

COUNTY OF RIVERSIDE  
DEPARTMENT OF MENTAL HEALTH



This agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Oasis Behavioral Health, Inc., hereinafter referred to as "CONTRACTOR."

**PREAMBLE**

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

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

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

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

CONTRACTOR

By: 

Kent Dunlap

Print Name

Date: 6-4-15

COUNTY

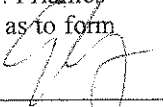
By: \_\_\_\_\_

Marion Ashley, Chairman  
Board of Supervisors

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

COUNTY COUNSEL:

Gregory P. Priamos  
Approved as to form

By: 

Deputy County Counsel

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I

1  
2 DESCRIPTION OF SERVICES:

3 CONTRACTOR agrees to provide services in the form as outlined and described in  
4 Exhibit A, Exhibit B, Exhibit C, Schedule I, Schedule K (if applicable) and any other  
5 exhibits, attachments or addendums attached hereto and by this reference incorporated  
6 herein to this Agreement.  
7

8 II

9 PERIOD OF PERFORMANCE:

10 This Agreement shall be effective as of July 1, 2015, and continue in effect through  
11 June 30, 2016. The Agreement may thereafter be renewed annually, by mutual agreement  
12 of the parties, up to an additional five (5) years, subject to the availability of funds and  
13 satisfactory performance of services.  
14

15 III

16 REIMBURSEMENT AND USE OF FUNDS PAYMENT:

17 A. Reimbursement

18  
19 In consideration of services provided by CONTRACTOR, COUNTY shall  
20 reimburse CONTRACTOR in the amount and manner outlined and described in  
21 Exhibit C and Schedule I or Schedule K, attached hereto and by this reference  
22 incorporated herein to this Agreement. CONTRACTOR agrees to submit their  
23 National Provider Identification (NPI) and other support or required documentation  
24 to the COUNTY prior to reimbursement be processed by the COUNTY.  
25  
26  
27  
28

1 B. Restrictions On Salaries

2 CONTRACTOR agrees that no part of any federal funds provided under this  
3 Agreement shall be used by the CONTRACTOR, or its Subcontractors to pay the  
4 salary of an individual at a rate in excess of Level 1 of the Executive Schedule.  
5 Salary schedules may be found at <http://www.opm.gov/oca>. CONTRACTOR shall  
6 be responsible for making sure that their organization is in full compliance with all  
7 applicable Federal, State, County or local salary restrictions in conjunction with  
8 performing the services herein.  
9

10 C. Union Organizing

- 11 1. CONTRACTOR will not assist, promote, or deter union organizing by  
12 employees performing work on a state service contract, including a public  
13 works contract.  
14
- 15 2. CONTRACTOR will not, for any business conducted under this Agreement,  
16 use any state property to hold meetings with employees or supervisors, if the  
17 purpose of such meetings is to assist, promote or deter union organizing unless  
18 the state property is equally available to the general public for holding  
19 meetings.  
20
- 21 3. If the CONTRACTOR incurs costs, or makes expenditures to assist, promote,  
22 or deter union organizing, CONTRACTOR will maintain records sufficient to  
23 show that no reimbursement from state funds has been sought for these costs,  
24 and the CONTRACTOR shall provide those records to the County and then to  
25 the Attorney General upon request.  
26

27 D. Lobbying And Restrictions And Disclosures Certification  
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 I. 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  
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1 d. CONTRACTOR shall file a disclosure form at the end of each calendar  
2 quarter in which there occurs any event that requires disclosure or that  
3 materially affect the accuracy of the information contained in any  
4 disclosure form previously filed by such person under Paragraph 1(a)  
5 herein. An event that materially affects the accuracy of the information  
6 reported includes:  
7

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

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

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

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

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

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

3 E. Prohibition

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

14 F. National Provider Identifier (NPI)

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



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

3 IV

4 PROGRAM SUPERVISION, MONITORING AND REVIEW:

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

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

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

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

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

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

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

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

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

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

19           C. CONTRACTOR agrees that any duly authorized representative of the Federal, the  
20           State, COUNTY or local government shall have the right to audit, inspect, excerpt,  
21           copy or transcribe any pertinent records and documentation relating to this  
22           Agreement or previous year's Agreements.  
23  
24  
25  
26  
27  
28

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

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

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

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

25 ADMINISTRATIVE CHANGE IN STATUS:

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

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

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

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

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

9 VII

10 DELEGATION AND ASSIGNMENT:

11 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in  
12 part, without prior written consent of COUNTY; provided, however, obligations  
13 undertaken by CONTRACTOR pursuant to this Agreement may be carried out by  
14 means of subcontracts, provided such subcontracts are approved in writing by the  
15 DIRECTOR (or his designee), prior to CONTRACTOR'S finalization of the  
16 subcontract, meet the requirements of this Agreement as they relate to the service or  
17 activity under subcontract, and include any provisions that the DIRECTOR may  
18 require, nor shall any subcontract result in, or imply, the creation of a relationship  
19 between the COUNTY and any subcontractor.  
20  
21

22 B. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to  
23 COUNTY pursuant to this Agreement.  
24

25 C. CONTRACTOR may not assign the rights hereunder, either in whole or in part,  
26 without the prior written consent of COUNTY. Any attempted assignment or  
27 delegation in derogation of this paragraph shall be void.  
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  
18 COUNTY shall indemnify Contractor against any claim, demands, or liability arising  
19 from damage to property, and injuries to persons, which may arise out of or because of  
20 COUNTY'S performance of its duties under this Agreement, or failure to perform, but only  
21 in proportion to and to the extent such claim demands, damages or liability are caused by, or  
22 result from the negligent or intentional acts or omissions of COUNTY, its officers, agent, or  
23 employee.  
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 CONTRACTOR shall maintain Professional Liability Insurance providing coverage for  
19 CONTRACTOR'S performance of work included within this Agreement, with a limit of  
20 liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If  
21 CONTRACTOR'S Professional Liability Insurance is written on a 'claims made' basis  
22 rather than on an 'occurrence' basis, such insurance shall continue through the term of this  
23 Agreement. Upon termination of this Agreement or the expiration or cancellation of the  
24 claims made insurance policy CONTRACTOR shall purchase at his sole expense either 1)  
25 an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates  
26  
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  
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- 26 4. It is understood and agreed by the parties hereto and the CONTRACTOR'S  
27 insurance company(s), that the Certificate(s) of Insurance and policies shall so  
28

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

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

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

10 XII

11 LIMITATION OF COUNTY LIABILITY:

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

16 XIII

17 WARRANTY AGAINST CONTINGENT FEES:

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

NON-DISCRIMINATION:

A. Employment

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

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

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

8 B. Services, Benefits, and Facilities

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

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

- 13
- 14 3. CONTRACTOR shall further establish and maintain written procedures under  
15 which any person, applying for or receiving services hereunder, may seek  
16 resolution from CONTRACTOR of a complaint with respect to any alleged  
17 discrimination in the provision of services by CONTRACTOR'S personnel.  
18 Such procedures shall also include a provision whereby any such person, who  
19 is dissatisfied with CONTRACTOR'S resolution of the matter, shall be referred  
20 by CONTRACTOR to the DIRECTOR, or his authorized designee, for the  
21 purpose of presenting his or her complaint of alleged discrimination. Such  
22 procedures shall also indicate that if such person is not satisfied with  
23 COUNTY'S resolution or decision with respect to the complaint of alleged  
24 discrimination, he or she may appeal the matter to the California Department  
25  
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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  
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XV

PERSONS WITH DISABILITIES:

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

XVI

REPORTS:

- A. CONTRACTOR shall participate in the COUNTY'S Management Information System (MIS) as required by the Director, or his authorized designee. CONTRACTOR shall report to the program, applicable client and staff related data regarding the CONTRACTOR'S program by the fifth (5<sup>th</sup>) working day of the following month.
- B. CONTRACTOR shall provide the COUNTY with applicable reporting documentation as specified and/or required by the COUNTY, State Department of Mental Health and Federal guidelines. COUNTY may provide additional instructions on reporting requirements.
- C. CONTRACTOR shall comply with the State reporting requirements pursuant to 9 C.C.R. Section 10561. Upon the occurrence of any of the events listed hereafter, the CONTRACTOR shall make a telephonic report to the State department licensing staff

1 (hereinafter "State") within one (1) working day. The telephonic report is to be  
2 followed by a written report to the COUNTY within twenty-four (24) hours of the  
3 incident and within seven (7) days of the event to the State. If a report to local  
4 authorities exists which meets the requirements cited, a copy of such a report will suffice  
5 for the written report required by the State.  
6

7 1. Events reported shall include:

- 8 a. Death of any resident from any cause;
- 9 b. Any facility related injury of any resident which requires medical treatment;
- 10 c. All cases of communicable disease reportable under 17 C.C.R. Section 2502  
11 shall be reported to the local health officer in addition to the State;
- 12 d. Poisonings;
- 13 e. Catastrophes such as flooding, tornado, earthquake or any other natural  
14 disaster; and,
- 15 f. Fires or explosions which occur in or on the premises.  
16

17 2. Information provided shall include the following:

- 18 a. Residents' name, age, sex, and date of admission;
- 19 b. Date, time and nature of the event;
- 20 c. Attending physician's name, findings and treatment, if any; and,
- 21 d. The items below shall be reported to the State within ten (10) working days  
22 following the occurrence.  
23  
24 (i) The organizational changes specified in Section 10531(a) of this  
25 subchapter;  
26  
27 (ii) Any change in the licensee's or applicant's mailing address; and,  
28

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

3 D. CONTRACTOR must adhere to all applicable Federal, State and County reporting  
4 requirements as mandated. The COUNTY shall provide necessary instructions and  
5 direction to CONTRACTOR regarding COUNTY policies and procedures for meeting  
6 requirements.  
7

8 E. CONTRACTOR shall report client and staff data about the CONTRACTOR's program  
9 and services as required by the DIRECTOR, or its authorized designee, or by the State,  
10 regarding the CONTRACTOR's activities as they affect the duties, roles,  
11 responsibilities, and purposes contained in this Agreement, and as may be specifically  
12 referenced in Exhibit A. COUNTY shall provide CONTRACTOR with at least thirty  
13 (30) days prior written notice of any additional, required reports in this matter.  
14  
15 COUNTY shall provide instructions on the reporting requirements as required herein.

16 F. As Mental Health and/or Substance Use service providers and funding recipients, under  
17 the State Charitable Choice requirements, CONTRACTOR must adhere to the  
18 following:  
19

- 20 1. Ensure that CONTRACTOR provides notice to all its clients of their right to  
21 alternative services if, when and where applicable;
- 22 2. Ensure that CONTRACTOR refers clients to alternative services if, when and where  
23 applicable; and
- 24 3. Fund and/or provide alternative service if, when and where applicable. Alternative  
25 services are services determined by the State to be accessible, comparable, and  
26 provided within a reasonable period of time from another Mental Health and/or  
27  
28

1 Substance Use provider (or alternative provider if, when and where applicable) to  
2 which the client has no objection.

3 XVII

4 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

5 The CONTRACTOR in this Agreement is subject to all relevant requirements  
6 contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public  
7 Law 104-191, enacted August 21, 1996, Title 42 Code of Federal Regulations (C.F.R.), Part 2,  
8 and the laws and regulations promulgated subsequent thereto. The CONTRACTOR hereto  
9 agrees to cooperate in accordance with the terms and intent of this Agreement for  
10 implementation of relevant law(s) and/or regulation(s) promulgated under this law.  
11

12 XVIII

13 CONFIDENTIALITY:

14 CONTRACTOR shall maintain the confidentiality of all client identifying  
15 information contained in records, including but not limited to patient/client records/charts,  
16 billing records, research and client identifying reports, and the COUNTY'S client  
17 management information system (ELMR) in accordance with WIC Sections 14100.2 and  
18 5328 et seq., 42 C.F.R. Sections 431.300 et seq., 42 U.S.C. Section 1320d et seq., (the  
19 Health Insurance Portability and Accountability Act of 1996) as well as the corresponding  
20 regulations (including but not limited to 45 C.F.R. Parts 142, 160, 162, 164) and all other  
21 applicable COUNTY, State and Federal laws, regulations, ordinances and directives  
22 relating to confidentiality and security of client records and information.  
23

24 A. The CONTRACTOR shall protect from unauthorized disclosure, confidential client  
25 identifying information obtained or generated in the course of providing services  
26  
27  
28

1 pursuant to this Agreement except for non-identifying statistical information. The  
2 CONTRACTOR shall not use identifying information for any purpose other than  
3 carrying out the CONTRACTOR'S obligations under this Agreement.

4 B. The CONTRACTOR shall not disclose confidential client identifying information  
5 except as authorized by client, clients' legal representative or as permitted by Federal  
6 or State law, to anyone other than the COUNTY or State without prior valid  
7 authorization from the client or clients' legal representative in accordance with State  
8 and Federal laws. Any disclosures made shall be logged and the log maintained in  
9 accordance with State and Federal law.  
10

11 C. If CONTRACTOR receives any requests by subpoena, from attorneys, insurers or  
12 beneficiaries for copies of bills or other documents, CONTRACTOR will provide the  
13 COUNTY with a copy of any document released as a result of such request, and will  
14 provide the name, address and telephone number of the requesting party.  
15

16 D. For purposes of the above paragraphs, identifying information is considered to be any  
17 information that reasonably identifies an individual and their past, present, or future  
18 physical or mental health or condition. This includes, but is not limited to, any  
19 combination of the person's name, address, Social Security Number, date of birth,  
20 identifying number, symbol, or other identifying particular assigned to the individual,  
21 such as fingerprint or photograph.  
22

23 E. Notification of Electronic Breach or Improper Disclosure  
24

25 During the term of this Agreement, CONTRACTOR shall notify COUNTY,  
26 immediately upon discovery of any breach of Protected Health Information (PHI)  
27 and/or data where the information and/or data is reasonably believed to have been  
28

1 acquired by an unauthorized person. Immediate notification shall be made to the  
2 COUNTY Mental Health Compliance Officer within two (2) business days of  
3 discovery at (800) 413-9990. The CONTRACTOR shall take prompt corrective  
4 action to cure any deficiencies and any action pertaining to such unauthorized  
5 disclosures as required by applicable Federal, State and or County laws and  
6 regulations. The CONTRACTOR shall investigate such breach and provide a written  
7 report of the investigation to the COUNTY Mental Health Compliance Officer,  
8 postmarked within thirty (30) working days of the discovery of the breach to the  
9 address as follows:  
10

11 Attention: Mental Health Compliance Officer

12 Riverside County Department of Mental Health

13 P.O. Box 7549

14 Riverside, CA 92513

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  
21 F. Safeguards

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



1 addition, CONTRACTOR shall develop and maintain a written information privacy  
2 and security program that includes administrative, technical and physical safeguards  
3 appropriate to the size and complexity of the CONTRACTOR's operations and the  
4 nature and scope of its activities. CONTRACTOR shall also provide COUNTY  
5 with a copy of information outlining such safeguards that are developed and  
6 implemented by the CONTRACTOR upon thirty (30) days written request by the  
7 COUNTY.  
8

9 G. The CONTRACTOR shall implement strong access controls and other security  
10 safeguards and precautions as noted in the following to restrict electronic and  
11 physical access to confidential, personal (e.g. PHI) or sensitive data to authorized  
12 users only. The CONTRACTOR shall enforce the following administrative and  
13 technical password controls on all systems used to process or store confidential,  
14 personal, or sensitive data:  
15

16 1. Passwords must not be:

17 a. Shared or written down where they are accessible or recognizable by anyone  
18 else, such as taped to computer screens, stored under keyboards, or visible  
19 in a work area;  
20

21 b. A dictionary word; and,

22 c. Stored in clear text;  
23

24 2. Passwords must be:

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

26 b. Changed every 90 days;

27 c. Changed immediately if revealed or compromised; and,  
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.  
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1. Mitigation of Harmful Effects

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

2. Employee Training and Discipline

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

3. Disclaimer

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

4. Interpretation

The terms and conditions in these Provisions shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and

1 applicable State laws. The parties agree that any ambiguity in the terms and  
2 conditions of these Provisions shall be resolved in favor of a meaning that  
3 complies and is consistent with HIPAA and the HIPAA regulations.

4 CONTRACTOR shall require all its officers, employees, associates, and agents  
5 providing services hereunder to acknowledge, in writing, understanding of and  
6 agreement to comply with all confidentiality provisions as set forth in this  
7 Agreement.  
8

9 J. For the purposes of the above paragraphs, identifying information is considered to be  
10 any information that reasonably identifies an individual in their past, present, or  
11 future physical or mental condition. This includes, but is not limited to, any  
12 combination of the person's first and last name, address, Social Security Number,  
13 date of birth, identifying number, symbol, or other identifying particulars assigned to  
14 the individual, such as fingerprint or photograph.  
15

16 XIX

17 RECORDS/INFORMATION AND RECORD RETENTION:

18 All records shall be available for inspection by the designated auditors of COUNTY, State  
19 Department of Justice, State DHCS, U.S. Department of Health and Human Services and  
20 the U.S Office of the Inspector General at reasonable times during normal business hours.  
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  
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1 Agreement, the CONTRACTOR will furnish any such record or copy thereof, to the  
2 COUNTY. CONTRACTOR shall be subject to the examination and audit of the Office of  
3 the Inspector General for a period of three (3) years after final payment under the  
4 Agreement.

5 A. Medical Records

6 CONTRACTOR shall adhere to the licensing authority, the State Department of  
7 Social Services, DHCS and Medi-Cal documentation standards, as applicable.  
8 CONTRACTOR shall maintain adequate medical records on each individual patient  
9 which includes at a minimum, a client care plan, diagnostic procedures, evaluation  
10 studies, problems to be addressed, medications provided, and records of service  
11 provided by the various personnel in sufficient detail to make possible an evaluation  
12 of services, including records of patient interviews and progress notes.  
13  
14

15 B. Financial Records

16 CONTRACTOR shall maintain complete financial records that clearly reflect the cost  
17 of each type of service for which payment is claimed. Any apportionment of costs  
18 shall be made in accordance with generally accepted accounting principles and shall  
19 evidence proper audit trails reflecting the true cost of the services rendered.  
20 Allowable costs shall be those costs defined in Centers for Medicare and Medicaid  
21 Services Manual (CMS 15-1). Statistical data shall be kept and reports made as  
22 required by the DIRECTOR, or his designee, and the State of California. All such  
23 records shall be available for inspection by the designated auditors of COUNTY or  
24 State at reasonable times during normal business hours.  
25  
26

27 C. Financial Record Retention  
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 F. Client Records

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

3 G. Records Inspection

4 All records shall be available for inspection by all applicable and designated Federal,  
5 State, and COUNTY auditors during normal business hours. Records shall include,  
6 but are not limited to, all physical and electronic records originated or prepared  
7 pursuant to the performance under this Agreement; including, but not limited to,  
8 working papers, reports, financial records or books of account, medical records,  
9 prescription files, subcontracts, any and other documentation pertaining to medical  
10 and non-medical services for clients. Upon request, at any time during the period of  
11 this Agreement, the CONTRACTOR will furnish any such records or copies thereof,  
12 to the applicable Federal, State and COUNTY auditors. CONTRACTOR shall be  
13 subject to the examination and audit of the Office of the Inspector General for a  
14 period of no less than five (5) years pertaining to individuals over the age of eighteen  
15 (18) years of age related documentation; and no more than ten (10) years pertaining  
16 to minor related documentation after final payment under Agreement.  
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
- 20 3. Updated personnel file for each staff member (including subcontractors, as  
21 approved by COUNTY and volunteers) that includes at minimum the following:
  - 22 a. Resume, employment application, proof of current licensure, all applicable  
23 employment related certifications, registration;  
24
  - 25 b. List of all applicable trainings during time of employment to present;  
26
  - 27 c. Annual Job performance evaluation; and  
28
  - d. Personnel action document for each change in status of the employee.



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

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

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

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

8 G. CONTRACTOR is responsible for notifying the COUNTY of all changes to indirect  
9 and direct personnel service providers that will have an impact on its Electronic  
10 Management of Records (ELMR) system. These changes include, but are not  
11 limited to, adding new personnel, modifying existing personnel, or terminating  
12 personnel. CONTRACTOR is responsible for completing the attached Computer  
13 Account Request Form (CARF)-BOILERPLATE-ATTACHMENT A, when such  
14 changes occur and will have an impact on ELMR data entry or system access, and  
15 shall submit, via email, the completed CARF form to its designated COUNTY  
16 Program Analyst for review and approval. The COUNTY designated Program  
17 Analyst will then review CARF for accuracy and will then submit CARF to the  
18 COUNTY'S Information Technology (I.T.) staff for processing. The COUNTY'S  
19 designated Program Analyst will communicate with the CONTRACTOR, via email,  
20 with confirmation of submission for processing, and a COUNTY I.T. or ELMR  
21 personnel will contact the CONTRACTOR direct, via telephone, to confirm receipt  
22 of the CARF and provide confirmation that computer access has been granted or  
23 changed as requested by the CONTRACTOR.  
24  
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1 H. CONTRACTOR shall be responsible for checking, on a quarterly basis, the Office of  
2 the Inspector General (OIG) website (<http://www.oig.hhs.gov>) to validate that none  
3 of CONTRACTOR'S officers, board members, employees, associates, and agents  
4 providing services are on the OIG or Medi-Cal list of excluded individuals to  
5 provide direct services to COUNTY clients. CONTRACTOR shall notify, in writing  
6 within thirty (30) calendar days, if and when any CONTRACTOR'S personnel are  
7 found listed on this site and what action has been taken to remedy the matter.  
8

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

CULTURAL COMPETENCY

- 1
- 2
- 3 A. CONTRACTOR shall provide services pursuant to this Agreement in a culturally
- 4 competent manner by recruiting, hiring, maintaining and providing staff who can
- 5 deliver services in the manner specified to the diverse multi-cultural population
- 6 served under this Agreement. CONTRACTOR shall provide multi-cultural services
- 7 in a language appropriate and culturally sensitive manner, in a setting accessible to
- 8 diverse communities. Multi-cultural diversity includes, but is not limited to,
- 9 ethnicity, age, sexual preference, gender, and persons who are disabled.
- 10 CONTRACTOR shall document its efforts to provide multi-cultural services in the
- 11 manner specified. Documentation may include, but is not limited to the following:
- 12 records in personnel files attesting to efforts made in recruitment and hiring
- 13 practices; participation in COUNTY sponsored and other cultural competency
- 14 training; the availability of literature in multiple languages/formats as appropriate;
- 15 and identification of measures taken to enhance accessibility for, and sensitivity to,
- 16 persons with disabilities.
- 17
- 18
- 19
- 20 B. CONTRACTOR shall demonstrate program access; linguistically appropriate and
- 21 timely mental health service delivery; staff training; and organizational policies and
- 22 procedures related to the treatment of culturally diverse populations. CONTRACTOR
- 23 shall perform specific outcome studies, on-site reviews and written reports to be made
- 24 available to the COUNTY upon request.
- 25
- 26
- 27
- 28

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

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

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

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

- 9           1. A qualified interpreter is defined as someone who is fluent in English and in  
10           the necessary second language, who can accurately speak, read and readily  
11           interpret the necessary second language and/or accurately sign and read sign  
12           language. A qualified interpreter must be able to translate in linguistically  
13           appropriate mental health terminology necessary to convey information such as  
14           symptoms or instructions to the client in both languages; and,  
15           2. A fluently bilingual person, who is not trained in the provision of mental health  
16           services, must complete training prior to providing services, which covers  
17           terms and concepts associated with mental health medications, and cultural  
18           beliefs and practices which may influence the client's mental health condition.  
19  
20

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](http://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  
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Riverside County Department of Mental Health Cultural Competency Program

P.O. Box 7549

Riverside, California 92513

Attention: Cultural Competency Manager

Fax: 951-955-7206

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

12  
13 G. COUNTY will provide technical assistance to CONTRACTOR in the areas of  
14 cultural competency as needed and requested by CONTRACTOR.

15 H. CONTRACTOR will be responsible for participating in cultural competency  
16 trainings as required by the COUNTY'S Cultural Competency Plan. The following is  
17 a partial list of annual cultural competency trainings and topics that may be available  
18 through the COUNTY to assist CONTRACTORS with meeting training  
19 requirements, though capacity will be limited: Cultural Formulation; Multicultural  
20 Knowledge; Cultural Sensitivity; Cultural Awareness; Social/Cultural Diversity;  
21 Mental Health Interpreter Training; Training Staff in the use of Mental Health  
22 Interpreters; Training in the Use of Interpreters in the Mental Health Setting. In  
23 order to attend the COUNTY offered trainings, CONTRACTOR must contact the  
24 Cultural Competency Manager at the contact information location in subparagraph 4  
25 of paragraph A. in Section XXI, CULTURAL COMPETENCY.  
26  
27  
28

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 30<sup>th</sup> deadline can not be met. CONTRACTOR will be responsible for requesting an extension from the COUNTY'S Cultural Competency Program Manager. All requests for extensions must be put in writing and mailed or faxed to the COUNTY'S Cultural Competency Program Manager at the contact information listed herein.

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 and/or every time the Notice of Privacy Practices information is updated and/or changed. Also, the CONTRACTOR is responsible for having the client or consumer sign,



1 acknowledging receipt of the NPP information, and CONTRACTOR must keep client or  
2 consumer signed acknowledgement on file every three (3) years upon receipt from client or  
3 consumer.

4 XXIII

5 CONFLICT OF INTEREST:

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

11 XXIV

12 PATIENTS' RIGHTS:

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

18 XXV

19 WAIVER OF PERFORMANCE:

20  
21 No waiver by COUNTY at any time of any of the provisions of this Agreement shall  
22 be deemed or construed as a waiver at any time thereafter of the same or any other  
23 provisions contained herein or of the strict and timely performance of such provisions.  
24

25 XXVI

26 DRUG-FREE WORKPLACE CERTIFICATION:

27 If State funds are utilized to fund this Agreement as specified in Schedule I or  
28 Schedule K, the following Drug-Free Workplace requirements shall apply. By signing

1 this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the  
2 laws of the State of California that the CONTRACTOR will comply with the requirements  
3 of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and  
4 will provide a drug-free workplace doing all of the following.

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

9  
10 B. Establish a Drug-Free Awareness Program as required by Government Code Section  
11 8355 (a) to inform employees about all of the following:

- 12  
13 1. The dangers of substance use in the workplace  
14 2. The CONTRACTORS policy of maintaining a drug-free workplace;  
15 3. Any available counseling, rehabilitation, and employee assistance programs;  
16 and  
17 4. Penalties that may be imposed upon employees for substance use violations.

18  
19 C. Provide as required by Government Code Section 8355 (a) that every employee who  
20 works on the proposed Agreement:

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

25 D. Failure to comply with these requirements may result in suspension of payments  
26 under the Agreement or termination of the Agreement or both and the  
27  
28

1 CONTRACTOR may be ineligible for award of future State contracts if the  
2 COUNTY determines that any of the following has occurred:

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

5  
6 XXVII

7 TERMINATION PROVISIONS:

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

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

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

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

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

10 6. Transfer to COUNTY and deliver in the manner, at the times, and to the  
11 extent, if any, as directed by COUNTY, any equipment which, if the  
12 Agreement had been completed, would have been required to be furnished to  
13 COUNTY;  
14

15 7. Take such action as may be necessary, or as COUNTY may direct, for the  
16 protection and preservation of the equipment related to this Agreement which  
17 is in the possession of CONTRACTOR and in which COUNTY has or may  
18 acquire an interest; and,  
19

20 8. COUNTY shall continue to pay CONTRACTOR at the same rate as  
21 previously allowed until the date of termination, as determined by the Notice  
22 of Termination.  
23

24 I. The CONTRACTOR shall submit a termination claim to COUNTY promptly after  
25 receipt of a Notice of Termination, or on expiration of this Agreement as specified in  
26 Section II, PERIOD OF PERFORMANCE, but in no event, later than thirty-two  
27  
28

1 (32) days from the effective date thereof, unless an extension, in writing, is granted  
2 by the COUNTY.

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

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 XXVIII

22 DISPUTE:

23  
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 instances such as material non-compliance or audit disallowances or both, the  
28

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

13 XXIX

14 SEVERABILITY:

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

22 XXX

23 VENUE:

24  
25 This Agreement shall be construed and interpreted according to the laws of the State  
26 of California. Any action at law or in equity brought by either of the parties hereto for the  
27 purpose of enforcing a right or rights provided by this Agreement shall be tried in a court of  
28

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

3  
4 XXXI

5 NOTICES:

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

10 CONTRACTOR:

11 OASIS REHABILITATION CENTER,  
12 INC.  
13 1501 HUGHES WAY, SUITE 150  
14 LONG BEACH, CA 90810

10 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

21 XXXII

22 MEETINGS:

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

CONTRACTOR NAME: OASIS BEHAVIORAL HEALTH, INC.

DEPT ID/PROGRAM: 4100207213.74700

I. PURPOSE

The purpose of this contract is to operate a supervised, flexible, and innovative program which will annually serve a minimum of 44 youth county-wide, and provide between 2 and 6 hours of mentorship services per week for up to 30 children. The typical length of service per child can be up to eight months. These mentoring services are to promote peer relationships, community involvement, and development of life skills, self-expression, self-confidence, socialization skill development, and stronger family attachments. The primary Clinician or Case Manager will coordinate the mentoring services to the child and their family to meet their specific needs and achievement of treatment goals.

II. BACKGROUND

Over the past two decades mentoring has been recognized as an effective approach in working with children and youth to build resiliency, strengths and competencies and protect against risk factors. Youth Mentoring Programs depend on a supporting relationship between the mentor and youth (mentee) with the goals of fostering resilience, practicing positive peer interaction and developing the skills and capabilities of the young person in the context of a safe and supportive environment. This Mentoring program will link youth with serious emotional/behavioral problems with an individual who will encourage, coach, advise, guide and nurture the youth to participate in pro-social, recreational or other community activities within his/her local community. The youth will be encouraged to develop relationships and a social network within his/her local community with the hope that these relationships and connections will be sustained even when the formal mentoring is completed. Mentoring

1 provides children and youth with companionship from a positive role model, support,  
2 guidance, and assistance in successful integration and participation in normalizing child and  
3 youth activities. Minors referred to this service will be those identified as needing a positive  
4 peer/role model. Additionally, these minors may be socially awkward or isolated and have a  
5 deficit in their social skills. The contractor will train and employ young adults who are past or  
6 current consumers, to mentor and support youth currently within the Mental Health system. A  
7 contract requirement will be that mentors will be culturally and linguistically reflective of the  
8 communities they serve. Integrated into this strategy will be youth voice and feedback from  
9 youth participating in services.

### 10 III. SCOPE OF WORK

11 The contractor shall operate a supervised, flexible and innovative mentorship program, which  
12 includes:

- 13 1. Annually serve a minimum of 44 youth countywide.
- 14 2. Provide between 2 and 6 hours of mentorship services per week for up to 30 children  
15 at any one time. Mentoring services include role modeling of appropriate and  
16 socially acceptable behaviors in a variety of community settings,
- 17 3. The expected length of service will be up to eight months per child.
- 18 4. The Contractor's mentoring staff will consult with the County's designated primary  
19 Clinician or Case Manager as well as the mentee and the family to develop a plan as  
20 to what activities are necessary and appropriate in order for the client to meet his/her  
21 individualized goals. The mentor(s) will advise the Clinician or Case Manager and  
22 provide any necessary information related to the child's progress.
- 23 5. The Contractor's mentoring staff will assess the types of  
24 community/social/recreational activities needed by the youth, discuss the client's  
25 interests with him/her and jointly choose activities in consultation with the primary  
26 Clinician or Case Manager.
- 27 6. The Contractor's mentoring staff shall facilitate client involvement in peer group  
28 activities, including, but not limited to, weekly community, recreational, social and/or

1 other expressive group activities where the youth will be able to develop life/social  
2 skills and friendships with peers.

- 3 7. The Contractor's mentoring staff shall provide client with emotional support and  
4 guidance.
- 5 8. The Contractor's mentoring staff shall develop mentoring goals with the family,  
6 client and the primary Clinician or Case Manager regarding goals to be achieved  
7 before services are terminated.
- 8 9. The Contractor's mentoring staff will provide services in the family's home and  
9 community. The mentor(s) must be comfortable in working in a variety of  
10 neighborhood settings including indigent areas.
- 11 10. The Contractor will provide mentoring staff as determined and at the direction of the  
12 primary Clinician or Case Manager (County designee). The Contractor will consult  
13 by phone or in person, as needed, with the primary Clinician or Case Manager or their  
14 designee as necessary to best match mentoring staff with primary Clinician or Case  
15 Manager clientele.
- 16 11. Authorization of a specified number of mentor hours will be provided to the  
17 Contractor by the County. Should the client leave the Children Services Program or  
18 the primary Clinician or Case Manager deems the mentoring to no longer be  
19 clinically indicated, the County reserves the right to immediately terminate the  
20 services to the client.
- 21 12. Contractor's mentoring staff must have knowledge of and be able to work with the  
22 clients and their families in addressing any of the ten (10) life domains which include,  
23 but are not limited to (1) housing, (2) medical care, (3) legal issues, (4) safety, (5)  
24 education/vocation, (6) financial, (7) mental health, (8) culture, (9) social and (10)  
25 recreation.
- 26 13. Contractor, as a priority, will make every effort possible to recruit, hire and train  
27 young adults 18-30 years of age who have received services from the County  
28 Department of Mental Health.

1 14. Contractor will implement the curriculum as reflected in their proposal and noted in  
2 Exhibit D to be used to train mentors. The curriculum may be reviewed further in  
3 consultation with DMH.

4 15. Contractor will administer a satisfaction survey, to the parent and client, every three  
5 months and at termination of services. The County will intermittently survey clients  
6 and families telephonically as to their satisfaction as well.

7 IV. ADDITIONAL PROGRAM REQUIREMENTS

8 1. Possession of a valid California Driver's License and a current CPR/First Aid card  
9 shall be required for each mentor.

10 2. Each mentor must have successfully completed both a pre-employment physical  
11 exam, including a drug/alcohol test, and a criminal background investigation, which  
12 involves lifescan/fingerprinting before the mentor starts providing mentor services.

13 V. TARGET POPULATION/ NUMBER TO BE SERVED

14 The majority of the referred clients will range in ages twelve to seventeen; however there  
15 may be a need for a younger population as well. Services should be age appropriate

16 VI. HOURS OF OPERATION

17 The County desires the following service hours of availability:

- 18 • Monday through Friday 6:00 am to 10:00 pm
- 19 • Saturday 9:00 am to 9:00 pm
- 20 • Sunday 9:00 am to 9:00 pm

21 VII. SITES AND FACILITIES

22 The contractor will not be required to have an office in each region. However, the contractor  
23 will need to be available to consult with DMH staff and have mentors available to clients  
24 within a reasonable time frame and travel distance. Mentors must be geographically positioned  
25 to minimize travel miles and billable travel time.

26 VIII. STAFF QUALIFICATIONS

27 Each mentor is required to have completed 15 semester or 24 quarter units in psychology,  
28 sociology, or related behavioral science coursework from an accredited college or Six months

1 of fulltime experience performing non-professional, consumer-directed services in a mental  
2 health, health care or other social services agency/organization or have been a consumer of  
3 mental health services as a minor. All must complete a mentor training program. The mentors  
4 must be culturally and linguistically reflective of the community they serve.

5 IX. STAFF TRAINING

6 An outline of a draft Mentor Training curriculum is provided in Exhibit D. The draft  
7 outline in Exhibit D is as reflected in the Contractor's proposal. This will be a basis for  
8 fine tuning and finalizing a curriculum in consultation with DMH. Estimated billable  
9 training time per mentor is 8 hours maximum for each year of employment.

10 X. WORKFLOW AND RELATED DOCUMENTATION AND REPORTING (see Exhibit E –  
11 List of Forms)

12 DMH clinical staff, county wide, will submit a “**Mentoring Referral Request**” form (see  
13 Exhibit E – List of Forms) to DMH Parent Support & Training Unit for review, approval  
14 and then submission to the Contractor.

15 Upon receipt of the Mentoring Referral Request, the Contractor will; 1. Contact the DMH  
16 referring clinical staff for Mentee contact information within 5 work days, 2. Arrange a  
17 meeting with Mentee and family, where appropriate, within ten days of request, and 3. In  
18 collaboration with the family and client develop an “Individualized Activity Plan,” within  
19 20 work days of request

20 Once a match of mentee is made, the mentor begins the process of working with the  
21 mentee to identify the mentee's goals, and consulting with the referring clinician or case  
22 manager mutually to develop the individualized plan as to what activities and interventions  
23 are necessary and appropriate to meet the identified goals.

- 24 • The mentor will document mentorship services provided as well as progress toward  
25 client goals. Each weekly session will be documented on a “**Daily Activity Log.**”
- 26 • Satisfaction surveys will be administered to clients (and families, as appropriate)  
27 quarterly and at termination. DMH will intermittently survey clients and families  
28 telephonically as to their satisfaction as well. DMH and the Contractor will work

- together to develop a Satisfaction Survey.
- Closure may be either planned or unplanned.
  - Planned terminations will be as determined by the County clinician or case manager.
  - Unplanned terminations may be the result of client/family decisions to terminate services against the clinician/case manager/mentor's advice; the result of moving from the community; or other circumstances beyond the County clinician or case manager or mentor's control.
- In any event, attempts will be made to complete appropriate termination interviews with clients regardless of whether the closure is planned or unplanned. A "Termination Summary" will be completed at the client's exit from the program.
- An individual client file should be maintained to identify and document issues, problems, goals & progress toward goals. The file should document billable hours and related activities specifically distinguishing training, consultation direct mentoring time and travel to mentor/mentee sessions.
- Also, the contractor should maintain mentor staff files and other documents that assure the mentor recruitment, hire, training and performance monitoring meets the DMH requirements as previously noted in the "Additional Requirements Section."

#### XIV. OUTCOME AND PERFORMANCE MEASURES

Contractor shall administer Outcomes and Satisfaction Survey forms for clients, family members, and DMH staff quarterly and at discontinuation of mentoring services. Results shall be compiled and reported by Contractor to DMH at least quarterly. Copies of completed forms shall be made available to DMH upon request.

#### XV. CONTRACT MONITORING

Contract monitor checklist will be completed on a quarterly basis. The "Contract Monitoring Checklist" form (see Exhibit E- List of Forms) will be used as an outline for the monitoring. Specifically, the individual Mentee and Mentor staff files will be reviewed:

EXHIBIT B - MENTAL HEALTH

LAWS, REGULATIONS AND POLICIES

Services shall be provided in accordance with policies and procedures as developed by COUNTY as well as those Federal and State laws, regulations and policies applicable to the terms of this AGREEMENT, which may include, but may not be limited to the following specific statutes or relevant sections therein:

FEDERAL

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

Title 42 of the Code of Federal Regulations

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

Drug-Free Workplace Act (DFWA) - 1990

HIPAA / HITECH Act - 2009

Labor Laws & Regulations (Labor and Workforce Development Agency)

National Voter Registration Act of 1993

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

Title VI of the Civil Rights Act of 1964

42 U.S.C. §§ 1320d and 1320d-2

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

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

45 C.F.R. § 205.50

STATE

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

Business and Professions Code

1 Laura's Law – Assembly Bill 1367  
2 The California Child Abuse and Neglect Reporting Act (CANRA) 2013  
3 Confidentiality of Medical Information Act – Civil Code §§ 56 et seq.  
4 Title 2, C.C.R. §§ 7285 et seq. (General Terms and Conditions)  
5 Senate Bill 35 (SB35), Chapter 505, Statutes of 2012  
6 9 C.C.R. Division 1, Chapter 1, Subchapter 3, Article 3.5  
7 Government Code § 12900 et seq.  
8 Family Code, § 5200 (Child Support)  
9 Government Code § 8350 et Seq. (Drug-Free Workplace Act of 1990)  
10 Government Code § 26227 (Contracting with County)  
11 Government Code § 8546.7 (Audits)  
12 Penal Code §§ 11164-11174.4 et seq. - (Child Abuse and Neglect Reporting)  
13 Welfare & Institution Code §§ 14100.2, 14705 and 14725  
14 Welfare & Institution Code §§ 18350 et seq.  
15 State Department of Health Care Services Publications  
16 9 C.C.R. Division 1, Chapters 2, 3, 4, 4.5, 9, 11, 12 (Rehabilitative and Developmental  
17 Services)  
18 Welfare and Institutions Code 5610 to 5613 (Client Service Information Reporting)  
19 Welfare and Institutions Code 17608.05 (Maintenance of Effort)  
20 Uniform Method of Determining Ability to Pay, State Dept. of Mental Health.  
21 Centers for Medicare and Medicaid Services Manual  
22 Family Code § 5200 (Child Support)  
23 22 C.C.R. Division 6 (Social Security, Licensing of Community Care Facilities) Welfare &  
24 Institutions Code §§ 15600 et seq. (Elderly and Dependent Adult Abuse Reporting)  
25 22 C.C.R. Divisions 3 and 5  
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2 C.C.R. Division 9, Chapter 1  
DMH Letter 03-04 (Health Care Facility Rates)  
DMH Letter 86-01 (Life Support Supplemental Rate)  
22 C.C.R. § 70707  
Government Code § 7550 (Reports)  
9 C.C.R. § 640 (Records)  
9. C.C.R. § 1810.226 (State Department of Mental Health Plan)  
Welfare and Institutions Code § 14132.47

COUNTY

Department of Mental Health Policies

Confidentiality Guidelines for Family / Social support Network – Policy 206  
Confidentiality / Privacy Disclosure of Individually Identifiable Information – Policy 239  
Health Privacy & Security – Board of Supervisors Policy B-23  
Harassment in the Workplace - Board of Supervisors Policy C-25  
Protected Health Information – Minimum Necessary for Use and Disclosure – Policy 298  
Workplace Violence, Threats and Security - Board of Supervisors Policy C-27  
Cultural Competency Plan – Policy 162  
Riverside County Mental Health Plan  
Riverside County Mental Health Plan Provider Manual  
Riverside County Mental Health “Psychotropic Medication Protocols for Children and Adolescents” Publication  
Riverside County Mental Health “Medication Guidelines” Publication  
County and Departmental policies, as applicable to this Agreement

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

**CONTRACTOR NAME:** OASIS BEHAVIORAL HEALTH, INC  
**PROGRAM NAME:** CENTRAL CHILDREN'S SERVICES  
**DEPARTMENT ID:** 4100207213.74740

**A. REIMBURSEMENT:**

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive monthly reimbursement based upon the reimbursement type as indicated by an "X" below, and not to exceed the maximum obligation of the COUNTY for the fiscal year as specified herein:

X The Negotiated Rate, as approved by the COUNTY, per unit as specified in the Schedule I, multiplied by the actual number of units of service provided, less revenue collected.

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

N/A Actual Cost, as invoiced by expenditure category specified in Schedule K.

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

3. The final year-end settlement shall be based upon the final year end settlement type or types as indicated by an "X" below (please mark all that apply). Allowable costs for this Agreement include administrative costs, indirect and operating income as specified in the original Agreement proposal or subsequent negotiations received, made, and/or approved by the COUNTY, and not to exceed 15%.

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

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

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 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 for the provision of services.

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

N/A The final year-end and local match settlement for EPSDT Local Match contract(s) shall be based on the COUNTY final State EPSDT settlement.

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

1 B. MAXIMUM OBLIGATION:

2 COUNTY'S maximum obligation for FY 2015/2016 shall be \$200,268 subject to  
3 availability of applicable Federal, State, local and/or COUNTY funds.

4 C. BUDGET:

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

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

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

22 E. LOCAL MATCH REQUIREMENTS:

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

26 F. REVENUES:

27 As applicable:

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

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

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

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

11 8. All other clients will be subject to an annual sliding fee schedule by  
12 CONTRACTOR for services rendered, based on the patient's/client's  
13 ability to pay, not to exceed the CONTRACTOR'S actual charges for  
14 the services provided. In accordance with the State Department of  
15 Health Care Services Revenue Manual, CONTRACTOR shall not be  
16 penalized for non-collection of revenues provided that reasonable and  
17 diligent attempts are made by the CONTRACTOR to collect these  
18 revenues. Past due patient/client accounts may not be referred to  
19 private collection agencies. No patient/client shall be denied services  
20 due to inability to pay.

21 9. If and where applicable, CONTRACTOR shall submit to COUNTY, with  
22 signed Agreement, a copy of CONTRACTOR'S customary charges  
23 (published rates).

24 10. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays)  
25 above and beyond the contracted Schedule I rate, the CONTRACTOR  
26 must notify the COUNTY within each fiscal year Agreement period of  
27 performance.

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

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G. REALLOCATION OF FUNDS:

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



1 H. RECOGNITION OF FINANCIAL SUPPORT:

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

5 I. PAYMENT:

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

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

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

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6. Failure by the CONTRACTOR to enter and approve all applicable services into the MIS for the applicable month, faxing and/or e-mailing the signed PIF, and when applicable, faxing and/or e-mailing the actual cost invoice, will delay payment to the CONTRACTOR until the required documents as outlined herein are provided.

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

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

7. In order to ensure that CONTRACTOR will receive reimbursement for services rendered under this Agreement, CONTRACTOR shall be responsible for notifying Medi-Cal if at any time CONTRACTOR discovers or is made aware that client Medicare and/or Insurance coverage has been terminated or otherwise is not in effect. CONTRACTOR shall provide COUNTY with a print screen from the Medi-Cal eligibility website indicating the Medicare and/or Insurance coverage has been removed within ten (10) days of termination request. CONTRACTOR shall include their name and the comment "Medicare/OHC Termed" on the documentation provided to the COUNTY.

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

J. COST REPORT:

1. For each fiscal year, or portion thereof, that this Agreement is in effect, CONTRACTOR shall provide to COUNTY two (2) copies, per each Program Code, an annual Cost Report with an accompanying financial

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

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

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

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

- 13 2. The Cost Report shall detail the actual cost of services provided. The  
14 Cost Report shall be provided in the format and on forms provided by the  
15 COUNTY.
- 16 3. CONTRACTOR shall follow all applicable Federal, State and local  
17 regulations and guidelines to formulate proper cost reports, including but  
18 not limited to OMB-circular A-122 and OMB-circular A-87.
- 19 4. It is mandatory that the CONTRACTOR send one representative to the  
20 COUNTY'S annual cost report training that covers the preparation of the  
21 year-end Cost Report. The COUNTY will notify CONTRACTOR of the  
22 date(s) and time(s) of the training. Annual attendance at the training is  
23 mandatory in order to ensure that the Cost Reports are completed  
24 appropriately. Failure to attend this training will result in delay of any  
25 reimbursements to the CONTRACTOR.
- 26 5. CONTRACTOR will be notified in writing by COUNTY, if the Cost  
27 Report has not been received within the specified length of time as  
28 indicated in Section I, paragraph 1 above. Future monthly  
reimbursements will be withheld if the Cost Report contains errors that  
are not corrected within ten (10) calendar days of written or verbal  
notification from the COUNTY. Failure to meet any pre-approved

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

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

20 K. BANKRUPTCY:

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

27 L. AUDITS:

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

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

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

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M. TRAINING:

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

Rev. 15/16

EXHIBIT D  
MENTOR TRAINING CURRICULUM  
MHSA CHILDREN'S MENTORING SERVICES  
COUNTY-WIDE

I. Introduction

- A. Remarks by organizational leader (purpose, importance and context of program, mentors' key roles and responsibilities)
- B. Organizational history, mission and vision
- C. Goals, agenda, logistics (including agenda for mentee orientation)
- D. Ice breaker: names, titles, something interesting that we may not know about you.

II. Overview of Mentoring

- A. Definitions and key concepts
- B. Three important expectations mentors SHOULD have about their relationship. These are:
  - i. Mentors should take responsibility for the relationship
  - ii. Mentors should get to know their mentee first before they move on to assisting in any of the academic, emotional or behavioral challenges their mentee will likely face
  - iii. Mentors will need a larger network of support to be successful
- C. Your mentoring experiences (exercise, discussion in pairs)
- D. Benefits of mentoring to mentors and mentees
- E. Why youths need mentors
- F. Success of mentoring
- G. Developmental vs. Prescriptive Mentors

III. Youth Development

- A. Youth development cycle
- B. Adolescence issues
- C. Characteristics and circumstances of the youth you serve

IV. Critical Mentoring Skills

- A. Characteristics of a good mentor
- B. Effective communication styles
- C. Dealing with difficult issues
- D. Increasing awareness of and ability to interact with other social and cultural groups



- E. Helping young people develop life skills & have knowledge of 10 Life Domains
- F. Assisting in case management
- V. Building Effective Relationships
  - A. Phases of the relationship
  - B. Building a relationship
    - i. Have your first few meetings somewhere where it will be easy to talk.
    - ii. Clarify expectations and ground rules
    - iii. Be predictable and consistent
    - iv. Be prepared for “testing”
    - v. Establish confidentiality
    - vi. Building trust
    - vii. Setting goals and boundaries
    - viii. Time, money, self disclosure boundaries
  - C. Activities to consider
  - D. Mentoring do’s and don’ts
  - E. Handling turbulence and overcoming obstacles
  - F. Closure
- VI. Program Structure and Operation.
  - A. Program operation
  - B. Staff roles
  - C. Policies & Procedures
  - D. Responsibilities for the mentor
  - E. Documentation requirements
- VII. Next Steps
  - A. Closure group exercise
  - B. Next steps
  - C. Evaluation

EXHIBIT E  
LIST OF FORMS & REPORTS  
OASIS BEHAVIORAL HEALTH, INC.  
MHSA MENTORING COUNTY-WIDE

1. REFERRAL REQUEST PACKET FOR MENTOR SERVICES
  - A. FLIER
  - B. REQUEST INSTRUCTION SHEET
  - C. RELEASE OF INFORMATION FORM
  - D. MENTOR REQUEST FORM
  - E. CLIENT INFORMATION & EMERGENCY CONTACT FORM
2. INDIVIDUALIZED ACTIVITY PLAN
3. MENTOR DAILY ACTIVITY/PROGRESS NOTE FORM
4. TELEPHONE LOG CONSULTATION FORM
5. MENTOR/MENTEE DAILY BILLING DETAIL FORM
6. MENTOR MONTHLY BILLING SUMMARY
7. MENTORING TERMINATION SUMMARY
8. MENTOR QUARTERLY CONTRACT MONITORING CHECKLIST
9. MENTOR SATISFACTION SURVEY – Clinician
10. MENTOR SATISFACTION SURVEY – Mentor
11. MENTOR SATISFACTION SURVEY – Parent
12. MENTOR SATISFACTION SURVEY – Youth
13. MENTOR OUTCOME FORMS

**Above forms may be revised as appropriate, subject to the mutual written agreement of Contractor and RCDMH.**

CONTRACT RENEWAL FOR FY 2015/2016

PAGE 1 OF 1

SCHEDULE I  
MENTAL HEALTH

CONTRACT PROVIDER NAME: OASIS BEHAVIORAL HEALTH  
 PROGRAM NAME: OASIS BEHAVIORAL HEALTH, INC.  
 DEPT ID/PROGRAM: 4100207213.74740.530280  
 REGION/POPULATION: CENTRAL CHILDREN SERVICES

FISCAL YEAR: 2015/2016  
 MONTHLY REIMBURSEMENT: NEGOTIATED RATE  
 YEAR END SETTLEMENT: NEGOTIATED RATE  
 SYSTEM RU #: 33DVNC

TYPE OF MODALITY	Outpatient Mental Health Services		Outpatient Mental Health Services		Outpatient Mental Health Services		TOTAL
RU#(s):	33DVNC		33DVNC		33DVNC		
MODE OF SERVICE:	45 (Outpatient Services)		45 (Outpatient Services)		45 (Outpatient Services)		
SERVICE FUNCTION:	20NB	20NB	20NB	20NB	20NB	20NB	
PROCEDURE CODES:	620 Training	620 Consultation	620 Mentoring	620 Travel	620 Group	0	
UNIT MEASUREMENT:	MINUTES	MINUTES	MINUTES	MINUTES	MINUTES	MINUTES	
NUMBER OF UNITS:	6,195	23,145	241,223	80,400	6,659	0	
COST PER UNIT:	\$0.56	\$0.56	\$0.56	\$0.56	\$0.56	\$0.00	
GROSS COST:	\$3,469	\$12,961	\$135,085	\$45,024	\$3,729	\$0	\$200,268
<b>LESS REVENUES COLLECTED BY CONTRACTORS:</b>							
A: PATIENT FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B: OTHER	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL CONTRACTOR REVENUES	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MAXIMUM OBLIGATION	\$3,469	\$12,961	\$135,085	\$45,024	\$3,729	\$0	\$200,268
<b>SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:</b>							
A: MEDICAL FFP	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B: FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C: REALIGNMENT FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D: STATE FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E: COUNTY FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
F: OTHER: MHA	\$3,469	\$12,961	\$135,085	\$45,024	\$3,729	\$0	\$200,268
TOTAL ( ALL FUNDING SOURCES)	\$3,469	\$12,961	\$135,085	\$45,024	\$3,729	\$0	\$200,268

FUNDING SOURCES DOCUMENT:

ADMIN SVCS ANALYST SIGNATURE: *[Signature]* Date: 5-20-15

FISCAL SERVICES SIGNATURE: *[Signature]* Date: 5-26-15

PREPARED BY: \_\_\_\_\_ Date: \_\_\_\_\_

**CERTIFICATION OF CLAIMS AND PROGRAM INTEGRITY FORM**

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

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

I, as an authorized representative of \_\_\_\_\_, **HEREBY CERTIFY** under penalty of perjury to the following: An assessment of the beneficiaries was conducted by \_\_\_\_\_ in compliance with the requirements as set forth and established in the contract with the Riverside County Department of Mental Health (RCDMH) and as stipulated by all applicable Federal, State and/or County laws for Medi-Cal and Medicare beneficiaries. The beneficiaries were eligible to receive Medi-Cal and/or Medicare services at the time the services were provided to the beneficiaries. The services included in the claim were actually provided to the beneficiaries in association with and as stipulated by the claim. Medical necessity was established by my organization for the beneficiaries as defined under Title 9, California Code of Regulations, Division 1, Chapter 11, for the service or services provided, for the time frame in which the services were provided, and by a certified and/or licensed professional as stipulated by all applicable Federal, State and County laws and regulations. A client plan was developed and maintained for the beneficiaries that met the requirements established in the contract with the RCDMH and as stipulated by all applicable Federal, State and County law. Further, no board members, employees, associates, or agents providing services are on the Office of Inspector General or Medi-Cal List of Suspended and Ineligible Providers.

\_\_\_\_\_  
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 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 in association with and as stipulated by the claim. The services included in the claim were provided to the beneficiaries for the stated timeframe 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 the requirements established in the contract with the RCDMH and as stipulated by all applicable Federal, State and/or County law. Further, no board members, employees, associates, or agents providing services are on the Office of Inspector General or Medi-Cal List of Suspended and Ineligible Providers.

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

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

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

<b>RCDMH Admin. Use Only</b> BATCH #'s: _____
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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: 10/1/2014
<input type="checkbox"/> CHANGE	Current Name:	New Name:

Submitted By:	Date:
Supervisor's Name:	Supervisor Phone #:
<input type="checkbox"/> DPSS <input type="checkbox"/> Managed Care	

**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:
Billing Address Street:		Office Fax #:	
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**

<b>CALPM</b>	Performing Provider's Name:		Contracting Provider:		
	Discipline:		Category (See Attached Sheet):		
	Categories for Coverage (See Attached Sheet):				
	Physical Address:		NPI:	Medicare PIN:	
	City:	State:	Zip:	Taxonomy Code:	
Staff License #:			License Renewal Date:		

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

<b>CALPM</b>	Performing Provider's Name:		Contracting Provider:		
	Discipline:		Category (See Attached Sheet):		
	Categories for Coverage (See Attached Sheet):				
	Physical Address:		NPI:	Medicare PIN:	
	City:	State:	Zip:	Taxonomy Code:	
Staff License #:			License Renewal Date:		

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

<b>CALPM</b>	Performing Provider's Name:		Contracting Provider:		
	Discipline:		Category (See Attached Sheet):		
	Categories for Coverage (See Attached Sheet):				
	Physical Address:		NPI:	Medicare PIN:	
	City:	State:	Zip:	Taxonomy Code:	
Staff License #:			License Renewal Date:		

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

Department of Mental Health – Management Information Services

Support Desk – (951) 358-4530

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 II)
- 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