of Records (ELMR) system. These changes include, but are not
11 limited to, adding new personnel, modifying existing personnel, or terminating
12 personnel. CONTRACTOR is responsible for completing the 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.
24
25
26
27
28

1 H. CONTRACTOR shall be responsible for checking, on a quarterly basis, the Office of
2 the Inspector General (OIG) website (<http://www.oig.hhs.gov>) to validate that none
3 of CONTRACTOR'S 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.
24
25
26

27 XXI
28

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

9
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 E. CONTRACTOR agrees to comply with the COUNTY'S Cultural Competency Plan
22 as set forth in the Board of Supervisors approved Cultural Competency Plan. The
23 Cultural Competency Plan may be obtained from the COUNTY'S website at
24 www.rcdmh.org or by contacting the COUNTY'S Cultural Competency Manager or
25 designee upon written request via certified mail or facsimile to:
26
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 XXIV

13 PATIENTS' RIGHTS:

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

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
- 20 4. Penalties that may be imposed upon employees for substance use violations.

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 1. The CONTRACTOR has made a false certification or,
6
7 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 H. After receipt of the Notice of Termination, pursuant to Paragraphs A, B, C, D, E, or
13 F above, or the CONTRACTOR is notified that the Agreement will not be extended
14 beyond the termination date as specified in Section II, PERIOD OF
15 PERFORMANCE, CONTRACTOR shall:
16

- 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
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
5. Cancel outstanding commitments covering the procurement of materials, supplies, equipment and miscellaneous items. In addition, CONTRACTOR shall exercise all reasonable diligence to accomplish the cancellation of outstanding commitments required by this Agreement, which relate to personal services. With respect to these canceled commitments, the CONTRACTOR agrees to provide a written plan to Director (or his designee within thirty (30) days for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitments. Such plan shall be subject to the approval or ratification of the COUNTY, which approval or ratification shall be final for all purposes of this clause;
 6. Transfer to COUNTY and deliver in the manner, at the times, and to the extent, if any, as directed by COUNTY, any equipment which, if the Agreement had been completed, would have been required to be furnished to COUNTY;
 7. Take such action as may be necessary, or as COUNTY may direct, for the protection and preservation of the equipment related to this Agreement which is in the possession of CONTRACTOR and in which COUNTY has or may acquire an interest; and,
 8. COUNTY shall continue to pay CONTRACTOR at the same rate as previously allowed until the date of termination, as determined by the Notice of Termination.
- I. The CONTRACTOR shall submit a termination claim to COUNTY promptly after 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 K. The rights and remedies of COUNTY provided in this section shall not be exclusive
18 and are in addition to any other rights and remedies provided by law or under this
19 Agreement.
20
21

22 XXVIII

23 DISPUTE:

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

24 XXX

25 VENUE:

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

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:

COUNTY:

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

15
16 INFORMATIONAL COPY TO:

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

22 XXXII

23 MEETINGS:

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

**Department of Mental Health – Management Information Services
Support Desk – (951) 358-4530**

COMPUTER ACCOUNT REQUEST FORM – MENTAL HEALTH CONTRACTORS

FORM MUST BE APPROVED BY SUPERVISOR – PLEASE ALLOW ONE WEEK FOR PROCESSING

RU MUST BE SET-UP THROUGH FISCAL SERVICES BEFORE THIS FORM CAN BE PROCESSED

<input type="checkbox"/> NEW PROVIDER/AGENCY	<input type="checkbox"/> TERMINATED CONTRACT	<input type="checkbox"/> EFFECTIVE DATE:
<input type="checkbox"/> CHANGE	Current Name:	New Name:

Submitted By:	Date:
Supervisor's Name:	Supervisor Phone #:

Section 1 – CONTRACTING PROVIDER

Contracting Provider Name:		<input type="checkbox"/> Facility	<input type="checkbox"/> Provider
Registration Date:	Federal Tax ID #:	<input type="checkbox"/> In Network	<input type="checkbox"/> Out of Network
Funding Source: Mental Health	Location:		
Primary Mailing Address Street:		Telephone:	
City:	State:	Zip:	County:
		Office Fax #:	
Billing Address Street:			
City:	State:	Zip:	County:

Checks Payable To:	City:	Zip:
Contact 1 Name:	Contact 1 Title:	Primary Phone:
Contact 2 Name:	Contact 2 Title:	Primary Phone:
Program Name:	Contact Person:	Program Phone:
Program Name:	Contact Person:	Program Phone:
Program Name:	Contact Person:	Program Phone:
Program Name:	Contact Person:	Program Phone:
Program Name:	Contact Person:	Program Phone:

Facility NPI:	Is Program Handicap Accessible: <input type="checkbox"/> Yes <input type="checkbox"/> No
Email Address:	Special Accommodations:

Department of Mental Health – Management Information Services

Support Desk – (951) 358-4530

COMPUTER ACCOUNT REQUEST FORM – MENTAL HEALTH CONTRACTORS

Section 2 – PERFORMING PROVIDER INFORMATION

CALPM	Performing Provider's Name:		Contracting Provider:		
	Discipline: <--Select Discipline-->		Category (See Attached Sheet):		
	Categories for Coverage (See Attached Sheet):		Phone:	<input type="checkbox"/> No Direct Billable Services	
	Physical Address:		NPI:	Medicare PIN:	
	City:	State:	Zip:	Taxonomy Code:	
Staff License #:			License Renewal Date:		

MSO	E-mail Address:		Gender: <--Select Gender-->	
	Registration Start Date:		Registration End Date:	
	DOB:		License Type: <--Select-->	
	License State:		License Expiration Date:	
	License Data Verified By:		License Data Verification Source:	
	Program/ RU#(s):			

CALPM	Performing Provider's Name:		Contracting Provider:		
	Discipline: <--Select Discipline-->		Category (See Attached Sheet):		
	Categories for Coverage (See Attached Sheet):		Phone:	<input type="checkbox"/> No Direct Billable Services	
	Physical Address:		NPI:	Medicare PIN:	
	City:	State:	Zip:	Taxonomy Code:	
Staff License #:			License Renewal Date:		

MSO	E-mail Address:		Gender: <--Select Gender-->	
	Registration Start Date:		Registration End Date:	
	DOB:		License Type: <--Select-->	
	License State:		License Expiration Date:	
	License Data Verified By:		License Data Verification Source:	
	Program/ RU#(s):			

CALPM	Performing Provider's Name:		Contracting Provider:		
	Discipline: <--Select Discipline-->		Category (See Attached Sheet):		
	Categories for Coverage (See Attached Sheet):		Phone:	<input type="checkbox"/> No Direct Billable Services	
	Physical Address:		NPI:	Medicare PIN:	
	City:	State:	Zip:	Taxonomy Code:	
Staff License #:			License Renewal Date:		

MSO	E-mail Address:		Gender: <--Select Gender-->	
	Registration Start Date:		Registration End Date:	
	DOB:		License Type: <--Select-->	
	License State:		License Expiration Date:	
	License Data Verified By:		License Data Verification Source:	
	Program/ RU#(s):			

COMPUTER ACCOUNT REQUEST FORM – MENTAL HEALTH CONTRACTORS

Practitioner Category

- 01 - ACSW (Associate Clinical Social Worker)
- 02 - BHS I (Behavioral Health Specialist I)
- 03 - BHS II (Behavioral Health Specialist II)
- 04 - BHS III (Behavioral Health Specialist III)
- 05 - BHS IV (Behavioral Health Specialist IV)
- 06 - CAC (Certified Addiction Counselor)
- 07 - CSA (Community Services Assistant)
- 08 - CSAC (Certified Substance Abuse Counselor)
- 09 - DO (Doctor of Osteopathy)
- 10 - Drug and Alcohol Counselor (AOD)
- 11 - EMSC II (Employment Services Counselor I)
- 12 - Intern
- 13 - LCSW (Licensed Clinical Social Worker)
- 14 - LMFT (Marriage & Family Therapist)
- 15 - LPT (Licensed Psych Tech)
- 16 - LVN I (Licensed Vocational Nurse I)
- 17 - LVN II (Licensed Vocational Nurse II)
- 18 - MD (Medical Doctor/Psychiatrist)
- 19 - MECON (Medical Consultant)
- 20 - MFTi (Marriage and Fam Ther Intern)
- 21 - MHSA (Mental Health Services Adm)
- 22 - MHSD (Mental Health Services Director)
- 23 - MHSM (Mental Health Services Prog Mgr)
- 24 - MHSMD (Mental Health Services Med Dir)
- 25 - MHSS A (Mental Health Services Supv A)
- 26 - MHSS B (Mental Health Services Supv B)
- 27 - MSW (Masters in Social Work)
- 28 - OT I (Occupational Therapist I)
- 29 - OT II (Occupational Therapist II)
- 30 - PhD (Doctor of Philosophy)
- 31 - PPART (Parent Partner)
- 32 - PPS (Peer Planning and Policy Spec)
- 33 - PRADV (Patient's Rights Advocate)
- 34 - PSS (Peer Support Specialist)
- 35 - PSST (Peer Support Specialist Trainee)
- 36 - PsyD (Doctor of Psychology)
- 37 - RCOUNS (Rehabilitation Counselor)
- 38 - RN (Registered Nurse)
- 39 - RN II (Registered Nurse II)
- 40 - RN III (Registered Nurse III)
- 41 - RN IV (Registered Nurse IV)
- 42 - RN V (Registered Nurse V)
- 43 - SA II (Student Aid II)
- 44 - SPSS (Senior Peer Support Specialist)
- 45 - SRMHPS (Senior Mental Health Peer Spec)
- 46 - SSA (Social Services Assistant)
- 47 - SSP (Social Services Planner)
- 48 - SUPBHS (Supv Behavioral Health Spec)
- 49 - Unlicensed PhD/PsyD
- 50 - UW (Unlicensed Worker)
- 51 - LPCC (Licensed Prof Clinic Counselor)

Practitioner Categories For Coverage

- 01 - Associate Social Worker (Non-Licensed)
- 02 - Behavioral Health Specialist I
- 03 - Behavioral Health Specialist II
- 04 - Behavioral Health Specialist III
- 05 - Behavioral Health Specialist IV
- 06 - Child & Adolescent Psychiatrist
- 07 - Clinical Nurse Specialist (Masters Level)
- 08 - Community Service Assistant (CSA)
- 09 - Drug and Alcohol Counselor
- 10 - Employment Services Counselor (ESC) I
- 11 - Employment Services Counselor (ESC) II
- 12 - Licensed Clinical Social Worker (LCSW)
- 13 - Licensed Marriage Family Therapist, LMFT
- 14 - Licensed Profession Clinic Couns, LPCC
- 15 - Licensed Psychiatric Technician (PT)
- 16 - Licensed Vocation Nurse I (LVN I)
- 17 - Licensed Vocation Nurse II (LVN II)
- 18 - Marriage Fam Therapy Intern Unlicensed
- 19 - Mental Health Services Prog Mgr (MHSM)
- 20 - Mental Health Services Sup A (MHSS A)
- 21 - Mental Health Services Sup B (MHSS B)
- 22 - MFT Trainee/Social Worker Intern
- 23 - Nurse (RN)
- 24 - Occupational Therapist I
- 25 - Occupational Therapist II
- 26 - Parent Partner (PPART)
- 27 - Patient's Rights Advocate (PRADV)
- 28 - Peer Planning and Policy Special (PPPS)
- 29 - Peer Support Specialist
- 30 - Peer Support Specialist Trainee (PSST)
- 31 - Psychiatrist
- 32 - Psychiatrist Intern
- 33 - Psychologist (Licensed)
- 34 - Psychologist (Unlicensed)
- 35 - Psychologist Intern
- 36 - Registered Nurse, Psych /Mental Health
- 37 - Senior Mental Health Peer Spec(SRMHPS)
- 38 - Social Services Assistant (SSA)
- 39 - Student Aid I (SA I)
- 40 - Student Aid II (SA II)
- 41 - Supervising BHS
- 42 - Unlicensed Worker

FORM NUMBER: **MHCARF007**

9/13/11– Revised LS

Page 3 of 3

1 A. TRANSITION AGE YOUTH INTEGRATED SERVICE RECOVERY CENTER
2 MID-COUNTY REGION

3 EXHIBIT A

4 CONTRACTOR NAME: Victor Community Support Services, Inc.

5 DEPT ID/PROGRAM: 4100203210-74750/Mid-County TAY
6 Integrated Services Recovery Center

7 I. SCOPE OF WORK

8 Victor Community Support Services, Inc., hereinafter referred to as CONTRACTOR,
9 shall provide Full Service Partnership (FSP) services by establishing the Transition
10 Age Youth (TAY) Integrated Service and Recovery Centers (IRSC's) for the Mid-
11 County Region.
12

13 II. GOALS OF SERVICES

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

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

The ISRC will:

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

III. TARGET POPULATION

Enrollment Criteria:

The population to be served will be transition aged residents of the Mid-County Region of Riverside County (ages 16 through 25). The Mid-County Region serves areas east and south of March Air Force Base, including Perris, Lake Elsinore, Murrieta, Temecula, Hemet, San Jacinto, and all other smaller communities around these cities. The goal is to provide accessibility to as many areas in the Mid-County region as possible. To be served by a Full-Service Partnership (FSP) provider of COUNTY, clients must:

- 1 • Be referred by a staff member of the County of Riverside, Department of Mental
- 2 Health RCDMH;
- 3 • Have a severe and persistent mental illness, as diagnosed by RCDMH staff, AND
- 4 • Have demonstrated non-adherence or unsuccessful engagement with outpatient
- 5 treatment.
- 6

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

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

15 **Number to be served:**

16 CONTRACTOR shall provide mental health treatment services to 125 unduplicated

17 clients annually in the Mid County Region (capacity for 83 open cases at any point in

18 time). Of these "point in time" cases, funding is designated that 24 shall be designated as

19 serving youth 16-19 years of age.

20

21 **Exclusionary Criteria:**

22 CONTRACTOR shall assess and enroll all referrals made by the COUNTY to the ISRC

23 unless written authorization to deny enrollment is given to CONTRACTOR by the Mid-

24 County Mental Health Services Regional Manager or designee.

25

26 CONTRACTOR will not serve:

- 27 1. Clients with a history or pattern of assaultive behavior that poses a risk to the
- 28 community;

- 1 2. Clients who are on State/Federal parole;
- 2 3. Clients who are convicted sex offenders.

3 **Graduation Criteria:**

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

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

14 **IV. SERVICES TO BE PROVIDED**

15 CONTRACTOR will provide all clients with the following services:

- 16 1. Comprehensive mental health, social, physical health, substance abuse and trauma
17 assessments (including intergenerational assessments), which are strength-based,
18 focused on client engagement and are gender-and culture-specific. The ISRC agrees
19 to work with the individual and his/her family, as appropriate, to provide all
20 necessary and desired services and supports in order to assist that person/family in
21 achieving the goals identified in their plan. This includes persistent outreach to
22 engage individuals referred by Riverside County Department of Mental Health.
23
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 have an individualized service plan
3 that is person-centered, and that gives individuals and their families sufficient
4 information to allow them to make informed choices about the services in which they
5 participate. Services will be based on client's recovery goals and desires, provided by
6 a team that embraces the principles of recovery and resilience.
- 7
8 3. Services include linkage to, or provision of, all needed services or supports as defined
9 by the client and or family in consultation with the ISRC staff. This includes the
10 capability of increasing or decreasing service intensity as needed.
- 11
12 4. Crisis and support services including telephonic and on-site response 24 hours a day,
13 7 days a week. These responses shall include but not be limited to: responding to
14 landlords requesting assistance for clients in crisis; providing face-to-face crisis
15 stabilization in the field (e.g., board and care facilities, clients' homes, emergency
16 rooms, etc.); assisting family caretakers in de-escalating conflicts, etc. Crisis
17 responses provided 24/7 are intended to provide immediate interventions that reduce
18 negative outcomes for individuals, including unnecessary hospitalizations,
19 incarcerations and housing evictions.
- 20
21 5. Integrated substance abuse and mental health services through an integrated team
22 with a single individualized service plan, using evidence-based practices, as approved
23 by the COUNTY. Develop or utilize specialized housing that supports dual diagnosis
24 recovery for clients with dual disorders (i.e., sober living environments).
- 25
26 6. Psychiatric medication and medication support services including but not limited to
27 evaluating the need for medication, and its clinical effectiveness and side effects;
28

1 medication education; prescribing and administering medication; obtaining necessary
2 lab tests for medication; and drug testing for illicit substances. Provide education for
3 clients, family members, and other caregivers regarding the nature of medications,
4 their expected benefits and potential side effects. CONTRACTOR is responsible for
5 any medication costs or lab testing costs for indigent clients.
6

- 7 7. Improve access to and client adherence with physical healthcare services, including
8 collaboration with primary care providers to provide individualized, inter-
9 disciplinary, coordinated medical care.
10
- 11 8. Facilitate clients obtaining income and medical insurance benefits for which they are
12 eligible (SSI/SSDI, Medi-Cal, Medicare, etc.), interim assistance, and other public
13 assistance potentially available to each client. Applications for income and insurance
14 benefits will be initiated within seven (7) days of referral to the CONTRACTOR.
15
- 16 9. Conduct education and training that teaches successful community living skills (e.g.
17 medication and healthcare management, anger management, relationship skills, etc.)
18 that will contribute to improve service outcomes.
19
- 20 10. Improve access to transportation, including providing transportation, as needed to
21 achieve the clients' goals. Increase access to and utilization of public transportation,
22 and assist clients with the acquisition of driver's licenses.
23
- 24 11. Assist clients in obtaining, and maintaining self-sufficient, safe, and affordable
25 housing stability, across a range of housing choices.
26
27
28

1 12. Coordinate services with other County mental health programs such as peer centers,
2 homeless outreach staff, mental health courts, and inpatient programs. Coordinate
3 services with other local agencies such as Probation, DPSS, law enforcement, etc.
4

5 13. Integrate services with ethnic-specific and gender-specific community-based
6 organizations. Maximize client participation with community providers and
7 organizations. Collaboration with community agencies, such as veterans' services,
8 faith-based organizations, ethnic and cultural support groups, and education systems
9 to assist clients to participate in a range of recovery and wellness activities in the
10 community.
11

12 14. Provide self-help and peer support services that increase client empowerment,
13 increase self-responsibility, increase rates of employment, and other improved
14 outcomes.
15

16 15. Provide vocational services with a commitment to competitive employment as an
17 attainable goal. Vocational services include:
18

- 19 a. Vocational assessment of clients' abilities, skills, aptitudes, interests, and
20 behaviors. Medical, psychological, socio-cultural factors, housing, economic and
21 ADA issues will be incorporated into the vocational assessment.
22
23 b. Providing guidance in completing an employment application, assisting with
24 effectively interviewing for employment, training to enhance work-related social
25 and communication skills, and job seeking skills.
26
27 c. Job development that identifies specific job openings appropriate for each
28 individual based on identified strengths and weaknesses, and facilitates job

1 acquisition. ISRC staff will contact potential employers, provide client advocacy
2 and facilitate a positive client-employer relationship.

3
4 d. Individualized job placement according to client preferences, strengths, and work
5 experience, with a rapid job search approach for any client expressing interest in
6 working.

7
8 e. Vocational services are provided based on client choice. No one is excluded who
9 wants to participate.

10
11 f. Supported employment is integrated with treatment. Supported employment has
12 as its goal competitive employment in the community (i.e., jobs that anyone can
13 apply for) that pay at least minimum wage, and include both part-time and full-
14 time jobs.

15
16 g. Job search starts soon after a client expresses interest in working. There are no
17 requirements for completing extensive pre-employment assessment and training.

18 CONTRACTOR is required to work collaboratively with the State Department of
19 Rehabilitation (DOR) and with RCDMH to maximize DOR-funded vocational
20 services as specified in a separate MH/DOR/Contractor Cooperative services grant.
21 This includes attending all required meetings, providing vocational services that meet
22 all DOR requirements, obtaining and maintaining Computer Account Request Form
23 (CARF) accreditation as a vendor of vocational services, etc.

24
25
26 16. Work collaboratively with Peer Support and Resource Centers (PSRCs) to expand
27 client involvement and participation with peer support activities, and to optimize
28 clients' recovery plans.

1 **V. ADDITIONAL PROGRAM REQUIREMENTS**

2 CONTRACTOR will:

- 3
- 4 1. CONTRACTOR shall utilize flexible funds to do “whatever it takes”, within reason,
- 5 to meet the unique needs clients encounter 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 Advisory Boards, 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 COUNTY.
- 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.
22

23 **VII. STAFFING RESPONSIBILITIES AND QUALIFICATIONS**

24 Staffing will include

- 25 1. A multi-disciplinary team consisting of both professional and paraprofessional staff
26 that includes paid consumer and family member service providers.
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- a. Consumer providers must have received mental health services or are in the process of receiving such services, and be willing to identify themselves as such when working with clients.
 - b. A family provider must be, or have been a family member or caretaker of a consumer.
2. Personal Services Coordinators (PSC's), who are identified as the single point of responsibility, and who provide intensive and assertive case management made possible by a low staff-to-client ratio (maximum 1:15).
 3. PSCs must be culturally competent, know the community resources of the client's racial/ethnic community, and meet Medi-Cal requirements to bill for mental health services.
 4. Staff specialized in skill-building techniques that support housing independence; assess and treat co-occurring disorders; and employment services.
 5. Peer-provided outreach, education, mentorship, support and advocacy, including teaching and supporting Wellness Recovery Action Plans (WRAP);
 6. Licensed psychiatrist and licensed nursing staff (RN, LPT, LVN), who will provide services within their scope of practice and licensure.
 7. CONTRACTOR shall hire culturally and ethnically diverse staff representing the ethnic and gender characteristics of the clients being served. CONTRACTOR staff must include bilingual (Spanish) capability for all services provided in order to effectively serve the target population.
 8. Staff responsible for billing Medi-Cal must be knowledgeable of Medi-Cal billing regulations and qualified to bill Medi-Cal.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

9. Use of volunteers is encouraged.

VIII. STAFF TRAINING

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

Participation in ongoing training must be documented by CONTRACTOR.

CONTRACTOR shall also provide or make arrangements for staff to receive training in the following areas:

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

IX. CLIENT OUTCOMES DOCUMENTATION AND REPORTING

1 During the performance of this Agreement, the CONTRACTOR shall submit MHPA
2 Full Service Partnerships (FSP) Data Collection and Reporting (DCR) data to the
3 COUNTY for the purpose of measuring individual-level performance outcomes. All
4 FSP data shall be submitted in electronic form. The CONTRACTOR shall ensure that
5 the staff responsible for transmitting this data is trained in data collection procedure.
6 This training will be provided by the COUNTY.

7
8 The requirements referred to in this section do not preclude the COUNTY from requiring
9 the CONTRACTOR to report any other additional performance outcomes required by
10 law or regulation. The renewal of this contract between the COUNTY and
11 CONTRACTOR is contingent upon CONTRACTOR's ability to meet or exceed the
12 below Performance Outcomes. It is also understood that the COUNTY reserves the right
13 to modify these Performance Outcomes to meet the needs of a third-party payer.
14

15
16 **1. Initial Enrollment Data:**

17 The CONTRACTOR shall collect data as soon as it begins providing services to FSP
18 clients, including, but not limited to; general administrative data; residential status;
19 legal issues/status; health status; substance abuse issues; assessment of daily living
20 functions where appropriate; and all interventions, including emergency intervention.
21

22 This data shall be transmitted to the COUNTY as soon as possible, and no later than
23 60 (sixty) days after the commencement of services.

24 **2. Quarterly Assessments:**

25 Every three months, the CONTRACTOR shall conduct a quarterly assessment of
26 each individual and submit FSP data to the COUNTY within sixty (60) days of
27 collecting the data. This data shall include, but is not limited to: general
28

1 administrative data; educational status; financial status; legal issues/status; health
2 status; substance abuse issues; and assessment of daily living functions where
3 appropriate.
4

5 **3. Daily Census:**

6 The CONTRACTOR will provide via e-mail a daily census, using a format approved
7 by the COUNTY, showing the status of the clients referred to the CONTRACTOR,
8 opened to the CONTRACTOR'S reporting unit, and enrolled as an FSP.
9

10 **4. Changes in Key Events:**

11 The CONTRACTOR shall submit data to the COUNTY as soon as possible, but no
12 later than 60 (sixty) days after an FSP client experiences a change in a key event,
13 such as a change in educational status, employment or financial status, legal status, or
14 residential status, including hospitalization or incarceration; or following an
15 emergency intervention. Data submitted shall include, but is not limited to the
16 following: general administrative data; residence; educational status; employment
17 status; legal issues/status; and a description of any and all interventions, including
18 emergency intervention.
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.
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- b. The CONTRACTOR shall provide other information required by COUNTY, State or federal law.
- c. All data submitted shall be full and complete.

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

X. MANAGEMENT INFORMATION SYSTEM

CONTRACTOR will purchase PC equipment using start-up funds and will designate a minimum of two PCs for access to the COUNTY'S SPUDS and Imagenet systems. CONTRACTOR may be required to enter data regarding client identification, financial status, demographics, episode openings and closings, and services provided into the SPUDS system. COUNTY will provide Initial training and consultation of the required network access method into the COUNTY's MIS systems and in the standard set-up and configuration of the PC equipment. CONTRACTOR shall provide sufficient number and competency of staff to enter data as instructed, within the timeframes given. CONTRACTOR is responsible for accuracy and self-monitoring using SPUDS reporting tools. The COUNTY requires accurate, complete and timely entry of all data as a condition of the Agreement.

///
//
/

Revised: 06/7/10 STL/ 04/22/14 em

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT B - MENTAL HEALTH
LAWS, REGULATIONS AND POLICIES

Services shall be provided in accordance with policies and procedures as developed by COUNTY and those Federal and State laws, regulations and policies which are applicable to the terms of this AGREEMENT, including but not limited to the following:

General Regulations

Government Code Section 8350 et. seq. (Drug-Free Workplace Act of 1990)

Government Code 26227 (Contracting with County)

Government Code 7550 (Reports)

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

California Code of Regulations Title 9 Section 640 (Records)

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

Welfare and Institutions Code 5608 (Program Monitoring)

Welfare and Institutions Code 5751.2 (Staffing)

HIPAA 1996: Public Law 104-191

<http://www.rcdmh.org/>

Adult System of Care

California Welfare and Institutions Code Sections 5689 et seq.

Case Management/Service Regulations

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

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

1 Welfare and Institutions Code 5768-69

2 Welfare and Institutions Code 5867 (Maintenance of Effort)

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

4 California Welfare & Institutions Code Sections 5600.4 and 5699.4.

5 Charges and Billing (Financial Regulations)

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

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

9 Government Code 8546.7 (Audits)

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

11 Centers for Medicare and Medicaid Services Manual

12 Child Abuse Reporting/Child Support

13 California Penal Code Sections 11164 – 11174.4 et seq.

14 Family Code, Section 5200 (Child Support)

15 Children System of Care

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

17 Community Care Facilities

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

20 Community Residential Treatment Program

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

23 California Welfare & Institutions Code Section 5670 et seq.

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

2 Confidentiality

3 California Welfare & Institutions Code Section 5328 - 5330

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

5 42 CFR 431.300

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

9 45 CFR 205.50

10 Health Insurance Portability and Accountability Act of 1996

11 Elderly and Dependent Adult Abuse Reporting

12 California Welfare & Institutions Code Sections 15600 et seq.

13 Health Care Facilities

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

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

17 Homeless Mentally Disabled

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

19 California Welfare & Institutions Code Section 5680 et seq.

20 Life Support

21 California Welfare & Institutions Code Section 4075 to 4078

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

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

1 Medication Protocol

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

4 Riverside County Mental Health “Medication Guidelines” Publication

5 Minors in Health Care Facilities

6 California Welfare & Institutions Code Section 5751.7

7 Negotiated Net Amount and Negotiated Net Agreements

8 California Welfare and Institutions Code Sections 5705 to 5716

9 Non Discrimination

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

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

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

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

14 Patients’ Rights

15 California Welfare & Institutions Code Sections 5325 et seq.

16 California Code of Regulations, Title 22, Section 70707

17 Policies

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

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

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

22 County and Departmental policies, as applicable to this Agreement

1 Quality Assurance

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

3 Short-Doyle/Medi-Cal

4 California Code of Regulations, Title 22, Division 3

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

7 Welfare and Institutions Code 5250 (Hearing Procedure)

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

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

11 Social Rehabilitation Programs

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

13 Special Education Pupils (AB 3632)

14 California Welfare & Institutions Code Section 18350 et seq.

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

16 Voter Registration

17 National Voter Registration Act of 1993

18 California Senate Bill 35 (SB35), Chapter 505, Statutes of 2012

19
20
21
22
23
24 Rev. 12/5/14 eee

EXHIBIT C
REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: Victor Community Support Services, Inc.
PROGRAM NAME: VCSS-TAY
DEPARTMENT ID: 4100203210 / 74750

A. REIMBURSEMENT:

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

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

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

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

3. The final year-end settlement shall be based upon the final year end settlement type or types as indicated by an "X" below (please mark all that apply), including allowable costs for this Agreement such as administrative cost, indirect cost and operating income and shall not exceed the percentage(s) or amounts(s) as specified in the original Agreement proposal or subsequent negotiations received, made and/or approved by the COUNTY:

X The final year-end settlement for non-Medi-Cal services (only) shall be based upon the actual allowable cost per unit,

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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; or customary charges (published rate), whichever is the lowest rate, less revenue collected. In addition, all year-end settlement for Drug Medi-Cal services shall be less a COUNTY administrative fee.

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

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

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

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

B. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for FY 2015/2016 shall be \$ 1,170,000 subject to availability of applicable Federal, State, local and/or COUNTY funds.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

C. BUDGET:

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

D. MEDI-CAL (M/C):

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

E. REVENUES:

As applicable:

1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the Welfare & Institutions Code, and as further contained in the State Department of Health Care Services Revenue Manual, Section 1, CONTRACTOR shall collect revenues for the provision of the services described pursuant to Exhibit A. Such revenues may include but are not limited to, fees for services, private contributions, grants or other funds. All revenues received by CONTRACTOR shall be reported in their annual Cost Report, and shall be used to offset gross cost.
2. CONTRACTOR shall be responsible for checking and confirming Medi-Cal eligibility for its patient(s)/client(s) prior to the patient(s)/client(s)

1 receiving services(s) and prior to services being billed in order to ensure
2 proper billing of Medi-Cal eligible services for all applicable
3 patient(s)/clients(s).

- 4 3. Patient/client eligibility for reimbursement from Medi-Cal, Private
5 Insurance, Medicare, or other third party benefits shall be determined
6 by the CONTRACTOR at all times for billing or service purposes.
7 CONTRACTOR shall pursue payment from all potential sources in
8 sequential order, with Medi-Cal as payor of last resort.
- 9 4. CONTRACTOR is to attempt to collect first from Medicare (if site is
10 Medicare certified and if CONTRACTOR staff is enrolled in Medicare
11 program), then insurance and then first party. In addition,
12 CONTRACTOR is responsible for adhering to and complying with all
13 applicable Federal, State and local Medi-Cal and Medicare laws and
14 regulations as it relates to providing services to Medi-Cal and Medicare
15 beneficiaries.
- 16 5. If a client has both Medicare or Insurance and Medi-Cal coverage, a
17 copy of the Medicare or Insurance Explanation of Benefits (EOB) must
18 be provided to the COUNTY within thirty (30) days of receipt of the EOB
19 date.
- 20 6. CONTRACTOR is obligated to collect from the client any Medicare co-
21 insurance and/or deductible if the site is Medicare certified or if provider
22 site is in the process of becoming Medicare certified or if the provider is
23 enrolled in Medicare. CONTRACTOR is required to clear any Medi-Cal
24 Share of Cost amount(s) with the State. CONTRACTOR is obligated to
25 attempt to collect the cleared Share of Cost amount(s) from the client.
26 CONTRACTOR must notify the COUNTY in writing of cleared Medi-Cal
27 Share of Cost(s) within seventy two (72) hours (excluding holidays) of
28 the CONTRACTOR'S received notification from the State.
CONTRACTOR shall be responsible for faxing the cleared Medi-Cal
Share of Cost documentation to fax number (951) 955-7361 OR to your
organization's appropriate COUNTY Region or Program contact.

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

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

25 F. REALLOCATION OF FUNDS:

- 26 1. No funds allocated for any mode and service function as designated in
27 Schedule I may be reallocated to another mode and service function
28 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

1 end of the fiscal year (June 30th). Approval shall not exceed the
2 maximum obligation.

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

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

17 G. RECOGNITION OF FINANCIAL SUPPORT:

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

21 H. PAYMENT:

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

1. In addition, if the COUNTY determines that there is any portion (or all) of
the CONTRACTOR invoice(s) that cannot be substantiated, verified or
proven to be valid in any way for any fiscal year, then the COUNTY

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

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

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

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

27 b. CONTRACTOR must also submit to the COUNTY a signed
28 Program Integrity Form (PIF) (attached as Exhibit C,
Attachment A) signed by the Director or authorized designee of
the CONTRACTOR organization. This form must be faxed and/or
emailed (PDF format only) to the COUNTY at (951) 358-4792,

1 and/or emailed to ELMR_PIF@rcmhd.org. The CONTRACTOR
2 PIF form must be received by the COUNTY via fax and/or email
3 for the prior month no later than 5:00 p.m. on the fifth (5th) working
4 day of the current month.

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

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

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

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

27 7. In order to ensure that CONTRACTOR will receive reimbursement for
28 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.

1 CONTRACTOR shall provide COUNTY with a print screen from the
2 Medi-Cal eligibility website indicating the Medicare and/or Insurance
3 coverage has been removed within ten (10) days of termination request.
4 CONTRACTOR shall include their name and the comment
5 "Medicare/OHC Termed" on the documentation provided to the
6 COUNTY.

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

11 I. COST REPORT:

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

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

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

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

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

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

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

5 J. BANKRUPTCY:

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

12 K. AUDITS:

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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

L. TRAINING:

1. 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

**2015/16 SCHEDULE I FOR THE MID-COUNTY REGION
MENTAL HEALTH**

DATE: March 16, 2015
FY 15/16

Victor Community Support Services, Inc. - MHA FSP TAY ISRC Mid-County

Revised: 03/16/15

System RU #: Combined; 33H6FT, 33H6F1, 33H6F3

DEPT. ID/PROGRAM CODE/ACCOUNT

FY 2014/15

CODE:

4100203210-74750/530280,530580,530600,530620

REGION/POPULATION: MID COUNTY

ACTUAL COST (X) NEGOTIATED NET AMOUNT ()

RU # (s)	33H6FT	33H6FT	33H6FT	33H6FT	33H6FT	33H6FT	33H6FT	33H6FT	33H6F1, 33H6F3	33H6FT	33H6FT	33H6FT	33H6FT	33H6FT	PAGE
DEPARTMENT I.D.	4100203210	4100203210	4100203210	4100203210	4100203210	4100203210	4100203210	4100203210	4100203210	4100203210	4100203210	4100203210	4100203210	4100203210	
TYPE OF MODALITY	Crisis Intervention	Mental Health Services-Non Billable	Mental Health Services	Medication Support	Case Mgmt Non-Billable	Case Mgmt	Direct Service Outreach	Vocational Intake & direct Svcs	Prescriptions	Housing	Non-Housing	Flexible Funding	Risperdal Consta		TOTAL
Account Code	530280	530280	530280	530280	530280	530280	530280	530280	530600	530580	530620	530600		15	
MODE OF SERVICE:	15	15	15	15	15	15	45	15		60	60	60		60	
SERVICE FUNCTION:	70	10-59	10-59	60	01	01	10	30		70	71	72		60	
ELMR PROCEDURE CODE(s):	90839C1	487DR	360, 363, 90846F, 90848NF, 90849, 90853G, 90791AI, 90832IT, 90834IT, 90837IT	99212MD, 99213MD, 99214MD, 99215MD	529NB	520	599NB	485DR, 487DR, 488DR, 489DR	HlthMt & PsyMed	FixHse	FixHex	CltSup		90862RC	
UNIT REIMBURSEMENT	Minute	Minute	Minute	Minute	Minute	Minute	hour	Minute	actual cost	actual cost	actual cost	actual cost	tracking only		
NUMBER OF UNITS:	4,855	0	306,403	13,795	54,859	63,089	50		\$0.00	\$1.00	\$1.00	\$1.00	\$1.00	n/a	
COST PER UNIT:	\$3.88	\$2.61	\$4.82	\$2.02	\$4.82	\$2.02	\$121.20	\$0.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1,250,000
GROSS COST:	\$ 18,955	\$ -	\$ 799,713	\$ 66,491	\$ 110,876	\$ 127,440	\$ 6,044	\$ 80,000	\$ 1,786	\$ -	\$ -	\$ 38,695	\$ -	\$ -	\$ 1,250,000
LESS REVENUES COLLECTED															\$0
BY CONTRACTORS:															\$0
A. PATIENT FEES															
B. PATIENT INSURANCE								\$80,000							\$80,000
C. OTHER - DOR									\$0	\$0	\$0	\$0	\$0	\$0	\$80,000
TOTAL CONTRACTOR REVENUES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000
MAXIMUM OBLIGATION	\$18,955	\$0	\$799,713	\$66,491	\$110,876	\$127,440	\$6,044	\$0	\$1,786	\$0	\$0	\$38,695	\$0	\$0	\$1,170,000
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:															
A. MEDI-CAL/FFP & EPSDT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B. FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C. REVENUE	\$13,458	\$0	\$567,796	\$47,209	\$78,722	\$90,482	\$4,291	\$0	\$1,268	\$0	\$0	\$27,473	\$0	\$0	\$630,700
D. REALIGNMENT FUNDS			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E. MHA FUNDS	\$5,497	\$0	\$231,917	\$19,282	\$32,154	\$36,968	\$1,753	\$0	\$518	\$0	\$0	\$11,222	\$0	\$0	\$339,300
F. COUNTY FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. OTHER:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL (SOURCES OF FUNDING)	\$18,955	\$0	\$799,713	\$66,491	\$110,876	\$127,440	\$6,044	\$0	\$1,786	\$0	\$0	\$38,695	\$0	\$0	\$1,170,000

FUNDING SOURCES DOCUMENT:

STAFF ANALYST SIGNATURE:

FISCAL SERVICES SIGNATURE:

CLIB 15/16

[Handwritten Signature] DATE: 3/26/15
[Handwritten Signature] DATE: 3/30/15

CERTIFICATION OF CLAIMS AND PROGRAM INTEGRITY FORM

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

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

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

Signature of Authorized Provider

Printed Name of Authorized Provider

Date: _____

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

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

Signature of Authorized Provider

Printed Name of Authorized Provider

Date: _____

RCDMH Admin. Use Only
BATCH #'s: _____