

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 SYLMAR HEALTH AND REHABILITATION CENTER, INC., hereinafter referred to as "CONTRACTOR."

PREAMBLE

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

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

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

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

CONTRACTOR

By: Cherlyn Brintnell
Cherlyn Brintnell

Print Name

Date: 3-27-15

COUNTY

By: _____
Marion Ashley, Chairman
Board of Supervisors

Date: _____

COUNTY COUNSEL:

Gregory P. Priamos
Approved as to form

By: [Signature]
Deputy County Counsel

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EXHIBIT A
EXHIBIT B
EXHIBIT C
Schedule I

I

1
2 DESCRIPTION OF SERVICES:

3 CONTRACTOR agrees to provide services in the form as outlined and described in
4 Exhibit A, Exhibit B, Exhibit C, Schedule I, 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 B. Restrictions On Salaries
27
28

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

9 C. Union Organizing

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

26 D. Lobbying And Restrictions And Disclosures Certification
27
28

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

3 1. Certification and Disclosure Requirements

- 4 a. CONTRACTOR (or recipient) who requests or receives a contract, sub-
5 contract, grant or sub-grant, which is subject to 31 U.S.C. Section 1352,
6 and which exceeds \$100,000 at any tier, shall file a certification (in the
7 form set forth in by the COUNTY), consisting of one page, entitled
8 "Certification Regarding Lobbying" that the recipient has not made,
9 and will not make, any payment prohibited by sub-section B of this
10 provision.
11
12 b. CONTRACTOR shall file a disclosure (in the form set forth by the
13 COUNTY, entitled "Standard Form-LLL-Disclosure of Lobbying
14 Activities") if any funds other than federally appropriated funds have
15 been paid or will be paid to any person for influencing or attempting to
16 influence any officer or employee of any agency, a Member of
17 Congress, an officer or employee of Congress, or any employee of a
18 Member of Congress in connection with this federal grant.
19
20 c. CONTRACTOR shall require that the language of this certification be
21 included in the award documents for all sub-awards at all tiers
22 (including subcontracts, sub-grants, and contracts under grants, loans
23 and cooperative agreements) and that all sub-recipients shall certify and
24 disclose accordingly.
25
26
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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 may be
5 expended to pay any person influencing or attempting to influence an officer or
6 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 noncompliance.

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

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

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

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

22 C. CONTRACTOR agrees that any duly authorized representative of the Federal, the
23 State, COUNTY or local government shall have the right to audit, inspect, excerpt,
24 copy or transcribe any pertinent records and documentation relating to this
25 Agreement or previous year's Agreements.
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 the
- 20 Occupational Safety and Health Administration (OSHA) of the U.S. Department of
- 21 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
- 18 6. All applicable Federal, State and County licenses and certificates.
19

20 G. CONTRACTOR shall comply with the disclosure to COUNTY of ownership,
21 control, and relationship information as required in 42 C.F.R. Sections 455.101 and
22 455.104.
23

24 VI

25 ADMINISTRATIVE CHANGE IN STATUS:

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

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

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

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

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

9 VII

10 DELEGATION AND ASSIGNMENT:

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

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

4 VIII

5 ALTERATION:

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

11 IX

12 LICENSES:

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

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

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

27 X

1 INDEMNIFICATION:

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

16
17
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 E. 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. Vehicle Liability

26 CONTRACTOR shall maintain liability insurance for all vehicles or other mobile
27 equipment used in the performance of the obligations under this Agreement in an amount
28

1 not less than \$1,000,000 per occurrence combined single limit. If such insurance
2 contains a general aggregate limit, it shall apply separately to this Agreement or be no
3 less than two (2) times the occurrence limit. Policy shall name the COUNTY as
4 Additional Insured.

5 D. Professional Liability

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

19 E. General Insurance Provisions - All Lines

20 1. Any insurance carrier providing insurance coverage hereunder shall be admitted to
21 the State of California and have an A.M. BEST rating of not less than an A: VIII (A:
22 8) unless such requirements are waived, in writing, by the COUNTY Risk Manager.
23
24
25
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1 If the COUNTY Risk Manager waives a requirement for a particular insurer, such
2 waiver is only valid for that specific insurer and only for one policy term.

3 2. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or
4 self-insured retentions. If such deductibles or self-insured retentions exceed
5 \$500,000 per occurrence, such deductibles and/or retentions shall have the prior
6 written consent of the COUNTY Risk Manager before the commencement of
7 operations under this Agreement. Upon notification of deductibles or self insured
8 retentions which are deemed unacceptable to the COUNTY, at the election of the
9 COUNTY Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or
10 eliminate such deductibles or self-insured retentions with respect to this Agreement
11 with the COUNTY, or 2) procure a bond which guarantees payment of losses and
12 related investigations, claims administration, defense costs and expenses.

13
14
15 3. The CONTRACTOR shall cause their insurance carrier(s) to furnish the County of
16 Riverside with 1) a properly executed original Certificate(s) of Insurance and
17 certified original copies of Endorsements effecting coverage as required herein; or,
18 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide
19 original Certified copies of policies including all Endorsements and all attachments
20 thereto, showing such insurance is in full force and effect. Further, said Certificate(s)
21 and policies of insurance shall contain the covenant of the insurance carrier(s) shall
22 provide no less than thirty (30) days written notice be given to the County of
23 Riverside prior to any material modification or cancellation of such insurance. In the
24 event of a material modification or cancellation of coverage, this Agreement shall
25 terminate forthwith, unless the County of Riverside receives, prior to such effective
26
27
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1 date, another properly executed original Certificate of Insurance and original copies
2 of endorsements or certified original policies, including all endorsements and
3 attachments thereto evidencing coverage and the insurance required herein is in full
4 force and effect. Individual(s) authorized by the insurance carrier to do so on its
5 behalf shall sign the original endorsements for each policy and the Certificate of
6 Insurance. Certificates of insurance and certified original copies of Endorsements
7 effecting coverage as required herein shall be delivered to Riverside County Mental
8 Health Department, P.O. Box 7549, Riverside, CA 92513-7549, Contracts Division.
9 CONTRACTOR shall not commence operations until the County of Riverside has
10 been furnished original Certificate(s) of Insurance and certified original copies of
11 endorsements or policies of insurance, including all endorsements and any and all
12 other attachments as required in this Section.
13
14

- 15 4. It is understood and agreed by the parties hereto and the CONTRACTOR'S
16 insurance company(s), that the Certificate(s) of Insurance and policies shall so
17 covenant and shall be construed as primary insurance, and the COUNTY'S
18 insurance and/or deductibles and/or self-insured retentions or self-insured programs
19 shall not be construed as contributory.
20
21 5. CONTRACTOR shall pass down the insurance obligations contained herein to all
22 tiers of subcontractors working under this Agreement.
23
24 6. Failure by CONTRACTOR to procure and maintain the required insurance shall
25 constitute a material breach of the Agreement upon which COUNTY may
26 immediately terminate or suspend this Agreement.
27
28

1 XII

2 LIMITATION OF COUNTY LIABILITY:

3 Notwithstanding any other provision of this Agreement, the liability of COUNTY
4 shall not exceed the amount of funds appropriated in the support of this Agreement by the
5 California Legislature.
6

7 XIII

8 WARRANTY AGAINST CONTINGENT FEES:

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

20 NONDISCRIMINATION:

21 A. Employment

- 22 1. Affirmative Action shall be taken to ensure applicants and employees are
23 treated without regard to their race, religion, color, creed, gender, national
24 origin, age, sexual preference, marital status, physical, sensory, cognitive or
25 mental disabilities. Such affirmative action shall include, but not be limited to
26 the following: employment, promotion, demotion or transfer; recruitment or
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1 recruitment advertising; layoff or termination; rate of pay or other forms of
2 compensation; and selection for training, including apprenticeship. There shall
3 be posted in conspicuous places, available to employees and applicants for
4 employment, notices from DIRECTOR, or his designee, and/or the United
5 States Equal Employment Opportunity Commission setting forth the provisions
6 of this Section.
7

8 2. All solicitations or advertisements for recruitment of employment placed by or
9 on behalf of CONTRACTOR shall state that all qualified applicants will
10 receive consideration for employment without regard to race, religion, color,
11 creed, gender, national origin, age, sexual preference, marital status or
12 physical, sensory, cognitive or mental disabilities.
13

14 3. Each labor union or representative of workers with which CONTRACTOR has
15 a collective bargaining agreement or other contract or understanding must post
16 a notice advising the labor union or worker's representative of the
17 commitments under this Nondiscrimination Section and shall post copies of the
18 notice in conspicuous places available to employees and applicants for
19 employment.
20

21 4. In the event of noncompliance with this section or as otherwise provided by
22 State and Federal law, this Agreement may be terminated or suspended in
23 whole or in part and CONTRACTOR may be declared ineligible for future
24 contracts involving Federal, State or COUNTY funds.
25

26 B. Services, Benefits, and Facilities
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1 1. CONTRACTOR certifies that CONTRACTOR and any or all of its
2 Subcontractors shall not unlawfully discriminate in the provision of services
3 because of race, religion, color, creed, gender, national origin, age, sexual
4 preference, marital status, or physical, sensory, cognitive, or mental disability
5 as provided by state and federal law and in accordance with Title VI of the
6 Civil Rights Act of 1964 [42 U.S.C. 2000(d)]; Age Discrimination Act of 1975
7 (42 U.S.C. 6101); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.
8 794) (as amended); Education Amendments of 1972 (20 U.S.C. 1681);
9 Americans with Disabilities Act of 1990 (42 U.S.C. 12101); 45 C.F.R. Part 84;
10 provisions of the Fair Employment and Housing Act and regulations
11 promulgated hereunder (Government Code Section 12900 et. seq.) and 2
12 C.C.R. Section 7285.0 et. seq. Government Code Section 11135 et. seq.; and, 9
13 C.C.R. Section 10800 et. seq.

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

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

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

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18 XV

19 PERSONS WITH DISABILITIES:

20 CONTRACTOR agrees to comply with Section 504 of the Rehabilitation Act of
21 1973, as amended (29 U.S.C. 794) and all requirements as imposed by the applicable
22 Federal Department of Health and Human Services (DHHS) regulations (45 C.F.R. Part
23 84), and all guidelines and interpretations issued pursuant thereto. No qualified person
24 with a disability shall, on the basis of their disability be excluded from participation, be
25 denied the benefits of, or otherwise be subjected to discrimination under any program,
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1 service activity or employment opportunity provided by programs licensed or certified
2 under this Agreement.

3 XVI

4 REPORTS:

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

9
10 B. CONTRACTOR shall provide the COUNTY with applicable reporting documentation as
11 specified and/or required by the COUNTY, State Department of Mental Health and Federal
12 guidelines. COUNTY may provide additional instructions on reporting requirements.

13
14 C. CONTRACTOR shall comply with the State reporting requirements pursuant to 9
15 C.C.R. Section 10561. Upon the occurrence of any of the events listed hereafter, the
16 CONTRACTOR shall make a telephonic report to the State department licensing staff
17 (hereinafter "State") within one (1) working day. The telephonic report is to be
18 followed by a written report to the COUNTY within twenty-four (24) hours of the
19 incident and within seven (7) days of the event to the State. If a report to local
20 authorities exists which meets the requirements cited, a copy of such a report will suffice
21 for the written report required by the State.
22

23 1. Events reported shall include:

- 24 a. Death of any resident from any cause;
25
26 b. Any facility related injury of any resident which requires medical treatment;

- c. All cases of communicable disease reportable under Section 2502 of Title 17, California Code of Regulations shall be reported to the local health officer in addition to the State;
- d. Poisonings;
- e. Catastrophes such as flooding, tornado, earthquake or any other natural disaster; and,
- f. Fires or explosions which occur in or on the premises.

2. Information provided shall include the following:

- a. Residents' name, age, sex, and date of admission;
- b. Date, time and nature of the event;
- c. Attending physician's name, findings and treatment, if any; and,
- d. The items below shall be reported to the State within ten (10) working days following the occurrence:
 - (i) The organizational changes specified in Section 10531(a) of this subchapter;
 - (ii) Any change in the licensee's or applicant's mailing address; and,
 - (iii) Any change of the administrator of the facility. Such notification shall include the new administrator's name, address and qualifications.

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

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

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

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

24 XVII

25 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

26 CONTRACTOR is subject to all relevant requirements contained in the Health
27 Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191,
28

1 enacted August 21, 1996, Title 42 Code of Federal Regulations, Part 2, and the laws and
2 regulations promulgated subsequent thereto. The CONTRACTOR hereto agrees to
3 cooperate in accordance with the terms and intent of this Agreement for implementation of
4 relevant law(s) and/or regulation(s) promulgated under this law.

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6 XVIII

7 CONFIDENTIALITY:

8 CONTRACTOR shall maintain the confidentiality of all client identifying
9 information contained in records, including but not limited to patient/client records/charts,
10 billing records, research and client identifying reports, and the COUNTY'S client
11 management information system (ELMR) in accordance with WIC Sections 14100.2 and
12 5328 et seq, 42 C.F.R. Sections 431.300 et. seq., 42 U.S.C. Section 1320d et. seq. (the
13 Health Insurance Portability and Accountability Act) as well as the corresponding
14 regulations (including but not limited to 45 C.F.R. Parts 142, 160, 162, 164) and all other
15 applicable COUNTY, State and Federal laws, regulations, ordinances and directives
16 relating to confidentiality and security of client records and information.
17
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19 A. The CONTRACTOR shall protect from unauthorized disclosure, confidential client
20 identifying information obtained or generated in the course of providing services
21 pursuant to this Agreement except for non-identifying statistical information. The
22 CONTRACTOR shall not use identifying information for any purpose other than
23 carrying out the CONTRACTOR'S obligations under this Agreement.
24

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

4 C. If CONTRACTOR receives any requests by subpoena, from attorneys, insurers or
5 beneficiaries for copies of bills, or other documents, CONTRACTOR will provide the
6 COUNTY with a copy of any document released as a result of such request, and will
7 provide the name, address and telephone number of the requesting party.
8

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

16 E. Notification of Electronic Breach or Improper Disclosure
17

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

4 Attention: Mental Health Compliance Officer
5
6 Riverside County Department of Mental Health
7
8 P.O. Box 7549
9
10 Riverside, CA 92513

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

15 F. Safeguards

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

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

10 1. Passwords must not be:

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

14 b. A dictionary word; and

15 c. Stored in clear text.

16 2. Passwords must be:

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

18 b. Changed every 90 days;

19 c. Changed immediately if revealed or compromised; and,

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

22 (i) Upper Case letter (A-Z);

23 (ii) Lower case letters (a-z);

24 (iii) Arabic numerals (0 through 9); and
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1 (iv) Non-alphanumeric characters (punctuation symbols).

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

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

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

21 1. Mitigation of Harmful Effects

22 The CONTRACTOR shall mitigate, to the extent practicable, any harmful effect
23 that is known to CONTRACTOR of a use or disclosure of PHI by
24 CONTRACTOR or its subcontractors in violation of the requirements of these
25 Provisions.
26

27 2. Employee Training and Discipline
28

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

8 3. Disclaimer

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

18 4. Interpretation

19 The terms and conditions in these Provisions shall be interpreted as broadly as
20 necessary to implement and comply with HIPAA, the HIPAA regulations and
21 applicable State laws. The parties agree that any ambiguity in the terms and
22 conditions of these Provisions shall be resolved in favor of a meaning that
23 complies and is consistent with HIPAA and the HIPAA regulations.
24

25 CONTRACTOR shall require all its officers, employees, associates, and agents
26 providing services hereunder to acknowledge, in writing, understanding of and
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1 agreement to comply with all confidentiality provisions as set forth in this
2 Agreement.

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

11 RECORDS/INFORMATION AND RECORD RETENTION:

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

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

11 B. Financial Records

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

22 C. Financial Record Retention

23
24 Appropriate financial records shall be maintained and retained by CONTRACTOR
25 for at least five (5) years or, in the event of an audit exception and appeal, until the
26 audit finding is resolved, whichever is later.
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1 D. Patient/Client Record Retention

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

8 E. Shared Records/Information

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

15 F. Client Records

16 COUNTY is the owner of all patient care/client records. In the event that the
17 Agreement is terminated, the CONTRACTOR is required to prepare and box the
18 client medical records so that they can be archived by the COUNTY, according to
19 the procedures developed by the COUNTY. The COUNTY is responsible for taking
20 possession of the records and storing them according to regulatory requirements. The
21 COUNTY is required to provide the CONTRACTOR with a copy of any medical
22 record that is requested by the CONTRACTOR, as required by regulations, at no
23 cost to the CONTRACTOR, and in a timely manner.
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26 G. Records Inspection
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1 All records shall be available for inspection by all applicable and designated Federal,
2 State, and COUNTY auditors during normal business hours. Records shall include,
3 but are not limited to, all physical and electronic records originated or prepared
4 pursuant to the performance under this Agreement; including, but not limited to,
5 working papers, reports, financial records or books of account, medical records,
6 prescription files, subcontracts, any and other documentation pertaining to medical
7 and non-medical services for clients. Upon request, at any time during the period of
8 this Agreement, the CONTRACTOR will furnish any such records or copies thereof,
9 to the applicable Federal, State and COUNTY auditors. CONTRACTOR shall be
10 subject to the examination and audit of the Office of the Inspector General for a
11 period of no less than five (5) years pertaining to individuals over the age of eighteen
12 (18) years of age related documentation; and no more than ten (10) years pertaining
13 to minor related documentation after final payment under Agreement.
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17 STAFFING:

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

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

7
8 1. A list of persons by name, title, and professional degree, including, but not limited
9 to, licensing, experience, credentials, Cardiopulmonary Resuscitation (CPR)
10 Training, First Aid training, languages spoken, Race/Ethnicity with an option to
11 select "Prefer Not to Say" and/or certification and experience of persons providing
12 services hereunder, and any other information deemed necessary by the
13 DIRECTOR or designee. All certifications should comply with applicable
14 California Health and Safety Code of Regulations.

15
16 2. Previously established and/or updated Personnel policies and procedures;

17
18 3. Updated personnel file for each staff member (including subcontractors, as
19 approved by COUNTY and volunteers) that includes at minimum the following:

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

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

23 c. Annual Job performance evaluation; and

24 d. Personnel action document for each change in status of the employee.

25
26 B. During the term of this Agreement, CONTRACTOR with fifteen (15) or more
27 employees will designate a Disability Access Coordinator. The Access Coordinator is
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1 responsible for the development and implementation of the program's ADA/ 504 Self-
2 Evaluation Plan and Annual Updates.

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

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

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

4 G. CONTRACTOR is responsible for notifying the COUNTY of all changes to indirect
5 and direct personnel service providers that will have an impact on its Electronic
6 Management of Records (ELMR) system. These changes include, but are not
7 limited to, adding new personnel, modifying existing personnel, or terminating
8 personnel. CONTRACTOR is responsible for completing the Computer Account
9 Request Form (CARF) included with this agreement, when such changes occur and
10 will have an impact on ELMR data entry or system access, and shall submit, via
11 email, the completed CARF form to its designated COUNTY Program Analyst for
12 review and approval. The COUNTY designated Program Analyst will then review
13 CARF for accuracy and will then submit CARF to the COUNTY'S Information
14 Technology (I.T.) staff for processing. The COUNTY'S designated Program Analyst
15 will communicate with the CONTRACTOR, via email, with confirmation of
16 submission for processing, and a COUNTY I.T. or ELMR personnel will contact the
17 CONTRACTOR direct, via telephone, to confirm receipt of the CARF and provide
18 confirmation that computer access has been granted or changed as requested by the
19 CONTRACTOR.
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24 H. CONTRACTOR shall be responsible for checking, on a quarterly basis, the Office of
25 the Inspector General (OIG) website (<http://www.oig.hhs.gov>) to validate that none
26 of CONTRACTOR'S officers, board members, employees, associates, and agents
27 providing services are on the OIG or Medi-Cal list of excluded individuals to
28

1 provide direct services to COUNTY clients. CONTRACTOR shall notify, in writing
2 within thirty (30) calendar days, if and when any CONTRACTOR'S personnel are
3 found listed on this site and what action has been taken to remedy the matter.

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

24 CULTURAL COMPETENCY

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

13
14 B. CONTRACTOR shall demonstrate program access; linguistically appropriate and
15 timely mental health service delivery; staff training; and organizational policies and
16 procedures related to the treatment of culturally diverse populations. CONTRACTOR
17 shall perform specific outcome studies, on-site reviews and written reports to be made
18 available to the COUNTY upon request.
19

20 C. CONTRACTOR shall provide services that are non-discriminatory and that meet the
21 individual needs of the multi-cultural beneficiaries to be served. CONTRACTOR
22 shall ensure that high quality accessible mental health care includes:
23

- 24 1. Clinical care and therapeutic interventions which are linguistically and culturally
25 appropriate; including, at a minimum, admission, discharge, and medication
26 consent forms available in Spanish;
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- 1 2. Have a comprehensive management strategy to address culturally and
- 2 linguistically appropriate services, including strategic goals, plans, policies,
- 3 procedures and designated staff responsible for implementation;
- 4 3. Medically appropriate interventions, which acknowledge specific cultural
- 5 influences;
- 6 4. Provision and utilization of qualified interpreters within twenty-four (24) hours of
- 7 identified need;
- 8 5. Screening and certification of interpreters as specified in subparagraph 3 a below;
- 9 6. Training to mental health providers in building the cultural knowledge and skill
- 10 required to provide culturally appropriate treatment of client population served;
- 11 7. Develop and implement a strategy to recruit, retain and promote qualified, diverse
- 12 and culturally competent administrative, clinical and support staff that are trained
- 13 and qualified;
- 14 8. Client related information translated into the various languages of the diverse
- 15 populations served; and,
- 16 9. Provide oral and written notices, including translated signage at key points of
- 17 contact, to clients in their primary language informing them of their right to
- 18 receive no-cost interpreter services.
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23 D. CONTRACTOR shall make available bilingual professional staff or qualified
24 interpreter to ensure adequate communication between clients and mental health staff.
25 Any individual with limited English language capability or other communicative
26 barriers shall have equal access to mental health services.
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1 1. A qualified interpreter is defined as someone who is fluent in English and in
2 the necessary second language, who can accurately speak, read and readily
3 interpret the necessary second language and/or accurately sign and read sign
4 language. A qualified interpreter must be able to translate in linguistically
5 appropriate mental health terminology necessary to convey information such as
6 symptoms or instructions to the client in both languages; and,

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

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

19 Riverside County Department of Mental Health Cultural Competency Program

20 P.O. Box 7549

21 Riverside, California 92513

22 Attention: Cultural Competency Manager

23 Fax: 951-358-4792

25 F. CONTRACTOR agrees to meet with COUNTY'S Cultural Competency Program
26 Manager, as needed by the CONTRACTOR and as coordinated by the COUNTY, to
27 determine and implement cultural competency activities that shall include, but is not
28

limited to, compliance with the cultural competency requirements outlined in Section XXI of this Agreement.

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

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

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

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

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

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

11 XXII

12 INFORMING MATERIALS:

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

23 XXIII

24 CONFLICT OF INTEREST:

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

3 XXIV

4 PATIENTS' RIGHTS:

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

10 XXV

11 WAIVER OF PERFORMANCE:

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

16 XXVI

17 DRUG-FREE WORKPLACE CERTIFICATION:

18 If State funds are utilized to fund this Agreement as specified in Schedule I or
19 Schedule K, the following Drug-Free Workplace requirements shall apply. By signing
20 this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the
21 laws of the State of California that the CONTRACTOR will comply with the requirements
22 of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and
23 will provide a drug-free workplace doing all of the following.
24

- 25
26 A. Publish a statement notifying employees that unlawful manufacture, distribution,
27 dispensation, possession, or use of controlled substances is prohibited and specifying
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1 actions to be taken against employees for violations, as required by Government
2 Code Section 8355 (a).

3 B. Establish a Drug-Free Awareness Program as required by Government Code Section
4 8355 (a) to inform employees about all of the following:

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

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

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

15 D. Failure to comply with these requirements may result in suspension of payments
16 under the Agreement or termination of the Agreement or both and the
17 CONTRACTOR may be ineligible for award of future State contracts if the
18 COUNTY determines that any of the following has occurred:

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

21 XXVII

22 TERMINATION PROVISIONS:

23 A. Either party may terminate this Agreement without cause, upon thirty (30) days
24 written notice served upon the other party.

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

3 C. The COUNTY may terminate this Agreement upon thirty (30) days written notice
4 served upon the CONTRACTOR if sufficient funds are not available for
5 continuation of services.

6
7 D. The COUNTY reserves the right to terminate the Agreement without warning at the
8 discretion of the Director or designee, when CONTRACTOR has been accused
9 and/or found to be in violation of any County, State, or Federal laws and regulations.

10 E. The COUNTY may terminate this Agreement immediately due to a change in
11 status, delegation, assignment or alteration of the Agreement not consented to by
12 COUNTY.

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14 F. The COUNTY may terminate this Agreement immediately if, in the opinion of the
15 Director of Mental Health, CONTRACTOR fails to provide for the health and safety
16 of patients served under this Agreement. In the event of such termination, the
17 COUNTY may proceed with the work in any manner deemed proper to the
18 COUNTY.

19
20 G. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY
21 may take one or more of the following actions as appropriate:

- 22 1. Temporarily withhold payments pending correction of the deficiency;
23
24 2. Disallow (that is deny funds) for all or part of the cost or activity not in
25 compliance; or,
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1 3. Wholly or partially suspend or terminate the Agreement, and if necessary,
2 request repayment to COUNTY if any disallowance is rendered after audit
3 findings.

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

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

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

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

12 8. COUNTY shall continue to pay CONTRACTOR at the same rate as
13 previously allowed until the date of termination, as determined by the Notice
14 of Termination.

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

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

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

14 XXVIII

15 DISPUTE:

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

5 XXIX

6 SEVERABILITY:

7
8 If any provision of this Agreement or application thereof to any person or
9 circumstances shall be declared invalid by a court of competent jurisdiction, or is in
10 contravention of any Federal, State, or County statute, ordinance, or regulation, the
11 remaining provisions of this Agreement or the application thereof shall not be invalidated
12 thereby and shall remain in full force and effect, and to that extent the provisions of this
13 Agreement are declared severable.

14 XXX

15 VENUE:

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

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XXXI

NOTICES:

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

CONTRACTOR:

SYLMAR HEALTH AND
REHABILITATION CENTER, INC.
12220 FOOTHILL BLVD.,
SYLMAR, CA 91342
ATTENTION: CHERLYN BRINTNELL,
ADMINISTRATOR

COUNTY:

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

INFORMATIONAL COPY TO:

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

XXXII

MEETINGS:

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

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

COMPUTER ACCOUNT REQUEST FORM – MENTAL HEALTH CONTRACTORS

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

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

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

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

Section 1 – CONTRACTING PROVIDER

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

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

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

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

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

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

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

**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

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EXHIBIT A

CONTRACTOR NAME: SYLMAR HEALTH AND REHABILITATION CENTER
DEPT ID/PROGRAM: 4100206177/83550/530280

DESCRIPTION OF SERVICES

I. SERVICES TO BE PROVIDED:

CONTRACTOR shall provide services in accordance with Welfare and Institutions Code Section 5900 et. seq., herein identified as:

Skilled Nursing Facility (SNF) services as defined in Title XXII of the California Code of Regulations (C.C.R.), Section 72301 et. seq. These services are identified on the Schedule I as Mode/Service Function Code 5/30.

II. STATUS OF CONTRACTOR:

CONTRACTOR will maintain status of a licensed and certified SNF. The SNF bed capacity shall be such as to accommodate all patients served under this Agreement.

III. STAFFING:

CONTRACTOR certifies that all personnel are trained, qualified, and hold appropriate licensure and certifications. The number and classification of personnel shall reflect the understanding reached during the negotiations of this Agreement and reasonable workload standards.

V. ADMISSION POLICY:

A. CONTRACTOR shall accept any adult clients referred to the FACILITY who meets target population criteria. Under this contract, clients will be admitted only by the Department of Mental Health, referral and placement services. Clients may come from State Hospitals, County/Private Facilities, Board and

1 Care Facilities, and other facilities/sources, as deemed appropriate by the SNF
2 Case Managers. All clients referred to FACILITY by COUNTY shall meet the
3 requirements established in 22 CCR for SNF programs, and applicable Federal
4 Laws/Regulations.
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6 B. CONTRACTOR shall admit clients who are in need of 24-hour skilled
7 psychiatric nursing services, and clients who, without prompt and adequate
8 treatment, are considered to be at risk of displaying behavioral symptoms, such
9 as: combativeness, elopement, suicidal tendencies, excessively verbally
10 abusive, disorientation, disinterest in the immediate environment, or mood
11 swings, which preclude admission to a lower level of care. The frequency,
12 scope, and severity of such behaviors are the determining factors of admission,
13 which are negotiated between COUNTY and CONTRACTOR for each client
14 admission. COUNTY may grant individual exceptions to these admissions
15 criterion.
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18 C. It is agreed upon by COUNTY and CONTRACTOR that individuals whose
19 mental illness is deemed by the COUNTY to be appropriate for acute care, as
20 well as individuals suffering exclusively from developmental disability, mental
21 retardation, or physical illnesses (without a psychiatric component), shall not
22 be considered for admission.
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24 D. CONTRACTOR shall promptly submit to COUNTY a written report of any
25 unusual occurrence, in connection with the performance of this Agreement.
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VI. COORDINATION WITH COUNTY STAFF:

CONTRACTOR agrees to coordinate with assigned COUNTY staff relative to:

- A. The execution of legal processes required, relative to each patient's legal status;
- B. Exchange of clinical and patient legal status information;
- C. COUNTY case management and conservatorship responsibilities;
- D. Assist with and/or follow-up application process of client SSI/SSP;
- E. Treatment and discharge planning.

VII. ACCESS TO OFF-SITE SERVICES:

CONTRACTOR agrees that basic services will also include reasonable access to required medical treatment, up-to-date psychopharmacology, and transportation to necessary off-site services.

VIII. IMPLEMENTATION OF AGREEMENT:

CONTRACTOR and COUNTY staff shall meet at least quarterly to review and discuss the performance and obligations covered by this Agreement.

IX. CONTRACT MONITORING:

The Department of Mental Health will utilize the "Contract Monitoring Team Manual" (CMT) as a tool to monitor the services provided by this CONTRACTOR, as stipulated in the Agreement. The monitoring will include all clinical, fiscal, and administrative components.

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 statues 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

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

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

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

4 22 C.C.R. § 70707

5 Government Code § 7550 (Reports)

6 9 C.C.R. § 640 (Records)

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

8 Welfare and Institutions Code § 14132.47

9
10
11 COUNTY

12 Department of Mental Health Policies

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

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

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

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

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

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

19 Cultural Competency Plan – Policy 162

20 Riverside County Mental Health Plan

21 Riverside County Mental Health Plan Provider Manual

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

24 Riverside County Mental Health “Medication Guidelines” Publication

25
26
27 County and Departmental policies, as applicable to this Agreement

28

EXHIBIT C
REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: SYLMAR HEALTH & REHABILITATION
PROGRAM NAME: CRISIS HOSPITAL
DEPARTMENT ID: 4100206177/83550/530280

A. REIMBURSEMENT:

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive monthly reimbursement based upon the reimbursement type as indicated by an "X" below, and not to exceed the maximum obligation of the COUNTY for the fiscal year as specified herein:
 X The Negotiated Rate, as approved by the COUNTY, per unit as specified in the Schedule I, multiplied by the actual number of units of service provided, less revenue collected.
 One-twelfth (1/12th), on a monthly basis of the overall maximum obligation of the COUNTY as specified herein.
 Actual Cost, as invoiced by expenditure category specified in Schedule K.
2. CONTRACTOR 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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_____ 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 Negotiated Rate services (only) shall be based upon the Negotiated Rate, as approved by the COUNTY, multiplied by the actual number of units of service provided and approved by the COUNTY, less revenue collected for the provision of services.

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

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

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

B. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for FY 2015/2016 shall be \$1,603,262 subject to availability of applicable Federal, State, local and/or COUNTY funds.

C. BUDGET:

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

D. LOCAL MATCH REQUIREMENTS:

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

4 E. REVENUES:

5 As applicable:

- 6 1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the
7 Welfare & Institutions Code, and as further contained in the State
8 Department of Health Care Services Revenue Manual, Section 1,
9 CONTRACTOR shall collect revenues for the provision of the services
10 described pursuant to Exhibit A. Such revenues may include but are
11 not limited to, fees for services, private contributions, grants or other
12 funds. All revenues received by CONTRACTOR shall be reported in
13 their annual Cost Report, and shall be used to offset gross cost.
- 14 2. CONTRACTOR shall be responsible for checking and confirming Medi-
15 Cal eligibility for its patient(s)/client(s) prior to the patient(s)/client(s)
16 receiving services(s) and prior to providing and billing for services in
17 order to ensure proper billing of Medi-Cal.
- 18 3. Patient/client eligibility for reimbursement from Medi-Cal, Private
19 Insurance, Medicare, or other third party benefits shall be determined
20 by the CONTRACTOR at all times for billing or service purposes.
21 CONTRACTOR shall pursue payment from all potential sources in
22 sequential order, with Medi-Cal as payor of last resort.
- 23 4. CONTRACTOR shall notify COUNTY of patient/client private insurance,
24 Medicare, or other third party benefits.
- 25 5. CONTRACTOR is to attempt to collect first from Medicare (if site is
26 Medicare certified and if CONTRACTOR staff is enrolled in Medicare
27 program), then insurance and then first party. In addition,
28 CONTRACTOR is responsible for adhering to and complying with all
applicable Federal, State and local Medi-Cal and Medicare laws and
regulations as it relates to providing services to Medi-Cal and Medicare
beneficiaries.

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6. If a client has both Medicare or Insurance and Medi-Cal coverage, a copy of the Medicare or Insurance Explanation of Benefits (EOB) must be provided to the COUNTY within thirty (30) days of receipt of the EOB date.
 7. CONTRACTOR is obligated to collect from the client any Medicare co-insurance and/or deductible if the site is Medicare certified or if provider site is in the process of becoming Medicare certified or if the provider is enrolled in Medicare. CONTRACTOR is required to clear any Medi-Cal Share of Cost amount (s) with the State. CONTRACTOR is obligated to attempt to collect the cleared Share of Cost amount (s) from the client. CONTRACTOR must notify the COUNTY in writing of cleared Medi-Cal Share of Cost (s) within seventy two (72) hours (excluding holidays) of the CONTRACTOR'S received notification from the State. CONTRACTOR shall be responsible for faxing the cleared Medi-Cal Share of Cost documentation to fax number (951) 955-7361 OR to your organization's appropriate COUNTY Region or Program contact. Patients/clients with share of cost Medi-Cal shall be charged their monthly Medi-Cal share of cost in lieu of their annual liability. Medicare clients will be responsible for any co-insurance and/or deductible for services rendered at Medicare certified sites.
 8. All other clients will be subject to an annual sliding fee schedule by CONTRACTOR for services rendered, based on the patient's/client's ability to pay, not to exceed the CONTRACTOR'S actual charges for the services provided. In accordance with the State Department of Health Care Services Revenue Manual, CONTRACTOR shall not be penalized for non-collection of revenues provided that reasonable and diligent attempts are made by the CONTRACTOR to collect these revenues. Past due patient/client accounts may not be referred to private collection agencies. No patient/client shall be denied services due to inability to pay.

- 1 9. If and where applicable, CONTRACTOR shall submit to COUNTY, with
2 signed Agreement, a copy of CONTRACTOR'S customary charges
3 (published rates).
- 4 10. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays)
5 above and beyond the contracted Schedule I rate, the CONTRACTOR
6 must notify the COUNTY within each fiscal year Agreement period of
7 performance.
- 8 11. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client
9 fees. Notification must be made within ten (10) days following any fee
10 increase.

11 F. REALLOCATION OF FUNDS:

- 12 1. No funds allocated for any mode and service function as designated in
13 Schedule I may be reallocated to another mode and service function
14 unless prior written consent and approval is received from COUNTY
15 Program Administrator/Manager and confirmed by the Fiscal Supervisor
16 prior to either the end of the Agreement Period of Performance or the
17 end of the fiscal year (June 30th). Approval shall not exceed the
18 maximum obligation.
- 19 2. In addition, CONTRACTOR may not, under any circumstances and
20 without prior written consent and approval being received from
21 COUNTY Program Administrator/Manager and confirmed by the Fiscal
22 Supervisor, reallocate funds between mode and service functions as
23 designated in the Schedule I that are defined as non-billable by the
24 COUNTY, State or Federal governments from or to mode and service
25 functions that are defined as billable by the COUNTY, State or Federal
26 governments.
- 27 3. If this Agreement includes more than one Exhibit C and/or more than
28 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

1 Fiscal Supervisor prior to the end of either the Agreement Period of
2 Performance or fiscal year.

- 3 4. No funds allocated for any expenditure category as designated in
4 Schedule K may be reallocated to another expenditure category unless
5 prior written consent and approval is received from COUNTY Program
6 Administrator/Manager and confirmed by the Fiscal Supervisor prior to
7 either the end of the Agreement Period of Performance or the end of
8 the fiscal year (June 30th). Approval shall not exceed the maximum
9 obligation.

10 G. RECOGNITION OF FINANCIAL SUPPORT:

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

14 H. PAYMENT:

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

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

6 4. Notwithstanding the provisions of Paragraph H-1 and H-2 above,
7 CONTRACTOR shall be paid in arrears based upon either the actual
8 units of service provided and entered into the COUNTY'S specified
9 Electronic Management Information System (MIS), or on a one-twelfth
10 (1/12th) monthly basis, or based upon the actual cost invoice by
11 expenditure category, as specified in Paragraph A-1 above.

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

16 b. CONTRACTOR is required to enter all units of service into the
17 COUNTY'S MIS no later than 5:00 p.m. on the fifth (5th) calendar
18 day following the date of service. Late entry of services into the
19 COUNTY'S MIS may result in financial and/or service denials
20 and/or disallowances to the CONTRACTOR.

21 c. CONTRACTOR must also submit to the COUNTY a signed
22 Program Integrity Form (PIF) attached as Exhibit C,
23 Attachment A signed by the Director or authorized designee of
24 the CONTRACTOR organization. This form must be faxed and/or
25 emailed (PDF format only) to the COUNTY at (951) 358-4792,
26 and/or emailed to ELMR_PIF@rcmhd.org. The CONTRACTOR
27 PIF form must be received by the COUNTY via fax and/or email
28 for the prior month no later than 5:00 p.m. on the fifth (5th)
calendar day of the current month.

d. Services entered into the MIS more than 60 calendar days after
the date of service without prior approval by the COUNTY may

1 result in financial and/or service denials and/or disallowances to
2 the CONTRACTOR.

3 e. In addition to entering all service related data into the COUNTY'S
4 MIS and the submission of a signed Program Integrity Form (PIF),
5 contracts reimbursed based on a Schedule K as specified in
6 Paragraph A-1 above are required to submit a monthly invoice for
7 the actual cost of services provided, per expenditure category, as
8 identified on Schedule K.

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

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

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

21 7. In order to insure that CONTRACTOR will receive reimbursement for
22 services rendered under this agreement, CONTRACTOR shall be
23 responsible for notifying Medi-Cal if at any time CONTRACTOR
24 discovers or is made aware that client Medicare and/or Insurance
25 coverage has been terminated or otherwise is not in effect.

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

1 I. COST REPORT:

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

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

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

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

17 2. The Cost Report shall detail the actual cost of services provided. The
18 Cost Report shall be provided in the format and on forms provided by the
19 COUNTY.

20 3. CONTRACTOR shall follow all applicable Federal, State and local
21 regulations and guidelines to formulate proper cost reports, including but
22 not limited to OMB-circular A-122 and OMB-circular A-87.

23 4. It is mandatory that the CONTRACTOR send one representative to the
24 COUNTY'S annual cost report training that covers the preparation of the
25 year-end Cost Report. The COUNTY will notify CONTRACTOR of the
26 date(s) and time(s) of the training. Annual attendance at the training is
27 mandatory in order to ensure that the Cost Reports are completed
28 appropriately. Failure to attend this training will result in delay of any
reimbursements to the CONTRACTOR.

5. CONTRACTOR will be notified in writing by COUNTY, if the Cost
Report has not been received within the specified length of time as

1 indicated in Section H, paragraph 1 above. Future monthly
2 reimbursements will be withheld if the Cost Report contains errors that
3 are not corrected within ten (10) calendar days of written or verbal
4 notification from the COUNTY. Failure to meet any pre-approved
5 deadlines and extensions will immediately result in the withholding of
6 future monthly reimbursements.

6 6. The Cost Report shall serve as the basis for year-end settlement to
7 CONTRACTOR including a reconciliation and adjustment of all
8 payments made to CONTRACTOR and all revenue received by
9 CONTRACTOR. Any payments made in excess of Cost Report
10 settlement shall be repaid upon demand, or will be deducted from the
11 next payment to CONTRACTOR.

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

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

22 J. BANKRUPTCY:

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

1 K. AUDITS:

- 2 1. CONTRACTOR agrees that any duly authorized representative of the
3 Federal Government, the State or COUNTY shall have the right to
4 audit, inspect, excerpt, copy or transcribe any pertinent records and
5 documentation relating to this Agreement or previous Agreements in
6 previous years.
- 7 2. If this Agreement is terminated in accordance with Section XXVII,
8 TERMINATION PROVISIONS, the COUNTY, Federal and/or State
9 governments may conduct a final audit of the CONTRACTOR. Final
10 reimbursement to CONTRACTOR by COUNTY shall not be made until
11 all audit results are known and all accounts are reconciled. Revenue
12 collected by CONTRACTOR during this period for services provided
13 under the terms of this Agreement will be regarded as revenue
14 received and deducted as such from the final reimbursement claim.
- 15 3. Any audit exception resulting from an audit conducted by any duly
16 authorized representative of the Federal Government, the State or
17 COUNTY shall be the sole responsibility of the CONTRACTOR. Any
18 audit disallowance adjustments shall be paid in full upon demand or
19 withheld at the discretion of the Director of Mental Health against
20 amounts due under this Agreement or Agreement(s) in subsequent
21 years.
- 22 4. The COUNTY will conduct Program Monitoring Review and/or Contract
23 Monitoring Team Review (CMT). Upon completion of monitoring,
24 CONTRACTOR will be mailed a report summarizing the results of the
25 site visit. If and when necessary, a corrective Action Plan will be
26 submitted by CONTRACTOR within thirty (30) calendar days of receipt
27 of the report. CONTRACTOR'S failure to respond within thirty (30)
28 calendar days will result in withholding of all payments 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

1 year's Agreements may result in Agreement payment withholding
2 and/or a disallowance to be paid in full upon demand.

3 L. TRAINING:

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

13 Rev. 15/16
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**COUNTY OF RIVERSIDE
DEPARTMENT OF MENTAL HEALTH
SCHEDULE I
FY 2015/2016**

CONTRACT PROVIDER NAME: **Sylmar Health and Rehab.Center**

REVISION DATE 3/2/2015

REGION:	CRISIS HOSPITAL
MONTHLY REIMBURSEMENT:	NEGOTIATED RATE
YEAR END SETTLEMENT:	NEGOTIATED RATE
DEPT ID/PROGRAM: 4100206177/83550/530280	SYSTEM RU NUMBER: 00710

PROCEDURE CODE	235NB	237NB	247NB	245NB	248NB	131	TOTAL	
MODE OF SERVICE:	05	IMD/MAP Patch	05	Sub-Acute 'B'	Special Needs	Specialized Care		
SERVICE FUNCTION:	35	05/35	30					
NUMBER OF UNITS:	1,362	1,348	1,332	1,103	967	1,087		
COST PER UNIT:	166.77	\$175.77	\$185.16	\$242.34	\$344.10	\$269.10		
GROSS COST:	\$227,133	\$236,938	\$246,633	\$267,301	\$332,745	\$292,512	\$1,603,262	
LESS REVENUES COLLECTED BY CONTRACTORS:								
A. PATIENT FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
B. PATIENT INSURANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
C. OTHER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL CONTRACTOR REVENUE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
MAXIMUM OBLIGATION	\$227,133	\$236,938	\$246,633	\$267,301	\$332,745	\$292,512	\$1,603,262	
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION								%
A. Medi-Cal FFP								
B. FEDERAL FUNDS								
C. REALIGNMENT 1991 FUNDS	\$224,862	\$234,569	\$244,167	\$264,628	\$329,417	\$289,587	\$1,587,229	99.00%
D. REVENUE	\$2,271	\$2,369	\$2,466	\$2,673	\$3,327	\$2,925	\$16,033	1.00%
E. COUNTY FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
F. OTHER:								0.00%
TOTAL (SOURCES OF FUNDING)	\$227,133	\$236,938	\$246,633	\$267,301	\$332,745	\$292,512	\$1,603,262	100.0%

FUNDING SOURCES DOCUMENT CLIB FY 2014/2015

STAFF ANALYST SIGNATURE:

Karla Lopez

DATE: 03/05/15

FISCAL SERVICES SIGNATURE:

Caroli Mallari

DATE:

3/9/15

CERTIFICATION OF CLAIMS AND PROGRAM INTEGRITY FORM

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

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

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

 Signature of Authorized Provider

 Printed Name of Authorized Provider

Date: _____

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

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

 Signature of Authorized Provider

 Printed Name of Authorized Provider

Date: _____

RCDMH Admin. Use Only
BATCH #'s: _____