

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



351

**SUBMITTAL DATE:**  
June 17, 2010

**FROM:** Department of Mental Health

**SUBJECT:** Approve FY 2010/2011 FSP TAY ISRC Agreements with Oasis Rehabilitation Center, Inc. and Victor Community Support Services, Inc.

**RECOMMENDED MOTION:** Move that the Board of Supervisors:

1. Approve the Agreement with Oasis Rehabilitation Center, Inc. (Oasis) for FY 2010/2011;
2. Approve the Agreement with Victor Community Support Services, Inc. (VCSS) for FY 2010/2011;
3. Authorize the Chairman of the Board to sign these Agreements;
4. Authorize the Riverside County Purchasing Agent to increase, decrease, sign ministerial amendments and annually renew these agreements with Oasis and VCSS through June 30, 2015.

**BACKGROUND:**

In November 2004, California voted for and passed the ballot measure known as Proposition 63 or the Mental Health Services Act (MHSA) that provides new funding for public mental health services. On January 10, 2006, Agenda Item 3.71, the Board of Supervisors approved the Department of Mental Health's (DOMH) MHSA Community Services and Supports (CSS) Plan, and on December 12, 2006, Agenda Item 3.26, the Board of Supervisors ratified the agreement with the State for the implementation of the MHSA CSS Plan and authorized the Auditor-Controller to make the necessary budget adjustments.  
(Continued on Page 2)

JW:SM:EM

*Jerry Wengerd*  
\_\_\_\_\_  
Jerry Wengerd, Director  
Department of Mental Health

**FINANCIAL DATA**

|                               |             |                         |           |
|-------------------------------|-------------|-------------------------|-----------|
| Current F.Y. Total Cost:      | \$2,258,000 | In Current Year Budget: | Yes       |
| Current F.Y. Net County Cost: | \$ 0        | Budget Adjustment:      | No        |
| Annual Net County Cost:       | \$ 0        | For Fiscal Year:        | 2010/2011 |

**SOURCE OF FUNDS:** 50% Medi-Cal, 50% MHSA

|   |                          |
|---|--------------------------|
| <b>Positions To Be Deleted Per A-30</b> | <input type="checkbox"/> |
| <b>Requires 4/5 Vote</b>                | <input type="checkbox"/> |

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

APPROVE  
*Debra Gourmoyer*  
BY \_\_\_\_\_  
Debra Gourmoyer

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone and Benoit  
Nays: None  
Absent: Ashley  
Date: June 29, 2010  
xc: Mental Health, Purchasing

Kecia Harper-Ihem  
Clerk of the Board  
By *Kecia Harper-Ihem*  
Deputy

**Prev. Agn. Ref.:** 3.20 of 4/29/08; 3.71 of 1/10/06 & 3.26 of 12/12/06

**District:** 1 & 4

**Agenda Number:**

**3.42**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

DATE: 6/14/10  
 BY: *Mark Seiler*  
 MARSHAL VICTOR  
 Departmental Concurrence  
 Purchasing: *Mark Seiler*  
 Mark Seiler, Assistant Director  
 Dept Recomm.:  
 Per Exec. Ofc.:  
 Consent  
 Policy  
 Consent  
 Policy

**SUBJECT:** Approve FY 2010/2011 FSP TAY ISRC Agreements with Oasis Rehabilitation Center, Inc. and Victor Community Support Services, Inc.

**BACKGROUND (Continued):**

The Transitional Aged Youth (TAY) Work Plan of the MHSA CSS Plan calls for the establishment of new full service partnership programs within the Children's System of Care known as the Integrated Service and Recovery Centers (ISRC). In addition to serving TAY consumers (ages 16-25) who are homeless or at risk of homelessness, services will be provided to frequent users of restrictive institutional treatment and/or individuals who are involved with the criminal justice system as a result of untreated or ineffectively treated mental illness including co-occurring disorders. The CSS Plan also requires 24 hour per day access; educational, vocational and employment support; access to housing; and other essential resources necessary to achieve the goals of recovery and resiliency.

On April 29, 2008, Agenda Item 3.20, the Board of Supervisors approved agreement amendments with Oasis and VCSS for FY 07/08 for TAY services in the amount of \$1,170,000, and allowed to the contracts to be extended to June 30, 2010. As a result of the contract period ending under previous Board approval, the DOMH is therefore requesting that the Board of Supervisors approve the contract renewals with Oasis and VCSS for FY 10/11 that will allow for the continuation of FSP ISRC TAY services to mental health consumers located in the County of Riverside.

**PERIOD OF PERFORMANCE:**

The contract renewals with Oasis and VCSS will be effective from July 1, 2010 through June 30, 2011. Both contracts may be renewed annually through June 30, 2015 by the Riverside County Purchasing Agent upon availability of Federal, State and/or MHSA funds.

**FINANCIAL IMPACT:**

The FY 10/11 contract amount for Oasis will be \$1,088,000 and for VCSS the contract amount will be \$1,170,000. Both contracts are Medi-Cal and MHSA funded and no additional County funds are required at this time.

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**FY 2010/2011  
AGREEMENT RENEWAL  
BETWEEN  
COUNTY OF RIVERSIDE AND  
OASIS REHABILITATION CENTER, INC.**

That certain agreement between the County of Riverside (COUNTY) and Oasis Rehabilitation Center, Inc. (CONTRACTOR) originally approved by the Purchasing Agent on March 13, 2008 for FY 2007/2008, and amended for the first time by the Board of Supervisors on April 29, 2008, Agenda Item 3.20 for three fiscal years FY 2007/2008, FY 2008/2009 and FY 2009/2010; and amended for the second time by the Purchasing Agent on November 17, 2008 for FY 2008/2009; and amended for the third time by the Purchasing Agent on November 11, 2009 for FY 2009/2010; is hereby renewed again for FY 2010/2011, effective July 1, 2010 and shall continue to June 30, 2011.

That certain agreement is modified as follows:

1. Section VI-ADMINISTRATIVE CHANGE STATUS is modified as follows:

Add lettering system to paragraphs and current paragraph now becomes paragraph "a".

Add subparagraph "b." as follows:

"b. CONTRACTOR is responsible for providing to the COUNTY, annually, at the beginning of each fiscal year and upon execution of the CONTRACTOR'S agreement, emergency and/or after hour contact information for the CONTRACTOR'S organization. CONTRACTOR emergency and/or after hour contact information shall include, but is not limited to, first and last name of emergency and/or after hour contact, telephone number, cellular phone number, and applicable address(s). CONTRACTOR shall provide this information to the COUNTY at the same time the CONTRACTOR provides the COUNTY with annual insurance renewals and/or changes to insurance coverage."

Add subparagraph "c" as follows:

"c. CONTRACTOR shall be responsible for updating this information, immediately and in writing, when changes in CONTRACTOR'S emergency and/or after hour contact information occurs during the fiscal year or prior to the end of the fiscal year. Written CONTRACTOR updates of this information shall be provided to the COUNTY in accordance with Section XXXIII-Notices of this agreement."



1 cultural competency requirements outlined in Section XXI of this agreement.”

2 Add new subparagraph “6.” to paragraph A. as follows:

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

5 Add new subparagraph “7.” to paragraph A. as follows:

6 “7. CONTRACTOR will be responsible for participating in cultural competency trainings as  
7 required by the COUNTY’S Cultural Competency Plan. The following is a partial list of annual  
8 cultural competency trainings and topics that may be available through the COUNTY to assist  
9 CONTRACTORS with meeting training requirements though capacity will be limited: Cultural  
10 Formulation; Multicultural Knowledge; Cultural Sensitivity; Cultural Awareness; Social/Cultural  
11 Diversity; Mental Health Interpreter Training; Training Staff in the use of Mental Health  
12 Interpreters; Training in the Use of Interpreters in the Mental Health Setting. In order to attend  
13 the COUNTY offered trainings, CONTRACTOR must contact the Cultural Competency Manager  
14 at the contact information location in subparagraph 1 of paragraph A. in Section XXI-  
15 CULTURAL COMPENTENCY.”

16 Add subparagraph “8.” to paragraph A. as follows:

17 “8. CONTRACTOR will be responsible for reporting back to the COUNTY annually in writing  
18 all cultural competency related trainings that staff members have taken. The following format is  
19 recommended:

20

| Name of Training Event                                  | Description of Training   | How long and how often attended | Attendance by Service Function   | No. of Attendees and Total          | Date of Training | Name of Presenter |
|---|---|---------------------------------|--|-------------------------------------|------------------|-------------------|
| <b>Example:</b><br><br>Cultural Competence Introduction | Overview of cultural competence issues in mental health treatment settings. | Four hours annually             | *Direct Services<br>*Direct Services Contractors<br>*Administration<br>*Interpreters | 15<br>20<br>4<br>2<br><br>Total: 41 | 1/21/10          | John Doe          |

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

1 Add subparagraph "9." to paragraph A. as follows:

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

7 5.4. Section XXIX-TERMINATION PROVISIONS: is modified as follows:

8 Re-letter paragraph "I" to read paragraph "J".

9 Add a new paragraph "I" as follows:

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

21 6. Rescind the previous Exhibit A in its entirety and replace it with the new, attached Exhibit A for  
22 FY 2010/2011.

23 7. Rescind the previous Exhibit C in its entirety and replace it with the new, attached Exhibit C in  
24 which the COUNTY'S Maximum Obligation to the CONTRACTOR is decreased from \$1,170,000  
25 to \$1,088,000 for FY 2010/2011.

26 8. Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I for  
27 FY 2010/2011.

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1 All other provisions of this entire Agreement shall remain unchanged and in full force and effect.

2 **IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized representatives  
3 to execute this amendment.

4 COUNTY ADDRESS:

5 County of Riverside  
6 Board of Supervisors  
7 4080 Lemon Street, 5<sup>th</sup> Floor  
8 Riverside, CA 92501

INFORMATION COPY:

County of Riverside  
Department of Mental Health  
P.O. Box 7549  
Riverside, CA 92503-7549

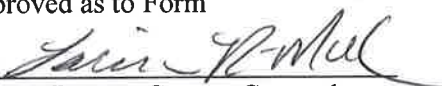
8 **CONTRACTOR:**

9  
10 Signed: 

11  
12 Date: 6-10-10

13 Title: Vice President of Operations  
14 Address: 1501 Hughes Way, Ste 150  
15 Long Beach, CA 90810

16 COUNTY COUNSEL:

17 Pamela J. Walls  
18 Approved as to Form  
19 By:   
20 Deputy County Counsel

**COUNTY OF RIVERSIDE:**



Marion Ashley, Chairman  
Board of Supervisors  
County of Riverside

Date: JUN 29 2010

**ATTEST:**

KECIA HARPER-IHEM, Clerk  
By:   
DEPUTY

21 Rev. 05/20/10

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

2                                   **DESERT REGION**

3   **EXHIBIT A**

4   **Fiscal Year 2010-2011**

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

7           **DEPT ID/PROGRAM:** 4100202208 – 74750: Desert FSP TAY Integrated Services  
8                                   Recovery Center

9           **I.       SCOPE OF WORK**

10           Oasis Rehabilitation Center, Inc., hereinafter referred to as CONTRACTOR, shall  
11           provide Full Service Partnership (FSP) services by establishing the Transition Age  
12           Youth (TAY) Integrated Service and Recovery Centers (IRSC's) for the Desert  
13           region.  
14

15           **II.       GOALS OF SERVICES**

16           The ISRC will align with the goals of the Mental Health Services Act (MHSA) by  
17           successfully engaging and supporting TAY in Full Service Partnerships (FSP's) that  
18           are intended to reduce, limit or break the cycle of homelessness, institutionalization  
19           and/or incarceration. Each client identified as a Full Service Partner must be offered a  
20           partnership with the TAY-ISRC to develop an individualized service and support  
21           plan, which is client/family driven, and operationalizes the five fundamental concepts  
22           of:  
23

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

2           The ISRC will:

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

19   **III.    TARGET POPULATION**

20           **Enrollment Criteria:**

21           The population to be served will be transition aged residents of the Desert Region of

22           Riverside County (ages 16 through 25). The Desert Region serves areas east of

23           Moreno Valley, including all cities and all small communities found between the Pass

24           area (i.e. Beaumont and Banning) and the Arizona state line. The goal is to provide

25           accessibility to as many areas in the Desert region as possible. To be served by a Full-

26           Service Partnership (FSP) provider of RCDMH, clients must:

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- Be referred by a staff member of RCDMH;
- Have a severe and persistent mental illness, as diagnosed by RCDMH staff, AND
- Have demonstrated non-adherence or unsuccessful engagement with outpatient treatment.

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

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

**Number to be served:**

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

**Exclusionary Criteria:**

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

CONTRACTOR will not serve:

1. Clients with a history or pattern of assaultive behavior that poses a risk to the community;
2. Clients who are on State/Federal parole;
3. Clients who are convicted sex offenders.

1                   **Graduation Criteria:**

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

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

13

14                  **IV. SERVICES TO BE PROVIDED**

15                  CONTRACTOR will provide all clients with the following services:

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- 17                  1. Comprehensive mental health, social, physical health, substance abuse and trauma  
18                  assessments (including intergenerational assessments), which are strength-based,  
19                  focused on client engagement and are gender-and culture-specific. The ISRC agrees  
20                  to work with the individual and his/her family, as appropriate, to provide all  
21                  necessary and desired services and supports in order to assist that person/family in  
22                  achieving the goals identified in their plan. This includes persistent outreach to  
23                  engage individuals referred by Riverside County Department of Mental Health.
  - 24                  2. Assist clients in developing self-directed care plans (e.g., Wellness Recovery Action  
25                  Plans or other similar models). Individuals will have an individualized service plan  
26                  that is person-centered, and that gives individuals and their families sufficient  
27                  that is person-centered, and that gives individuals and their families sufficient  
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1 information to allow them to make informed choices about the services in which they  
2 participate. Services will be based on client's recovery goals and desires, provided by  
3 a team that embraces the principles of recovery and resilience.  
4

- 5 3. Services include linkage to, or provision of, all needed services or supports as defined  
6 by the client and or family in consultation with the ISRC staff. This includes the  
7 capability of increasing or decreasing service intensity as needed.  
8
- 9 4. Crisis and support services including telephonic and on-site response 24 hours a day,  
10 7 days a week. These responses shall include but not be limited to: responding to  
11 landlords requesting assistance for clients in crisis; providing face-to-face crisis  
12 intervention in the field (e.g., board and care facilities, clients' homes, emergency  
13 rooms, etc.); assisting family caretakers in de-escalating conflicts, etc. Crisis  
14 responses provided 24/7 are intended to provide immediate interventions that reduce  
15 negative outcomes for individuals, including unnecessary hospitalizations,  
16 incarcerations and housing evictions.  
17
- 18 5. Integrated substance abuse and mental health services through an integrated team  
19 with a single individualized service plan, using evidence-based practices, as approved  
20 by the COUNTY. Develop or utilize specialized housing that supports dual diagnosis  
21 recovery for clients with dual disorders (i.e., sober living environments).  
22
- 23 6. Psychiatric medication and medication support services including but not limited to  
24 evaluating the need for medication, and its clinical effectiveness and side effects;  
25 medication education; prescribing and administering medication; obtaining necessary  
26 lab tests for medication; and drug testing for illicit substances. Provide education for  
27 clients, family members, and other caregivers regarding the nature of medications,  
28

1 their expected benefits and potential side effects. CONTRACTOR is responsible for  
2 any medication costs or lab testing costs for indigent clients.

- 3
- 4 7. Improve access to and client adherence with physical healthcare services, including  
5 collaboration with primary care providers to provide individualized, inter-  
6 disciplinary, coordinated medical care.
- 7
- 8 8. Facilitate clients obtaining income and medical insurance benefits for which they are  
9 eligible (SSI/SSDI, Medi-Cal, Medicare, etc.), interim assistance, and other public  
10 assistance potentially available to each client. Applications for income and insurance  
11 benefits will be initiated within seven (7) days of referral to the CONTRACTOR.  
12 CONTRACTOR will act as the representative payee for those clients who are  
13 required by Social Security to have a payee, and who have no other responsible third  
14 party to fulfill this responsibility. For clients who are required to have a representative  
15 payee, CONTRACTOR will provide support and treatment to assist the client in  
16 acquiring the necessary skills to take control of their money as part of the FSP  
17 treatment plan.
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- 19
- 20 9. Conduct education and training that teaches successful community living skills (e.g.  
21 medication and healthcare management, anger management, relationship skills, etc.)  
22 that will contribute to improve service outcomes.
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- 24 10. Improve access to transportation, including providing transportation, as needed to  
25 achieve the clients' goals. Increase access to and utilization of public transportation,  
26 and assist clients with the acquisition of driver's licenses.
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- 1 11. Assist clients in obtaining, and maintaining self-sufficient, safe, and affordable  
2 housing stability, across a range of housing choices.  
3
- 4 12. Coordinate services with other County mental health programs such as peer centers,  
5 homeless outreach staff, mental health courts, and inpatient programs. Coordinate  
6 services with other local agencies such as Probation, DPSS, law enforcement, etc.  
7
- 8 13. Integrate services with ethnic-specific and gender-specific community-based  
9 organizations. Maximize client participation with community providers and  
10 organizations. Collaboration with community agencies, such as veterans' services,  
11 faith-based organizations, ethnic and cultural support groups, and education systems  
12 to assist clients to participate in a range of recovery and wellness activities in the  
13 community.  
14
- 15 14. Provide self-help and peer support services that increase client empowerment,  
16 increase self-responsibility, increase rates of employment, and other improved  
17 outcomes.  
18
- 19 15. Provide vocational services with a commitment to competitive employment as an  
20 attainable goal. Vocational services include:  
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- 22 a. Vocational assessment of clients' abilities, skills, aptitudes, interests, and  
23 behaviors. Medical, psychological, socio-cultural factors, housing, economic and  
24 ADA issues will be incorporated into the vocational assessment.
- 25 b. Providing guidance in completing an employment application, assisting with  
26 effectively interviewing for employment, training to enhance work-related social  
27 and communication skills, and job seeking skills.  
28

- c. Job development that identifies specific job openings appropriate for each individual based on identified strengths and weaknesses, and facilitates job acquisition. ISRC staff will contact potential employers, provide client advocacy and facilitate a positive client-employer relationship.
- d. Individualized job placement according to client preferences, strengths, and work experience, with a rapid job search approach for any client expressing interest in working.
- e. Vocational services are provided based on client choice. No one is excluded who wants to participate.
- f. The goal of vocational services is competitive employment in the community (i.e., jobs that anyone can apply for) that pay at least minimum wage, and include both part-time and full-time jobs.
- g. Job search starts soon after a client expresses interest in working. There are no requirements for completing extensive pre-employment assessment and training.

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

1 16. Work collaboratively with Peer Support and Resource Centers (PSRCs) to expand  
2 client involvement and participation with peer support activities, and to optimize  
3 clients' recovery plans.  
4

5 **V. ADDITIONAL PROGRAM REQUIREMENTS**

6 CONTRACTOR will:

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



1 outpatient programs and the consumers of these programs to facilitate access to TAY  
2 and adult services as well as engage younger TAY consumers.

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

19 **VI. HOURS OF OPERATION**

20 Services will be offered 7 days a week and will include evenings. Crisis and  
21 support services are available 24/7. A schedule of provided services, and clinic  
22 hours of operation will be provided to the County at least monthly.

23  
24 **VII. STAFFING RESPONSIBILITIES AND QUALIFICATIONS**

25 Staffing will include

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

1           9. Use of volunteers is encouraged.

2       **VIII. STAFF TRAINING**

3           Contractor shall provide staff with ongoing training and staff development in the areas of  
4           mental health, substance abuse, crisis intervention, motivational interviewing and stages  
5           of change, recovery values and philosophy, and client empowerment. Participation in  
6           ongoing training must be documented by Contractor. Contractor shall also provide or  
7           make arrangements for staff to receive training in the following areas:  
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- 10          1. An initial orientation to the program, including a description of the goals of the  
11             program, review of policies and procedures, emergency procedures, and treatment  
12             services.
  - 13          2. Training requirements in CPR, First Aid, Emergency/Disaster Planning, non-violent  
14             crisis intervention, de-escalation of agitation and potential violence, and procedures to  
15             protect both staff and the clients from violent behavior.
  - 16          3. Cultural competency in serving clients from diverse ethnic and cultural backgrounds  
17             including age, gender, sexual orientation, physical disabilities and client cultures.  
18

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

20           During the performance of this Agreement, the CONTRACTOR shall submit MHSA  
21           Full Service Partnerships (FSP) Data Collection and Reporting (DCR) data to the  
22           COUNTY for the purpose of measuring individual-level performance outcomes. All  
23           FSP data shall be submitted in electronic form. The CONTRACTOR shall ensure that  
24           the staff responsible for transmitting this data is trained in data collection procedure.  
25           This training will be provided by the COUNTY.  
26

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

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

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

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

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

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

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

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

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

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

6           **5. Adverse Incidents:**

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

8           Reportable adverse incidents include:

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

10          b. Suicide or suicide attempts

11          c. Homicide.

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

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

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

15          g. Death of client.

16          h. State Licensing Reports

17          i. Major damage to COUNTY property

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

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

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**X. MANAGEMENT INFORMATION SYSTEM**

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

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

5 **DESERT REGION**

6 **EXHIBIT C**

7 **REIMBURSEMENT & PAYMENT**

8 **CONTRACTOR NAME: OASIS REHABILITATION CENTER, INC.**

9 **CONTRACT #: 4100202208-74750**

10 **A. PERIOD OF PERFORMANCE:**

11 July 1, 2010 to June 30, 2011.

12 **B. MONTHLY REIMBURSEMENT:**

- 13 1. In consideration of services provided by CONTRACTOR pursuant to this  
14 Agreement, CONTRACTOR shall receive monthly reimbursement based  
15 upon the unit rate as specified in the Schedule I and actual units provided, less  
16 revenue collected, not to exceed the total amount of unit rate services under  
17 RU # 33HWFT.
- 18 2. In consideration of services provided by CONTRACTOR pursuant to this  
19 Agreement, CONTRACTOR shall also receive monthly reimbursement for  
20 Flexible Funding Expenditures based on the Schedule I Flexible Funding  
21 categories. Reimbursement shall be based on actual cost of items purchased to  
22 support and address the individual needs of the client, and when appropriate  
23 the client's family, in order to advance the client's goals and achieve outcomes  
24 that support the client's recovery, wellness and resilience. Typical expenses  
25 covered shall be clothing, personal care items, food, supplies and equipment to  
26 support the individual's social, educational and vocational goals. Actual costs  
27 of Flexible Funding items shall be separately invoiced by category as listed in  
28 the "MHSA FSP Expenditure Codes and Descriptions". Indigent Prescription



1 costs, Health Maintenance Costs and Flexible Funding shall be reimbursed  
2 monthly based on actual costs incurred, not to exceed the funding amounts in  
3 Schedule I.

- 4 3. Reimbursement for services shall be paid up to the maximum amounts in the  
5 Schedule I for FY 2010/2011 and not exceed the maximum obligation of the  
6 COUNTY as specified herein. The Schedule I for FY 2010/2011 is attached  
7 hereto and incorporated herein by this reference.

8 **C. MAXIMUM OBLIGATION: FY 2010/2011**

9 COUNTY'S maximum obligation for fiscal year 2010/2011 shall be \$1,088,000  
10 subject to availability of Federal, State, and local funds. The Schedule I attached herein  
11 specifies funding for Contract Client Services, Prescription Costs, Health Maintenance  
12 Costs and Flexible Funding.

13 **D. BUDGET:**

14 Schedule I presents the budgetary details pursuant to this Agreement. Schedule I  
15 contains the reporting unit (RU's) numbers, mode(s) of service, the service functions,  
16 units, revenues received, maximum obligation and source of funding pursuant to this  
17 Agreement. Schedule I will also delineate the Prescription Costs, Health Maintenance  
18 Costs and Flexible Funding amount for FY 2010/2011.

19 **E. DEPARTMENT OF REHABILITATION:**

20 Vocational services are to be rendered to the TAY population under this agreement.  
21 In the month Department of Rehabilitation reimbursement is received,  
22 CONTRACTOR shall notify the Department of Mental Health.

23 **F. PAYMENT:**

- 24 1. Monthly reimbursements may be withheld at the discretion of the Director or  
25 designee due to material contract non-compliance, including audit  
26 disallowances and/or adjustments or disallowances resulting from the  
27 COUNTY Contract Monitoring Review (CMT), the Annual Program  
28 Monitoring and/or the Cost Report Reconciliation/Settlement process.

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2. In addition to the CMT, Annual Progress Monitoring, and Cost Report Reconciliation/Settlement processes, the COUNTY reserves the right to perform periodic service deletes and denial monitoring for this agreement throughout the fiscal year in order to minimize and/or potentially prevent COUNTY and CONTRACTOR loss. The COUNTY, at its discretion, may withhold and/or offset invoices and/or monthly reimbursement to CONTRACTOR, at any time without prior notification to CONTRACTOR, for service deletes and denials that may occur in association with this agreement. COUNTY shall notify CONTRACTOR of any such instances of service deletes and denials and subsequent withholds and/or reductions to CONTRACTOR invoices or monthly reimbursements.
3. Notwithstanding the provisions of Paragraph F-1 and F-2 above, CONTRACTOR shall be paid in arrears. CONTRACTOR will submit a claim on their organization's stationery, which must include at a minimum the CONTRACTOR's name, invoice mailing address and telephone number, and attach the applicable COUNTY specified Data Collection System Report (currently the Final MH 952 Summary) and a signed "Certification of Claims and Program Integrity" form (PIF). The summary page of the monthly, final applicable Data Collection System Report (currently the final MH 952) and the PIF form must be attached to the CONTRACTOR invoice. Failure to attach the monthly, final summary page of the applicable Data Collection System Report, the Certification of Claims and the signed PIF, will delay payment to the CONTRACTOR until the required documents are provided. The claim must be approved and signed by the Director or an authorized designee of the CONTRACTOR. Monthly claims shall be submitted to the appropriate Program or Regional Manager of the COUNTY'S Department of Mental Health, no later than the tenth (10<sup>th</sup>) working day of each month.

- 1           4.     Short-Doyle/Medi-Cal billings shall be processed by the COUNTY and  
2           CONTRACTOR shall provide the COUNTY with all information  
3           necessary for the preparation and audit of such billings.
- 4           5.     Contract will submit a monthly report and invoice for payment, and a  
5           quarterly report to COUNTY program with invoice describing outcomes,  
6           progress updates and services delivered based on the contract's Exhibit A,  
7           "Scope of Services".
- 8           6.     Unless otherwise notified by the COUNTY, CONTRACTOR  
9           invoicing will be paid by the COUNTY thirty (30) calendar days after  
10          the date the invoice is received by the applicable COUNTY  
11          Program/Region.
- 12          7.     In addition, CONTRACTOR shall receive monthly reimbursement based on  
13          Actual Costs of Prescriptions, Health Maintenance Costs and Flex Funding,  
14          and shall invoice according to Section B1 and B2 above.
- 15          8.     Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will  
16          be paid by the COUNTY thirty (30) calendar days after the date the invoice  
17          is received by the applicable COUNTY Program/Region.

18     **G. SHORT-DOYLE/MEDI-CAL:**

- 19           1.     With respect to services provided to Medi-Cal beneficiaries, CONTRACTOR  
20           shall comply with applicable Medi-Cal cost containment principles as specified  
21           in Title 19 of the Social Security Act, Title 22 of the California Code of  
22           Regulations and policy letters issued by the State Department of Mental Health.
- 23           2.     The Short/Doyle Medi-Cal reimbursement is composed of Local Matching  
24           Funds and Federal Financial Participation (FFP).

25     **H. REVENUES:**

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

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

2. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance, Medicare or other third party benefits shall be determined by the CONTRACTOR. CONTRACTOR shall pursue payment from all potential sources in sequential order, with Short/Doyle Medi-Cal as payor of last resort. CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare certified), then insurance and then first party.
3. 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 30 days of receipt.
4. CONTRACTOR is obligated to collect from the client any Medicare co-insurance and/or deductible if the site is Medicare certified, and to collect and clear with the State any Medi-Cal Share of Cost. 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.
5. 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 Mental Health's Uniform Method of Determining Ability to Pay (UMDAP) 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

1 private collection agencies. No patient/client shall be denied services due to  
2 inability to pay.

3 6. CONTRACTOR shall submit to COUNTY, with signed contract, a copy of  
4 CONTRACTOR'S published charges.

5 7. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays) above  
6 and beyond the Contracted Schedule I rate, the CONTRACTOR must notify the  
7 COUNTY within ten (10) days of signing the AGREEMENT.

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

10 **I. REALLOCATION OF FUNDS:**

11 1. No funds allocated for any Mode of Service (including Flex Funding,  
12 Prescriptions and Health Maintenance Funding) as designated in Schedule I  
13 may be reallocated to another Mode of Service (including Flex Funding,  
14 Prescriptions and Health Maintenance Funding), unless written approval is  
15 given by the Program Manager prior to either the end of the Contract Period of  
16 Performance or the end the Fiscal year (June 30<sup>th</sup>). Approval shall not exceed  
17 the maximum obligation.

18 2. In addition, CONTRACTOR may not, under any circumstances and without  
19 prior approval and/or written consent from the Program Manager and  
20 confirmed by the Supervisor of the COUNTY Fiscal Unit, reallocate funds,  
21 between non-billable and billable mode and service functions and/or procedure  
22 codes as designed in the Schedule I that are defined as non-billable by the  
23 COUNTY, State or Federal governments from or to funds, services, mode of  
24 services and/or procedure codes that are defined as billable by the COUNTY,  
25 State or Federal governments.

26 3. If this Agreement includes more than one Exhibit C, shifting of funds from one  
27 Exhibit C to another is also prohibited without prior, written consent and  
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1 approval from the Program Manager prior to the end of either the Contract  
2 Period of Performance or Fiscal year.

3 **J. RECOGNITION OF FINANCIAL SUPPORT:**

4 CONTRACTOR'S stationery/letterhead shall indicate that funding for the program is  
5 provided in whole or in part by the COUNTY of Riverside Department of Mental Health.

6 **K. COST REPORT:**

- 7 1. For each fiscal year, or portion thereof, that this Agreement is in effect,  
8 CONTRACTOR shall provide to COUNTY two (2) copies per each Reporting  
9 Unit (RU) number, an annual Cost Report with an accompanying financial  
10 statement and applicable supporting documentation to reconcile to the Cost  
11 Report within forty-six (46) calendar days following the end of each fiscal year  
12 (June 30), or the expiration or termination of the contract, which ever occurs  
13 first. The Cost Report shall detail the actual cost of services provided to  
14 include staff time accounting. The Cost Report shall be provided in the format  
15 and on forms provided by the COUNTY. Final payment to CONTRACTOR  
16 shall not be made by COUNTY until the final current and prior year Cost  
17 Report(s) have been reconciled, settled and signed by CONTRACTOR and  
18 received and approved by the COUNTY.
- 19 2. CONTRACTOR shall use OMB-circular A-122 to formulate proper cost  
20 allocation methods to distribute cost between COUNTY and non-COUNTY  
21 programs.
- 22 3. CONTRACTOR is required to send one representative to the cost report  
23 training annually held by COUNTY regarding preparation of the year-end Cost  
24 Report. The COUNTY will notify CONTRACTOR of the date(s) and time(s)  
25 of the training. Attendance at the training is necessary annually in order to  
26 ensure that the Cost Reports are completed appropriately. Failure to attend this  
27 training may result in delay of payment.
- 28

- 1 4. CONTRACTOR will be notified in writing by COUNTY, if the Cost Report  
2 has not been received within forty-six (46) calendar days after the end of the  
3 COUNTY Fiscal year. If the Cost Report is not postmarked in the forty-six  
4 (46) calendar day time frame, future monthly reimbursements will be withheld  
5 until the COUNTY is in possession of a completed cost report. Future monthly  
6 reimbursements will be withheld if the Cost Report contains errors which are  
7 not corrected within ten (10) calendar days of written or verbal notification  
8 from the COUNTY. Failure to meet any pre-approved deadlines extension will  
9 immediately result in the withholding of future monthly reimbursements.
- 10 5. The Cost Report shall serve as the basis for year-end settlement to  
11 CONTRACTOR including a reconciliation and adjustment of all payments  
12 made to CONTRACTOR and all revenue received by CONTRACTOR. Any  
13 payments made in excess of Cost Report settlement shall be repaid upon  
14 demand, or will be deducted from the next payment to CONTRACTOR.
- 15 6. All current and/or future contract service payments to CONTRACTOR will be  
16 withheld by the COUNTY until the final current and prior year Cost Report(s)  
17 have been reconciled, settled and signed by CONTRACTOR, and received  
18 and approved by the COUNTY.

19 **L. COST REPORT SETTLEMENT:**

- 20 1. The final year-end settlement for non Medi-Cal services shall be based on the  
21 Actual Cost, multiplied by the actual number of units, less revenue collected.  
22 The final year-end settlement for Medi-Cal services shall be based on final  
23 State approved Medi-Cal units, multiplied by the actual allowable cost per  
24 unit of services provided, the State Maximum Allowance (SMA) rate, state  
25 approved Short Doyle/Medi-Cal (SD/MC) rate or customary charges,  
26 whichever is lower, less revenue collected. The combined final year-end  
27 settlement for Medi-Cal and non Medi-Cal services shall not exceed the  
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1 maximum obligation of the COUNTY as specified herein, and the applicable  
2 maximum reimbursement rates promulgated each year by the State.

- 3 2. CONTRACTOR shall report Actual Costs separately, if deemed applicable and  
4 as per CONTRACTOR Schedule I, to provide Contract Client Services,  
5 Prescriptions, Health Maintenance Costs and Flexible Funding costs under this  
6 agreement on the annual cost report. Where deemed applicable, Actual Costs  
7 for Indirect Administrative Expenses shall not exceed the amount of the  
8 percentage of costs as submitted in the CONTRACT Request for Proposal or  
9 Cost Proposal(s). Final year - end settlements for Indirect Administrative  
10 Expenses, includes Centralized Management Services and Operating Income.  
11 Centralized Management Service settlement shall not exceed 8% of Actual  
12 Costs of Contract Client Services, Prescriptions, Health Maintenance Costs and  
13 Flexible Funding. Operating Income settlement shall not exceed 5% of Actual  
14 Costs of Contract Client Services, Prescriptions, Health Maintenance Costs and  
15 Flexible Funding. Final year-end settlements shall not exceed the Contract  
16 Maximum Obligation, less revenue, less payments received, up to Maximum  
17 Obligation as stated in Section C above.

18 **M. BANKRUPTCY:**

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

25 **N. FURNISHINGS AND EQUIPMENT:**

26 **1. APPROVAL FOR PURCHASE**

27 Any equipment or furnishings are required to be approved by the COUNTY in  
28 writing prior to purchase. Any equipment or furnishings not approved by the



1 COUNTY prior to purchase shall not be reimbursed to the CONTRACTOR by  
2 the COUNTY either as a start up or operating cost at any time.

3  
4 **2. OWNERSHIP**

5 Equipment and furnishings purchased through this Agreement are the property  
6 of the COUNTY. Procedures provided by the COUNTY for the acquisition,  
7 inventory, control and disposition of the equipment and the acquisition and  
8 payment for administrative services to such equipment (e.g. office machine  
9 repair) are to be followed. Equipment and supplies purchased with COUNTY  
10 funds for individual clients will become the property of the client.  
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13 **3. INVENTORY**

14 CONTRACTOR shall maintain an internal inventory control system that will  
15 provide accountability for equipment and furnishings purchased through this  
16 Agreement, regardless of cost. The inventory control system shall record at a  
17 minimum the following information when property is acquired: date acquired;  
18 property description (to include model number); property identification number  
19 (serial number); cost or other basis of valuation; funding source; and rate of  
20 depreciation or depreciation schedule, if applicable. An updated inventory list  
21 shall be provided to the COUNTY on a semi-annual basis, and filed with the  
22 Annual Cost Report. Once the COUNTY is in receipt of this list, COUNTY  
23 inventory tags will be issued to the CONTRACTOR, and are to be attached to  
24 the item as directed.  
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28 **4. DISPOSAL**

1 Approval must be obtained from the COUNTY prior to the disposal of any  
2 property purchased with funds from this Agreement, regardless of the  
3 acquisition value. Disposal (which includes sale, trade-in, discard, or transfer  
4 to another agency or program) shall not occur until approval is received in  
5 writing from the COUNTY.  
6

7 **5. CAPITAL ASSETS:**

- 8 a. Capital assets are tangible or intangible assets that benefit an agency more  
9 than a single fiscal year. For capital assets approved for purchase by the  
10 COUNTY, allowable and non-allowable cost information and depreciation  
11 requirements can be found in the Center for Medicare and Medicaid  
12 Services (CMS) Publication 15, Provider Reimbursement Manual (PRM)  
13 Parts I & II. It is the CONTRACTOR'S responsibility to ensure  
14 compliance with these requirements.
- 15 b. Any capital asset that was acquired or improved in whole or in part with  
16 funds disbursed under this Agreement, or under any previous Agreement  
17 between COUNTY and CONTRACTOR, shall either be, at the election of  
18 the COUNTY as determined by the Director or designee: (1) transferred  
19 to the COUNTY including all title and legal ownership rights; or (2)  
20 disposed of and proceeds paid to COUNTY in a manner that results in  
21 COUNTY being reimbursed in the amount of the current fair market value  
22 of the real or personal property less any portion of the current value  
23 attributable to CONTRACTOR'S out of pocket expenditures using non-  
24 county funds for acquisition of, or improvement to, such real or personal  
25 property and less any direct and reasonable costs of disposition.

26 **O. AUDITS:**

- 27 1. CONTRACTOR agrees that any duly authorized representative of the Federal  
28 Government, the State or COUNTY shall have the right to audit, inspect,

1 excerpt, copy or transcribe any pertinent records and documentation relating  
2 to this Agreement or previous Agreements in previous years.

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

3 **P. DATA ENTRY:**

- 4 1. CONTRACTOR understands that as the COUNTY upgrades its current Data  
5 Collection System to comply with Federal, State and /or local funding and  
6 service delivery requirements; CONTRACTOR will, therefore, be responsible  
7 for attending and receiving COUNTY training associated with, but not limited  
8 to, applicable service data entry, billing and invoicing, and learning how to  
9 appropriately and successfully utilize and/or operate the current and/or  
10 upgraded Data Collection System as specified for use by the COUNTY under  
11 this agreement. The COUNTY will notify the CONTRACTOR when such  
12 training is required and available. In the event the COUNTY'S specified Data  
13 Collection System changes prior to a new fiscal year, COUNTY shall notify  
14 CONTRACTOR and provide immediate instructions and make subsequent  
15 arrangements to facilitate such a change.
- 16 2. CONTRACTOR is required to enter all units of services into the COUNTY'S  
17 specified Data Collection System for the prior month no later than 5:00p.m.  
18 on the fifth (5<sup>th</sup>) working day of the current month. Late entry of services into  
19 the COUNTY'S specified Data Collection System may result in financial  
20 and/or service disallowances to the CONTRACTOR.

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Rev. 5/20/10



| Provider Name                    | RU     | Mode | Procedure Description          | Mode  | SFC | RATES |       |            |
|----------------------------------|--------|------|--------------------------------|-------|-----|-------|-------|------------|
|                                  |        |      | = Medi-Cal Billable            |       |     |       |       |            |
|                                  |        |      |                                | SPUDS |     | STATE | STATE |            |
| Oasis MHA FSP<br>TAY ISRC-Desert | 33HWFT |      |                                |       |     | MODE  | SFC   |            |
|                                  |        |      | <b>GROUP 1</b>                 |       |     |       |       |            |
|                                  |        | 520  | Case Management Brokerage      | 15    | 01  | 15    | 01    | \$2.02/min |
|                                  |        | 590  | Case Management Family         | 15    | 01  | 15    | 01    | \$2.02/min |
|                                  |        |      | <b>GROUP 1 A</b>               |       |     |       |       |            |
|                                  |        | 529  | Case Mgmt Brokage Non Billable | 15    | 01  | 15    | 01    | \$2.02/min |
|                                  |        |      | <b>GROUP 2</b>                 |       |     |       |       |            |
|                                  |        | 310  | Assessment Individual          | 15    | 30  | 15    | 10    | \$2.61/min |
|                                  |        | 319  | Assessment Nonbillable         | 15    | 30  | 15    | 10    | \$2.61/min |
|                                  |        | 330  | Psychological Testing          | 15    | 30  | 15    | 10    | \$2.61/min |
|                                  |        | 360  | Rehabilitation Service         | 15    | 45  | 15    | 10    | \$2.61/min |
|                                  |        | 363  | Group Rehabilitation Service   | 15    | 45  | 15    | 10    | \$2.61/min |
|                                  |        | 410  | Family Collateral              | 15    | 10  | 15    | 10    | \$2.61/min |
|                                  |        | 420  | Non-Family Collateral          | 15    | 10  | 15    | 10    | \$2.61/min |
|                                  |        | 416  | Family Therapy with Client     | 15    | 40  | 15    | 10    | \$2.61/min |
|                                  |        | 426  | Non-Family Therapy with Client | 15    | 40  | 15    | 10    | \$2.61/min |
|                                  |        | 438  | Individual Therapy (1-19 min)  | 15    | 40  | 15    | 10    | \$2.61/min |
|                                  |        | 440  | Individual Therapy             | 15    | 40  | 15    | 10    | \$2.61/min |
|                                  |        | 470  | Group                          | 15    | 50  | 15    | 10    | \$2.61/min |
|                                  |        | 477  | COD Group                      | 15    | 50  | 15    | 10    | \$2.61/min |
|                                  |        |      | <b>GROUP 3</b>                 |       |     |       |       |            |
|                                  |        | 340  | Assessment E&M-New Patient     | 15    | 60  | 15    | 60    | \$4.82/min |
|                                  |        | 342  | Assessment E&M- Est Patient    | 15    | 60  | 15    | 60    | \$4.82/min |
|                                  |        | 450  | Medication Therapeutic         | 15    | 60  | 15    | 60    | \$4.82/min |
|                                  |        | 460  | Medications MD                 | 15    | 60  | 15    | 60    | \$4.82/min |
|                                  |        | 465  | Meds MD Non Face-to-Face       | 15    | 60  | 15    | 60    | \$4.82/min |
|                                  |        | 469  | Missed Medication Visit        | 15    | 60  | 15    | 60    | \$4.82/min |
|                                  |        |      | <b>GROUP 4</b>                 |       |     |       |       |            |
|                                  |        | 398  | Crisis Intervention (1-19 min) | 15    | 70  | 15    | 70    | \$3.88/min |
|                                  |        | 400  | Crisis Intervention            | 15    | 70  | 15    | 70    | \$3.88/min |
|                                  |        |      | <b>GROUP 5</b>                 |       |     |       |       |            |
|                                  |        | 599  | Direct Service Outreach        | 60    | 50  | 45    | 10    | r          |
| <b>Depart. of Rehab</b>          |        |      |                                |       |     |       |       |            |
| <b>Schedule I-</b>               |        |      |                                |       |     |       |       |            |
| <b>Assessment</b>                |        |      |                                |       |     |       |       |            |
| Oasis MHA FSP<br>TAY Voc Assess  | 33HWF1 | 300  | No Show/Cancel                 | 15    | 00  |       |       | \$0.00     |
| Oasis MHA FSP<br>TAY PVSA        | 33HWF2 | 400  | Crisis Intervention            | 15    | 70  | 15    | 70    | \$0.00     |
| Oasis MHA FSP<br>TAY Voc Emp     | 33HWF3 | 410  | Family Collateral              | 15    | 10  | 15    | 10    | \$0.00     |
|                                  |        | 420  | Non-Family Collateral          | 15    | 10  | 15    | 10    | \$0.00     |
|                                  |        | 440  | Individual Therapy             | 15    | 40  | 15    | 10    | \$0.00     |
|                                  |        | 470  | Group                          | 15    | 50  | 15    | 10    | \$0.00     |
|                                  |        | 485  | Vocational Intake              | 15    | 30  | 15    | 10    | \$0.00     |
|                                  |        | 487  | Supported Education            | 15    | 30  | 15    | 10    | \$0.00     |
|                                  |        | 488  | Community Employer Contact     | 15    | 30  | 15    | 10    | \$0.00     |
|                                  |        | 489  | Job Development                | 15    | 30  | 15    | 10    | \$0.00     |
|                                  |        | 615  | Contract Administration        | 45    | 00  |       |       | \$0.00     |
|                                  |        | 619  | Mental Health Outreach         | 45    | 10  |       |       | \$0.00     |
|                                  |        | 707  | General Admin-staff meetings   | 45    | 00  |       |       | \$0.00     |
|                                  |        | 708  | Paid time off                  | 45    | 21  |       |       | \$0.00     |
|                                  |        | 709  | Vocational Indirect Services   | 45    | 21  | 45    | 20    | \$0.00     |
|                                  |        | 760  | General Training               | 45    | 00  |       |       | \$0.00     |

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**FY 2010/2011  
AGREEMENT RENEWAL  
BETWEEN  
COUNTY OF RIVERSIDE AND  
VICTOR COMMUNITY SUPPORT SERVICES, INC (TAY ISRC-MID-COUNTY)**

That certain agreement between the County of Riverside (COUNTY) and Victor Community Support Services, Inc.(CONTRACTOR) originally approved by the Riverside County Purchasing Agent on March 13, 2009 for FY 2008/2009; amended for the first time by the Board of Supervisors on April 29, 2008, Agenda Item 3.20 for FY 2008/2009 through FY 2009/2010; is hereby renewed again for FY 2010/2011, effective July 1, 2010 and shall continue to June 30, 2011.

That certain agreement is modified as follows:

1. Section VI-ADMINISTRATIVE CHANGE STATUS is modified as follows:

Add lettering system to paragraphs and current paragraph now becomes paragraph "a".

Add subparagraph "b." as follows:

"b. CONTRACTOR is responsible for providing to the COUNTY, annually, at the beginning of each fiscal year and upon execution of the CONTRACTOR'S agreement, emergency and/or after hour contact information for the CONTRACTOR'S organization. CONTRACTOR emergency and/or after hour contact information shall include, but is not limited to, first and last name of emergency and/or after hour contact, telephone number, cellular phone number, and applicable address(s). CONTRACTOR shall provide this information to the COUNTY at the same time the CONTRACTOR provides the COUNTY with annual insurance renewals and/or changes to insurance coverage."

Add subparagraph "c" as follows:

"c. CONTRACTOR shall be responsible for updating this information, immediately and in writing, when changes in CONTRACTOR'S emergency and/or after hour contact information occurs during the fiscal year or prior to the end of the fiscal year. Written CONTRACTOR updates of this information shall be provided to the COUNTY in accordance with Section XXXIII-Notices of this agreement."

2. Section XVI-REPORTS is modified as follows:

Delete existing paragraph "B." and replace with the new paragraph "B." as follows:



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

4 3. Section XX-STAFFING is modified as follows:

5 Add paragraph "H." as follows:

6 "H. CONTRACTOR shall follow all Federal, State and County policies, laws and regulations  
7 regarding Staffing and/or Employee compensation. CONTRACTOR shall not pay or compensate  
8 any of its Staff, Personnel or Employees by means of cash. All payments or compensation made  
9 to CONTRACTOR Staff, Personnel and/or Employees in association with the fulfillment of this  
10 agreement shall be made by means of Staff, Personnel and/or Employee Certified Payroll only.

11 4. Section XXI-CULTURAL COMPENTENCY

12 Add new subparagraph "4." to paragraph A. as follows:

13 "4. CONTRACTOR agrees to comply with the COUNTY'S Cultural Competency Plan as set  
14 forth in the Board of Supervisors approved Cultural Competency Plan. The Cultural Competency  
15 Plan may be obtained from the COUNTY'S website at [www.mentalhealth.co.riverside.us](http://www.mentalhealth.co.riverside.us) or by  
16 contacting the COUNTY'S Cultural Competency Manager or designee upon written request via  
17 certified mail or facsimile to:

18 Riverside County Department of Mental Health Cultural Competency Program

19 P.O. Box 7549

20 Riverside, California 92513

21 Attention: Cultural Competency Manager

22 Fax: 951-358-4792"

23 Add new subparagraph "5." to paragraph A. as follows:

24 "5. CONTRACTOR agrees to meet with COUNTY'S Cultural Competency Program Manager, as  
25 needed by the CONTRACTOR and as coordinated by the COUNTY, to determine and implement  
26 cultural competency activities that shall include, but is not limited to, compliance with the  
27 cultural competency requirements outlined in Section XXI of this agreement."  
28

1 Add new subparagraph "6." to paragraph A. as follows:

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

4 Add new subparagraph "7." to paragraph A. as follows:

5 "7. CONTRACTOR will be responsible for participating in cultural competency trainings as  
6 required by the COUNTY'S Cultural Competency Plan. The following is a partial list of annual  
7 cultural competency trainings and topics that may be available through the COUNTY to assist  
8 CONTRACTORS with meeting training requirements, though capacity will be limited: Cultural  
9 Formulation; Multicultural Knowledge; Cultural Sensitivity; Cultural Awareness; Social/Cultural  
10 Diversity; Mental Health Interpreter Training; Training Staff in the use of Mental Health  
11 Interpreters; Training in the Use of Interpreters in the Mental Health Setting. In order to attend  
12 the COUNTY offered trainings, CONTRACTOR must contact the Cultural Competency Manager  
13 at the contact information location in subparagraph 1 of paragraph A. in Section XXI-  
14 CULTURAL COMPENTENCY."

15 Add subparagraph "8." to paragraph A. as follows:

16 "8. CONTRACTOR will be responsible for reporting back to the COUNTY, annually in writing,  
17 all cultural competency related trainings that staff members have taken. The following format is  
18 recommended:

| Name of Training Event                              | Description of Training   | How long and how often attended | Attendance by Service Function   | No. of Attendees and Total      | Date of Training | Name of Presenter |
|---|---|---------------------------------|--|---------------------------------|------------------|-------------------|
| <b>Example:</b><br>Cultural Competence Introduction | Overview of cultural competence issues in mental health treatment settings. | Four hours annually             | *Direct Services<br>*Direct Services Contractors<br>*Administration<br>*Interpreters | 15<br>20<br>4<br>2<br>Total: 41 | 1/21/10          | John Doe          |

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

1 Add subparagraph "9." to paragraph A. as follows:

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

7 5. Section XXIX-TERMINATION PROVISIONS: is modified as follows:

8 Re-letter paragraph "I" to read paragraph "J".

9 Add a new paragraph "I" as follows:

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

21 6. Rescind the previous Exhibit A in its entirety and replace it with the new, attached Exhibit A for  
22 FY 2010/2011

23 7. Rescind the previous Exhibit C in its entirety and replace it with the new, attached Exhibit C in  
24 which the COUNTY'S Maximum Obligation to the CONTRACTOR shall remain the same at  
25 \$1,170,000 for FY 2010/2011.

26 8. Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I for  
27 FY 2010/2011.  
28

1 All other provisions of this entire Agreement shall remain unchanged and in full force and effect.

2 **IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized representatives  
3 to execute this amendment.

4 COUNTY ADDRESS:

5 County of Riverside  
6 Board of Supervisors  
7 4080 Lemon Street, 5<sup>th</sup> Floor  
8 Riverside, CA 92501

INFORMATION COPY:

County of Riverside  
Department of Mental Health  
P.O. Box 7549  
Riverside, CA 92503-7549

9 **CONTRACTOR: VCSS, Inc.**

**COUNTY OF RIVERSIDE:**

10 Signed: Monte J. Buschold

Signed: Marion Ashley

11 Date: 6-16-10

Marion Ashley, Chairman  
Riverside County Board of Supervisors

12 Title: Executive Director, Admin. Svcs.

Date: JUN 29 2010

13 Address:  
14 2561 California Park Drive  
15 Chico, CA 95928

COUNTY COUNSEL:

Attested by: Kecia Harper-Ihem, deputy

Kecia Harper-Ihem, Clerk of the Board

16 Pamela J. Walls  
17 Approved as to Form

18 By: Tara R. Wall 6/9/10  
19 Deputy County Counsel

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21 Rev. 05/17/10 stl  
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1                   **TRANSITION AGE YOUTH INTEGRATED SERVICE RECOVERY CENTER**

2   **MID-COUNTY REGION**

3   **EXHIBIT A**

4  
5   **CONTRACTOR NAME:** Victor Community Support Services, Inc.

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

8   **I.       SCOPE OF WORK**

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

13  
14   **II.     GOALS OF SERVICES**

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

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

1 The ISRC will:

- 2 1. Assist clients in acquiring skills to progressively and successfully transition
- 3 from higher levels of care to lower levels of care.
- 4
- 5 2. Provide ongoing services to assist clients to engage in a chosen, productive
- 6 day activity, e.g., gainful employment and/or volunteer work and/or
- 7 education.
- 8
- 9 3. Assist clients to be safe and remain out of trouble with law enforcement.
- 10
- 11 4. Help clients connect and remain actively involved with their families, peers
- 12 and the community.
- 13
- 14 5. Reduce client's level of incapacity due to psychiatric symptoms.
- 15
- 16 6. Assist clients in improving their financial conditions, e.g., establishing a stable
- 17 income, obtaining health insurance, etc.
- 18
- 19 7. Increase access to and adherence with medication.
- 20
- 21 8. Decrease drug/alcohol abuse.

### 22 **III. TARGET POPULATION**

#### 23 **Enrollment Criteria:**

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

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- Be referred by a staff member of RCDMH;
- Have a severe and persistent mental illness, as diagnosed by RCDMH staff, AND
- Have demonstrated non-adherence or unsuccessful engagement with outpatient treatment.

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

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

**Number to be served:**

CONTRACTOR shall provide mental health treatment services to 125 unduplicated clients annually in the Mid County Region (capacity for 83 open cases at any point in time). Of these "point in time" cases, funding is designated that 24 shall be designated as serving youth 16-19 years of age.

**Exclusionary Criteria:**

CONTRACTOR shall assess and enroll all referrals made by the COUNTY to the ISRC unless written authorization to deny enrollment is given to CONTRACTOR by the Mid-County Mental Health Services Regional Manager or designee.

CONTRACTOR will not serve:

1. Clients with a history or pattern of assaultive behavior that poses a risk to the community;
2. Clients who are on State/Federal parole;

1 3. Clients who are convicted sex offenders.

2 **Graduation Criteria:**

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

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

14 **IV. SERVICES TO BE PROVIDED**

15 CONTRACTOR will provide all clients with the following services:  
16

- 17 1. Comprehensive mental health, social, physical health, substance abuse and trauma  
18 assessments (including intergenerational assessments), which are strength-based,  
19 focused on client engagement and are gender-and culture-specific. The ISRC agrees  
20 to work with the individual and his/her family, as appropriate, to provide all  
21 necessary and desired services and supports in order to assist that person/family in  
22 achieving the goals identified in their plan. This includes persistent outreach to  
23 engage individuals referred by Riverside County Department of Mental Health.
- 24 2. Assist clients in developing self-directed care plans (e.g., Wellness Recovery Action  
25 Plans or other similar models). Individuals will have an individualized service plan  
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1 that is person-centered, and that gives individuals and their families sufficient  
2 information to allow them to make informed choices about the services in which they  
3 participate. Services will be based on client's recovery goals and desires, provided by  
4 a team that embraces the principles of recovery and resilience.  
5

- 6 3. Services include linkage to, or provision of, all needed services or supports as defined  
7 by the client and or family in consultation with the ISRC staff. This includes the  
8 capability of increasing or decreasing service intensity as needed.  
9
- 10 4. Crisis and support services including telephonic and on-site response 24 hours a day,  
11 7 days a week. These responses shall include but not be limited to: responding to  
12 landlords requesting assistance for clients in crisis; providing face-to-face crisis  
13 stabilization in the field (e.g., board and care facilities, clients' homes, emergency  
14 rooms, etc.); assisting family caretakers in de-escalating conflicts, etc. Crisis  
15 responses provided 24/7 are intended to provide immediate interventions that reduce  
16 negative outcomes for individuals, including unnecessary hospitalizations,  
17 incarcerations and housing evictions.  
18
- 19 5. Integrated substance abuse and mental health services through an integrated team  
20 with a single individualized service plan, using evidence-based practices, as approved  
21 by the COUNTY. Develop or utilize specialized housing that supports dual diagnosis  
22 recovery for clients with dual disorders (i.e., sober living environments).  
23
- 24 6. Psychiatric medication and medication support services including but not limited to  
25 evaluating the need for medication, and its clinical effectiveness and side effects;  
26 medication education; prescribing and administering medication; obtaining necessary  
27 lab tests for medication; and drug testing for illicit substances. Provide education for  
28

1 clients, family members, and other caregivers regarding the nature of medications,  
2 their expected benefits and potential side effects. CONTRACTOR is responsible for  
3 any medication costs or lab testing costs for indigent clients.  
4

- 5 7. Improve access to and client adherence with physical healthcare services, including  
6 collaboration with primary care providers to provide individualized, inter-  
7 disciplinary, coordinated medical care.  
8
- 9 8. Facilitate clients obtaining income and medical insurance benefits for which they are  
10 eligible (SSI/SSDI, Medi-Cal, Medicare, etc.), interim assistance, and other public  
11 assistance potentially available to each client. Applications for income and insurance  
12 benefits will be initiated within seven (7) days of referral to the CONTRACTOR.  
13
- 14 9. Conduct education and training that teaches successful community living skills (e.g.  
15 medication and healthcare management, anger management, relationship skills, etc.)  
16 that will contribute to improve service outcomes.  
17
- 18 10. Improve access to transportation, including providing transportation, as needed to  
19 achieve the clients' goals. Increase access to and utilization of public transportation,  
20 and assist clients with the acquisition of driver's licenses.  
21
- 22 11. Assist clients in obtaining, and maintaining self-sufficient, safe, and affordable  
23 housing stability, across a range of housing choices.  
24
- 25 12. Coordinate services with other County mental health programs such as peer centers,  
26 homeless outreach staff, mental health courts, and inpatient programs. Coordinate  
27 services with other local agencies such as Probation, DPSS, law enforcement, etc.  
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13. Integrate services with ethnic-specific and gender-specific community-based organizations. Maximize client participation with community providers and organizations. Collaboration with community agencies, such as veterans' services, faith-based organizations, ethnic and cultural support groups, and education systems to assist clients to participate in a range of recovery and wellness activities in the community.

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

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

- a. Vocational assessment of clients' abilities, skills, aptitudes, interests, and behaviors. Medical, psychological, socio-cultural factors, housing, economic and ADA issues will be incorporated into the vocational assessment.
- b. Providing guidance in completing an employment application, assisting with effectively interviewing for employment, training to enhance work-related social and communication skills, and job seeking skills.
- c. Job development that identifies specific job openings appropriate for each individual based on identified strengths and weaknesses, and facilitates job acquisition. ISRC staff will contact potential employers, provide client advocacy and facilitate a positive client-employer relationship.

- 1 d. Individualized job placement according to client preferences, strengths, and work  
2 experience, with a rapid job search approach for any client expressing interest in  
3 working.  
4  
5 e. Vocational services are provided based on client choice. No one is excluded who  
6 wants to participate.  
7  
8 f. Supported employment is integrated with treatment. Supported employment has  
9 as its goal competitive employment in the community (i.e., jobs that anyone can  
10 apply for) that pay at least minimum wage, and include both part-time and full-  
11 time jobs.  
12  
13 g. Job search starts soon after a client expresses interest in working. There are no  
14 requirements for completing extensive pre-employment assessment and training.

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

- 22  
23 16. Work collaboratively with Peer Support and Resource Centers (PSRCs) to expand  
24 client involvement and participation with peer support activities, and to optimize  
25 clients' recovery plans.  
26

27 **V. ADDITIONAL PROGRAM REQUIREMENTS**  
28

1 CONTRACTOR will:

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

1 facilities, homeless shelters, foster and group homes, etc.) and document these  
2 contacts in clients' charts. CONTRACTOR shall report to the RCDMH and to  
3 DPSS/Community Care Licensing (as applicable) within twenty-four hours (24)  
4 any conditions in these facilities that may be compromising the health and welfare  
5 of clients.

7 7. CONTRACTOR shall provide adequate accommodations for County staff to meet  
8 with clients or with clients' significant others, as requested by the County. Such  
9 accommodations must allow for confidentiality, privacy, and safety.

11 8. CONTRACTOR shall agree to meet regularly with County staff to review  
12 pending enrollments, services provided, and discharge plans for the clients  
13 referred to the CONTRACTOR.

14 **VI. HOURS OF OPERATION**

15 Services will be offered 7 days a week and will include evenings. Crisis and  
16 support services are available 24/7. A schedule of provided services, and clinic  
17 hours of operation will be provided to the County at least monthly.

19 **VII. STAFFING RESPONSIBILITIES AND QUALIFICATIONS**

20 Staffing will include

21 1. A multi-disciplinary team consisting of both professional and paraprofessional staff  
22 that includes paid consumer and family member service providers.

24 a. Consumer providers must have received mental health services or are in the  
25 process of receiving such services, and be willing to identify themselves as such  
26 when working with clients.

27 b. A family provider must be, or have been a family member or caretaker of a  
28 consumer.

- 1 2. Personal Services Coordinators (PSC's), who are identified as the single point of  
2 responsibility, and who provide intensive and assertive case management made  
3 possible by a low staff-to-client ratio (maximum 1:15).
- 4
- 5 3. PSCs must be culturally competent, know the community resources of the client's  
6 racial/ethnic community, and meet Medi-Cal requirements to bill for mental health  
7 services.
- 8
- 9 4. Staff specialized in skill-building techniques that support housing independence;  
10 assess and treat co-occurring disorders; and employment services.
- 11
- 12 5. Peer-provided outreach, education, mentorship, support and advocacy, including  
13 teaching and supporting Wellness Recovery Action Plans (WRAP);
- 14
- 15 6. Licensed psychiatrist and licensed nursing staff (RN, LPT, LVN), who will provide  
16 services within their scope of practice and licensure.
- 17
- 18 7. CONTRACTOR shall hire culturally and ethnically diverse staff representing the  
19 ethnic and gender characteristics of the clients being served. CONTRACTOR  
20 staff must include bilingual (Spanish) capability for all services provided in order  
21 to effectively serve the target population.
- 22
- 23 8. Staff responsible for billing Medi-Cal must be knowledgeable of Medi-Cal billing  
24 regulations and qualified to bill Medi-Cal.
- 25
- 26 9. Use of volunteers is encouraged.

## 27 **VIII. STAFF TRAINING**

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

1 ongoing training must be documented by Contractor. Contractor shall also provide or  
2 make arrangements for staff to receive training in the following areas:

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

11  
12  
13 **IX. CLIENT OUTCOMES DOCUMENTATION AND REPORTING**

14 During the performance of this Agreement, the CONTRACTOR shall submit MHSA  
15 Full Service Partnerships (FSP) Data Collection and Reporting (DCR) data to the  
16 COUNTY for the purpose of measuring individual-level performance outcomes. All  
17 FSP data shall be submitted in electronic form. The CONTRACTOR shall ensure that  
18 the staff responsible for transmitting this data is trained in data collection procedure.  
19 This training will be provided by the COUNTY.  
20

21 The requirements referred to in this section do not preclude the COUNTY from requiring  
22 the CONTRACTOR to report any other additional performance outcomes required by  
23 law or regulation. The renewal of this contract between the COUNTY and  
24 CONTRACTOR is contingent upon CONTRACTOR's ability to meet or exceed the  
25 below Performance Outcomes. It is also understood that the COUNTY reserves the right  
26 to modify these Performance Outcomes to meet the needs of a third-party payer.  
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**1. Initial Enrollment Data:**

The CONTRACTOR shall collect data as soon as it begins providing services to FSP clients, including, but not limited to; general administrative data; residential status; legal issues/status; health status; substance abuse issues; assessment of daily living functions where appropriate; and all interventions, including emergency intervention. This data shall be transmitted to the COUNTY as soon as possible, and no later than 60 (sixty) days after the commencement of services.

**2. Quarterly Assessments:**

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

**3. Daily Census:**

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

**4. Changes in Key Events:**

The CONTRACTOR shall submit data to the COUNTY as soon as possible, but no later than 60 (sixty) days after an FSP client experiences a change in a key event, such as a change in educational status, employment or financial status, legal status, or residential status, including hospitalization or incarceration; or following an

1 emergency intervention. Data submitted shall include, but is not limited to the  
2 following: general administrative data; residence; educational status; employment  
3 status; legal issues/status; and a description of any and all interventions, including  
4 emergency intervention.  
5

6 a. Twice annually, during two-week survey periods designated by the COUNTY,  
7 the CONTRACTOR shall collect consumer perception data from clients served by  
8 the ISRC. The data to be collected includes, but is not limited to, the client's  
9 perceptions of the quality and results of services provided by CONTRACTOR.  
10 The survey data shall be submitted to the COUNTY within the time frame  
11 determined by the COUNTY'S Research and Quality Improvement program.  
12

13 b. The CONTRACTOR shall provide other information required by COUNTY,  
14 State or federal law.  
15

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

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

18 **X. MANAGEMENT INFORMATION SYSTEM**

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

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06/7/10 STL

**TRANSITION AGE YOUTH INTEGRATED SERVICE RECOVERY CENTER**

**MID-COUNTY REGION**

**EXHIBIT C**

**REIMBURSEMENT & PAYMENT**

**CONTRACTOR NAME: Victor Community Support Service, Inc.**

**CONTRACT #: 4100203210-74750**

**A. PERIOD OF PERFORMANCE:**

July 1, 2010 to June 30, 2011.

**B. MONTHLY REIMBURSEMENT:**

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive monthly reimbursement based upon the unit rate as specified in the Schedule I and actual units provided, less revenue collected, not to exceed the total amount of unit rate services under RU # 33HWFT.
2. In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall also receive monthly reimbursement for Flexible Funding Expenditures based on the Schedule I Flexible Funding categories. Reimbursement shall be based on actual cost of items purchased to support and address the individual needs of the client, and when appropriate the client's family, in order to advance the client's goals and achieve outcomes that support the client's recovery, wellness and resilience. Typical expenses covered shall be clothing, personal care items, food, supplies and equipment to support the individual's social, educational and vocational goals. Actual costs of Flexible Funding items shall be separately invoiced by category as listed in the "MHSA FSP Expenditure Codes and Descriptions". Indigent Prescription

1 costs, Health Maintenance Costs and Flexible Funding shall be reimbursed  
2 monthly based on actual costs incurred, not to exceed the funding amounts in  
3 Schedule I.

- 4 3. Reimbursement for services shall be paid up to the maximum amounts in the  
5 Schedule I for FY 2010/2011 and not exceed the maximum obligation of the  
6 COUNTY as specified herein. The Schedule I for FY 2010/2011 is attached  
7 hereto and incorporated herein by this reference.

8 **C. MAXIMUM OBLIGATION: FY 2010/2011**

9 COUNTY'S maximum obligation for fiscal year 2010/2011 shall be **\$1,170,000** subject  
10 to availability of Federal, State, and local funds. The Schedule I attached herein  
11 specifies funding for Contract Client Services, Prescription Costs, Health Maintenance  
12 Costs and Flexible Funding.

13 **D. BUDGET:**

14 Schedule I presents the budgetary details pursuant to this Agreement. Schedule I  
15 contains the reporting unit (RU's) numbers, mode(s) of service, the service functions,  
16 units, revenues received, maximum obligation and source of funding pursuant to this  
17 Agreement. Schedule I will also delineate the Prescription Costs, Health Maintenance  
18 Costs and Flexible Funding amount for FY 2010/2011.

19 **E. DEPARTMENT OF REHABILITATION:**

20 Vocational services are to be rendered to the TAY population under this agreement.  
21 In the month Department of Rehabilitation reimbursement is received,  
22 CONTRACTOR shall notify the Department of Mental Health.

23 **F. PAYMENT:**

- 24 1. Monthly reimbursements may be withheld at the discretion of the Director or  
25 designee due to material contract non-compliance, including audit  
26 disallowances and/or adjustments or disallowances resulting from the  
27 COUNTY Contract Monitoring Review (CMT), the Annual Program  
28 Monitoring and/or the Cost Report Reconciliation/Settlement process.

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2. In addition to the CMT, Annual Progress Monitoring, and Cost Report Reconciliation/Settlement processes, the COUNTY reserves the right to perform periodic service deletes and denial monitoring for this agreement throughout the fiscal year in order to minimize and/or potentially prevent COUNTY and CONTRACTOR loss. The COUNTY, at its discretion, may withhold and/or offset invoices and/or monthly reimbursement to CONTRACTOR, at any time without prior notification to CONTRACTOR, for service deletes and denials that may occur in association with this agreement. COUNTY shall notify CONTRACTOR of any such instances of service deletes and denials and subsequent withholds and/or reductions to CONTRACTOR invoices or monthly reimbursements.

3. Notwithstanding the provisions of Paragraph F-1 and F-2 above, CONTRACTOR shall be paid in arrears. CONTRACTOR will submit a claim on their organization's stationery, which must include at a minimum the CONTRACTOR's name, invoice mailing address and telephone number, and attach the applicable COUNTY specified Data Collection System Report (currently the Final MH 952 Summary) and a signed "Certification of Claims and Program Integrity" form (PIF). The summary page of the monthly, final applicable Data Collection System Report (currently the final MH 952) and the PIF form must be attached to the CONTRACTOR invoice. Failure to attach the monthly, final summary page of the applicable Data Collection System Report, the Certification of Claims and the signed PIF, will delay payment to the CONTRACTOR until the required documents are provided. The claim must be approved and signed by the Director or an authorized designee of the CONTRACTOR. Monthly claims shall be submitted to the appropriate Program or Regional Manager of the COUNTY'S Department of Mental Health, no later than the tenth (10<sup>th</sup>) working day of each month.

- 1 4. Short-Doyle/Medi-Cal billings shall be processed by the COUNTY and  
2 CONTRACTOR shall provide the COUNTY with all information  
3 necessary for the preparation and audit of such billings.
- 4 5. Contract will submit a monthly report and invoice for payment, and a  
5 quarterly report to COUNTY program with invoice describing outcomes,  
6 progress updates and services delivered based on the contract's Exhibit A,  
7 "Scope of Services".
- 8 6. Unless otherwise notified by the COUNTY, CONTRACTOR  
9 invoicing will be paid by the COUNTY thirty (30) calendar days after  
10 the date the invoice is received by the applicable COUNTY  
11 Program/Region.
- 12 7. In addition, CONTRACTOR shall receive monthly reimbursement based on  
13 Actual Costs of Prescriptions, Health Maintenance Costs and Flex Funding,  
14 and shall invoice according to Section B1 and B2 above.
- 15 8. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will  
16 be paid by the COUNTY thirty (30) calendar days after the date the invoice  
17 is received by the applicable COUNTY Program/Region.

18 **G. SHORT-DOYLE/MEDI-CAL:**

- 19 1. With respect to services provided to Medi-Cal beneficiaries, CONTRACTOR  
20 shall comply with applicable Medi-Cal cost containment principles as specified  
21 in Title 19 of the Social Security Act, Title 22 of the California Code of  
22 Regulations and policy letters issued by the State Department of Mental Health.
- 23 2. The Short/Doyle Medi-Cal reimbursement is composed of Local Matching  
24 Funds and Federal Financial Participation (FFP).

25 **H. REVENUES:**

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

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

- 5 2. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance,  
6 Medicare or other third party benefits shall be determined by the  
7 CONTRACTOR. CONTRACTOR shall pursue payment from all potential  
8 sources in sequential order, with Short/Doyle Medi-Cal as payor of last resort.  
9 CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare  
10 certified), then insurance and then first party.
- 11 3. If a client has both Medicare or insurance and Medi-Cal coverage, a copy of  
12 the Medicare or insurance Explanation of Benefits (EOB) must be provided to  
13 the COUNTY within 30 days of receipt.
- 14 4. CONTRACTOR is obligated to collect from the client any Medicare co-  
15 insurance and/or deductible if the site is Medicare certified, and to collect and  
16 clear with the State any Medi-Cal Share of Cost. Patients/clients with share of  
17 cost Medi-Cal shall be charged their monthly Medi-Cal share of cost in lieu of  
18 their annual liability. Medicare clients will be responsible for any co-insurance  
19 and/or deductible for services rendered at Medicare certified sites.
- 20 5. All other clients will be subject to an annual sliding fee schedule by  
21 CONTRACTOR for services rendered, based on the patient's/client's ability to  
22 pay, not to exceed the CONTRACTOR'S actual charges for the services  
23 provided. In accordance with the State Department of Mental Health's  
24 Uniform Method of Determining Ability to Pay (UMDAP) Manual,  
25 CONTRACTOR shall not be penalized for non-collection of revenues provided  
26 that reasonable and diligent attempts are made by the CONTRACTOR to  
27 collect these revenues. Past due patient/client accounts may not be referred to  
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1 private collection agencies. No patient/client shall be denied services due to  
2 inability to pay.

3 6. CONTRACTOR shall submit to COUNTY, with signed contract, a copy of  
4 CONTRACTOR'S published charges.

5 7. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays) above  
6 and beyond the Contracted Schedule I rate, the CONTRACTOR must notify the  
7 COUNTY within ten (10) days of signing the AGREEMENT.

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

10 **I. REALLOCATION OF FUNDS:**

11 1. No funds allocated for any Mode of Service (including Flex Funding,  
12 Prescriptions and Health Maintenance Funding) as designated in Schedule I  
13 may be reallocated to another Mode of Service (including Flex Funding,  
14 Prescriptions and Health Maintenance Funding), unless written approval is  
15 given by the Program Manager prior to either the end of the Contract Period of  
16 Performance or the end the Fiscal year (June 30<sup>th</sup>). Approval shall not exceed  
17 the maximum obligation.

18 2. In addition, CONTRACTOR may not, under any circumstances and without  
19 prior approval and/or written consent from the Program Manager and  
20 confirmed by the Supervisor of the COUNTY Fiscal Unit, reallocate funds,  
21 between non-billable and billable mode and service functions and/or procedure  
22 codes as designed in the Schedule I that are defined as non-billable by the  
23 COUNTY, State or Federal governments from or to funds, services, mode of  
24 services and/or procedure codes that are defined as billable by the COUNTY,  
25 State or Federal governments.

26 3. If this Agreement includes more than one Exhibit C, shifting of funds from one  
27 Exhibit C to another is also prohibited without prior, written consent and  
28

1 approval from the Program Manager prior to the end of either the Contract  
2 Period of Performance or Fiscal year.

3 **J. RECOGNITION OF FINANCIAL SUPPORT:**

4 CONTRACTOR'S stationery/letterhead shall indicate that funding for the program is  
5 provided in whole or in part by the COUNTY of Riverside Department of Mental Health.

6 **K. COST REPORT:**

- 7 1. For each fiscal year, or portion thereof, that this Agreement is in effect,  
8 CONTRACTOR shall provide to COUNTY two (2) copies per each Reporting  
9 Unit (RU) number, an annual Cost Report with an accompanying financial  
10 statement and applicable supporting documentation to reconcile to the Cost  
11 Report within forty-six (46) calendar days following the end of each fiscal year  
12 (June 30), or the expiration or termination of the contract, which ever occurs  
13 first. The Cost Report shall detail the actual cost of services provided to  
14 include staff time accounting. The Cost Report shall be provided in the format  
15 and on forms provided by the COUNTY. Final payment to CONTRACTOR  
16 shall not be made by COUNTY until the final current and prior year Cost  
17 Report(s) have been reconciled, settled and signed by CONTRACTOR and  
18 received and approved by the COUNTY.
- 19 2. CONTRACTOR shall use OMB-circular A-122 to formulate proper cost  
20 allocation methods to distribute cost between COUNTY and non-COUNTY  
21 programs.
- 22 3. CONTRACTOR is required to send one representative to the cost report  
23 training annually held by COUNTY regarding preparation of the year-end Cost  
24 Report. The COUNTY will notify CONTRACTOR of the date(s) and time(s)  
25 of the training. Attendance at the training is necessary annually in order to  
26 ensure that the Cost Reports are completed appropriately. Failure to attend this  
27 training may result in delay of payment.
- 28

- 1 4. CONTRACTOR will be notified in writing by COUNTY, if the Cost Report  
2 has not been received within forty-six (46) calendar days after the end of the  
3 COUNTY Fiscal year. If the Cost Report is not postmarked in the forty-six  
4 (46) calendar day time frame, future monthly reimbursements will be withheld  
5 until the COUNTY is in possession of a completed cost report. Future monthly  
6 reimbursements will be withheld if the Cost Report contains errors which are  
7 not corrected within ten (10) calendar days of written or verbal notification  
8 from the COUNTY. Failure to meet any pre-approved deadlines extension will  
9 immediately result in the withholding of future monthly reimbursements.
- 10 5. The Cost Report shall serve as the basis for year-end settlement to  
11 CONTRACTOR including a reconciliation and adjustment of all payments  
12 made to CONTRACTOR and all revenue received by CONTRACTOR. Any  
13 payments made in excess of Cost Report settlement shall be repaid upon  
14 demand, or will be deducted from the next payment to CONTRACTOR.
- 15 6. All current and/or future contract service payments to CONTRACTOR will be  
16 withheld by the COUNTY until the final current and prior year Cost Report(s)  
17 have been reconciled, settled and signed by CONTRACTOR, and received  
18 and approved by the COUNTY.

19 **L. COST REPORT SETTLEMENT:**

- 20 1. The final year-end settlement for non Medi-Cal services shall be based on the  
21 Actual Cost, multiplied by the actual number of units, less revenue collected.  
22 The final year-end settlement for Medi-Cal services shall be based on final  
23 State approved Medi-Cal units, multiplied by the actual allowable cost per  
24 unit of services provided, the State Maximum Allowance (SMA) rate, state  
25 approved Short Doyle/Medi-Cal (SD/MC) rate or customary charges,  
26 whichever is lower, less revenue collected. The combined final year-end  
27 settlement for Medi-Cal and non Medi-Cal services shall not exceed the  
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maximum obligation of the COUNTY as specified herein, and the applicable maximum reimbursement rates promulgated each year by the State.

- 2. CONTRACTOR shall report Actual Costs separately, if deemed applicable and as per CONTRACTOR Schedule I, to provide Contract Client Services, Prescriptions, Health Maintenance Costs and Flexible Funding costs under this agreement on the annual cost report. Where deemed applicable, Actual Costs for Indirect Administrative Expenses shall not exceed the amount of the percentage of costs as submitted in the CONTRACT Request for Proposal or Cost Proposal(s). Final year - end settlements for Indirect Administrative Expenses, shall not exceed fifteen (15%) percent of actual costs of contract client services and flex funding Final year-end settlements shall not exceed the Contract Maximum Obligation, less revenue, less payments received, up to Maximum Obligation as stated in Section C above.

**M. BANKRUPTCY:**

Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall notify County's Department of Mental Health's Fiscal Services Unit, by certified letter with a carbon copy to the Department of Mental Health's Program Support Unit, in writing of such. The CONTRACTOR shall submit a properly prepared Cost Report in accordance with the requirements and deadlines set forth in Section K before final payment is made.

**N. FURNISHINGS AND EQUIPMENT:**

**1. APPROVAL FOR PURCHASE**

Any equipment or furnishings are required to be approved by the COUNTY in writing prior to purchase. Any equipment or furnishings not approved by the COUNTY prior to purchase shall not be reimbursed to the CONTRACTOR by the COUNTY either as a start up or operating cost at any time.

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**2. OWNERSHIP**

Equipment and furnishings purchased through this Agreement are the property of the COUNTY. Procedures provided by the COUNTY for the acquisition, inventory, control and disposition of the equipment and the acquisition and payment for administrative services to such equipment (e.g. office machine repair) are to be followed. Equipment and supplies purchased with COUNTY funds for individual clients will become the property of the client.

**3. INVENTORY**

CONTRACTOR shall maintain an internal inventory control system that will provide accountability for equipment and furnishings purchased through this Agreement, regardless of cost. The inventory control system shall record at a minimum the following information when property is acquired: date acquired; property description (to include model number); property identification number (serial number); cost or other basis of valuation; funding source; and rate of depreciation or depreciation schedule, if applicable. An updated inventory list shall be provided to the COUNTY on a semi-annual basis, and filed with the Annual Cost Report. Once the COUNTY is in receipt of this list, COUNTY inventory tags will be issued to the CONTRACTOR, and are to be attached to the item as directed.

**4. DISPOSAL**

Approval must be obtained from the COUNTY prior to the disposal of any property purchased with funds from this Agreement, regardless of the acquisition value. Disposal (which includes sale, trade-in, discard, or transfer

1 to another agency or program) shall not occur until approval is received in  
2 writing from the COUNTY.

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4 **5. CAPITAL ASSETS:**

5 a. Capital assets are tangible or intangible assets that benefit an agency more  
6 than a single fiscal year. For capital assets approved for purchase by the  
7 COUNTY, allowable and non-allowable cost information and depreciation  
8 requirements can be found in the Center for Medicare and Medicaid  
9 Services (CMS) Publication 15, Provider Reimbursement Manual (PRM)  
10 Parts I & II. It is the CONTRACTOR'S responsibility to ensure  
11 compliance with these requirements.

12 b. Any capital asset that was acquired or improved in whole or in part with  
13 funds disbursed under this Agreement, or under any previous Agreement  
14 between COUNTY and CONTRACTOR, shall either be, at the election of  
15 the COUNTY as determined by the Director or designee: (1) transferred  
16 to the COUNTY including all title and legal ownership rights; or (2)  
17 disposed of and proceeds paid to COUNTY in a manner that results in  
18 COUNTY being reimbursed in the amount of the current fair market value  
19 of the real or personal property less any portion of the current value  
20 attributable to CONTRACTOR'S out of pocket expenditures using non-  
21 county funds for acquisition of, or improvement to, such real or personal  
22 property and less any direct and reasonable costs of disposition.

23 **O. AUDITS:**

24 1. CONTRACTOR agrees that any duly authorized representative of the Federal  
25 Government, the State or COUNTY shall have the right to audit, inspect,  
26 excerpt, copy or transcribe any pertinent records and documentation relating  
27 to this Agreement or previous Agreements in previous years.  
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2. If this contract is terminated in accordance with Section XXIX, TERMINATION PROVISIONS, COUNTY, Federal and/or State governments may conduct a final audit of the CONTRACTOR. Final reimbursement to CONTRACTOR by COUNTY shall not be made until all audit results are known and all accounts are reconciled. Revenue collected by CONTRACTOR during this period for services provided under the terms of this Agreement will be regarded as revenue received and deducted as such from the final reimbursement claim.
3. Any audit exception resulting from an audit conducted by any duly authorized representative of the Federal Government, the State or COUNTY shall be the responsibility of the CONTRACTOR. Any audit disallowance adjustments may be paid in full upon demand or withheld at the discretion of the Director of Mental Health against amounts due under this Agreement or Agreements(s) in subsequent years.
4. The COUNTY will conduct an Annual Program Monitoring Review and/or Contract Monitoring Review (CMT). Upon completion of monitoring, CONTRACTOR will be mailed a report summarizing the results of the site visit. A corrective Plan of Action will be submitted by CONTRACTOR within thirty (30) calendar days of receipt of the report. CONTRACTOR'S failure to respond within thirty (30) calendar days will result in withholding of payment until the corrective plan of action is received. CONTRACTOR'S response shall identify time frames for implementing the corrective action. Failure to provide adequate response or documentation for this or previous year's Agreements may result in contract payment withholding and/or a disallowance to be paid in full upon demand.

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**P. DATA ENTRY:**

1. CONTRACTOR understands that as the COUNTY upgrades its current Data Collection System to comply with Federal, State and /or local funding and service delivery requirements; CONTRACTOR will, therefore, be responsible for attending and receiving COUNTY training associated with, but not limited to, applicable service data entry, billing and invoicing, and learning how to appropriately and successfully utilize and/or operate the current and/or upgraded Data Collection System as specified for use by the COUNTY under this agreement. The COUNTY will notify the CONTRACTOR when such training is required and available. In the event the COUNTY'S specified Data Collection System changes prior to a new fiscal year, COUNTY shall notify CONTRACTOR and provide immediate instructions and make subsequent arrangements to facilitate such a change.
  
2. CONTRACTOR is required to enter all units of services into the COUNTY'S specified Data Collection System for the prior month no later than 5:00p.m. on the fifth (5<sup>th</sup>) working day of the current month. Late entry of services into the COUNTY'S specified Data Collection System may result in financial and/or service disallowances to the CONTRACTOR.

Rev. 06/7/10



**2010/11 SCHEDULE I FOR THE MID-C  
MENTAL HEALTH**

Victor Community Support Services, Inc. - MHSA FSP TAY ISRC MI

CONTRACT PROVIDER NAME:

|  |                         |                             |
|--|-------------------------|-----------------------------|
| SYSTEM RU # Combined: 33H6FT, 33H6F1, 33H6F3 |                         | NEGOTIATED NET AMOUNT ( X ) |
| NEGOTIATED RATE ( )                          | ACTUAL COST ( X )       |                             |
| DEPT ID / PROGRAM:                           | <b>4100203210-74750</b> |                             |

| SYSTEM RU #:       | 33H6F1, 33H6F3, 33H6FT | 33H6F1, 33H6F3, 33H6FT       | 33H6F1, 33H6F3, 33H6FT | 33H6F1, 33H6F3, 33H6FT | 33H6F1, 33H6F3, 33H6FT | 33H6F1, 33H6F3, 33H6FT | 33H6F1, 33H6F3, 33H6FT  | 33H6F1, 33H6F3, 33H6FT          | 33H6FT                       | 33H6F1, 33H6F3, 33H6FT       | 33H6F1, 33H6F3, 33H6FT  | 33H6FT     | 33H6F1, 33H6F3, 33H6FT |
|--------------------|------------------------|------------------------------|------------------------|------------------------|------------------------|------------------------|-------------------------|---------------------------------|------------------------------|------------------------------|-------------------------|------------|------------------------|
|                    | 4100203210             | 4100203210                   | 4100203210             | 4100203210             | 4100203210             | 4100203210             | 4100203210              | 4100203210                      | 4100203210                   | 4100203210                   | 4100203210              | 4100203210 | 4100203210             |
| TYPE OF MODALITY   | Crisis Intervention    | Mental Health Services       | Medication Support     | Case Mgmt Non-Billable | Case Mgmt              | Case Mgmt              | Direct Service Outreach | Vocational Intake & direct Svcs | Vocational Indirect Services | Prescriptions                | Client Support Services |            |                        |
| MODE OF SERVICE:   | 15                     | 15                           | 15                     | 15                     | 15                     | 15                     | 45                      | 15                              | 45                           |                              | 60                      |            |                        |
| SERVICE FUNCTION:  | 70                     | 10-59                        | 60                     | 01                     | 01                     | 01                     | 10                      | 30                              | 21                           |                              | 78                      |            |                        |
| PROCEDURE CODE:    | 400                    | 310, 360, 410, 420, 440, 470 | 460                    | 529                    | 520                    | 520                    | 599                     | 485, 486, 487, 488, 489         | 709                          | Psychotropic & Health Maint. | 600                     |            |                        |
| UNIT REIMBURSEMENT | Minute                 | Minute                       | Minute                 | Minute                 | Minute                 | Minute                 | hour                    | Minute                          | hour                         | actual cost                  | actual cos              |            |                        |
| NUMBER OF UNITS:   | 1,387                  | 307,723                      | 27,016                 | 5,657                  | 81,476                 | 310                    | \$121.20                | n/a                             | tracking only                | n/a                          | n/a                     |            |                        |
| COST PER UNIT:     | \$3.88                 | \$2.61                       | \$4.82                 | \$3.56                 | \$2.02                 | \$37.524               | \$0                     | \$40,000                        | \$0                          | \$2,000                      | \$20                    |            |                        |
| GROSS COST:        | \$ 5,381               | \$ 803,158                   | \$ 130,219             | \$ 20,137              | \$ 164,581             | \$ 37,524              | \$ 40,000               | \$ 0                            | \$ 0                         | \$ 2,000                     | \$ 20                   |            |                        |

LESS REVENUES COLLECTED

BY CONTRACTORS:

|                      |  |
|----------------------|--|
| A. PATIENT FEES      |  |
| B. PATIENT INSURANCE |  |
| C. OTHER - DOR       |  |

|                          |         |           |           |          |           |          |          |     |     |         |      |      |
|--------------------------|---------|-----------|-----------|----------|-----------|----------|----------|-----|-----|---------|------|------|
| TOTAL CONTRACTOR REVENUE | \$0     | \$0       | \$0       | \$0      | \$0       | \$0      | \$0      | \$0 | \$0 | \$0     | \$0  | \$0  |
| MAXIMUM OBLIGATION       | \$5,381 | \$803,158 | \$130,219 | \$20,137 | \$164,581 | \$37,524 | \$40,000 | \$0 | \$0 | \$2,000 | \$20 | \$20 |

SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:

|                            |         |           |           |          |           |          |     |     |     |         |      |      |
|----------------------------|---------|-----------|-----------|----------|-----------|----------|-----|-----|-----|---------|------|------|
| A. MEDI-CAL/FFP & EPSDT    | \$2,620 | \$427,504 | \$64,590  | \$0      | \$90,286  | \$0      | \$0 | \$0 | \$0 | \$0     | \$0  | \$0  |
| B. FEDERAL FUNDS           | \$0     | \$0       | \$0       | \$0      | \$0       | \$0      | \$0 | \$0 | \$0 | \$0     | \$0  | \$0  |
| C. REALIGNMENT FUNDS       | \$0     | \$0       | \$0       | \$0      | \$0       | \$0      | \$0 | \$0 | \$0 | \$0     | \$0  | \$0  |
| D. STATE GENERAL FUNDS (T) | \$0     | \$0       | \$0       | \$0      | \$0       | \$0      | \$0 | \$0 | \$0 | \$0     | \$0  | \$0  |
| E. COUNTY FUNDS            | \$0     | \$0       | \$0       | \$0      | \$0       | \$0      | \$0 | \$0 | \$0 | \$0     | \$0  | \$0  |
| F. OTHER: MHSA             | \$2,761 | \$375,654 | \$65,629  | \$20,137 | \$74,295  | \$37,524 | \$0 | \$0 | \$0 | \$2,000 | \$20 | \$20 |
| TOTAL (SOURCES OF FUNDING) | \$5,381 | \$803,158 | \$130,219 | \$20,137 | \$164,581 | \$37,524 | \$0 | \$0 | \$0 | \$2,000 | \$20 | \$20 |

FUNDING SOURCES DOCUMENT:  
 STAFF ANALYST SIGNATURE: *Carelynn* DATE: 09/17/10  
 FISCAL SERVICES SIGNATURE: *[Signature]* DATE: 09/10/10