

SUBJECT: Ratify the FY 2009/2010 Out-of-State Mental Health Agreement and Amendments.

BACKGROUND (continued):

However, in the past three (3) fiscal years, the DOMH has experienced significant growth in out-of-state children placements due to general population growth, and the expansion in its collaboration for children's services with the Department of Probation and the Department of Public Social Services. Therefore, the DOMH is requesting for the Board of Supervisors to sign the new contract agreement with Villa Santa Maria for \$100,266 for FY 2009/2010 to accommodate new out-of-state placements; to sign the two (2) agreement amendments with Daystar, Inc. and Devereux Florida for FY 2009/2010 to accommodate increased out-of-state contracted services; and to authorize the DOMH to continue contracting with existing providers specified in Attachment A for FY 2009/2010 through June 30, 2013.

PERIOD OF PERFORMANCE:

The Villa Santa Maria agreement is effective from December 26, 2009 through June 30, 2010. The agreement amendments with Day Star, Inc. and Devereux Florida, Inc. are effective from July 1, 2009 through June 30, 2010. These agreements may be renewed annually through June 30, 2013. All Out-of-State Children's Services agreements have a termination clause that will allow the DOMH to terminate the contracts upon unavailability of Federal, State and County funds.

FINANCIAL IMPACT:

Out-of-State children's mental health residential services are 100% reimbursable by SB 90 funding. There are sufficient funds in the department's FY 2009/2010 budget for all the contracts listed on Attachment A, and no additional County funds are required.

JUSTIFICATION FOR DELAY:

As a result of unforeseen emergency placements for existing providers and signed agreements recently being received back from providers, the DOMH is therefore ready to receive Board approval for these documents.

**ATTACHMENT A
RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH**

**Out-of-State FY 2009/2010
100% SB90 Funded**

Central Children's Programs

FY 2009/2010 Out-of-State Contracts for Board Approval

Contractor	Original FY 2009/10	Previous Changes FY 2009/10	Current FY 2009/10	Pending Board Approval 2009/10	Revised FY 2009/10
Daystar	\$28,400	\$53,000	\$81,400	\$22,040	\$103,440
Devereux Florida	\$99,992		\$99,992	\$2,639	\$102,631
Villa Santa Maria	\$0		\$0	\$100,266	\$100,266
TOTAL	\$128,392	\$53,000	\$181,392	\$124,945	\$306,337

FY 2009/2010 Out-of -State Contracts Previously Approved

Contractor	Original FY 2009/10	Previous Changes FY 2009/10	Current FY 2009/10		Revised FY 2009/10
Chaddock	\$0	\$33,754	\$33,754	\$0	\$33,754
Cinnamon Hills	\$849,700	(\$99,700)	\$750,000		\$750,000
Colorado Boys	\$20,093		\$20,093	\$0	\$20,093
Devereux Texas	\$279,986		\$235,032	\$0	\$235,032
Excelsior	\$11,534		\$11,534	\$0	\$11,534
TOTAL	\$1,161,313	\$33,754	\$1,050,413	\$0	\$1,050,413

SUMMARY

Agreements for Board Approval	\$ 306,337
Previously Approved Out of State Contracts	\$ 1,050,413
Subtotal	\$ 1,356,750
Reserve	\$ 27,625
Total	\$ 1,384,375

**FY 2009/2010
SECOND AMENDMENT TO THE AGREEMENT
BETWEEN
COUNTY OF RIVERSIDE
AND
DAYSTAR RESIDENTIAL, INC. – CHILDREN’S SERVICES**

That certain agreement between the County of Riverside (COUNTY) and Daystar Residential, Inc. (CONTRACTOR) originally approved by the Board of Supervisors on June 3, 2008, Agenda Item 3.46, for FY 2008/2009; amended for the first time by the Riverside County Purchasing Agent on January 16, 2009 for FY 2008/2009; renewed by the Riverside County Purchasing Agent on June 23, 2009 for FY 2009/2010; amended for the first time by the Riverside County Purchasing Agent for FY 2009/2010 on February 2, 2010; and is hereby amended for the second time for FY 2009/2010, effective February 25, 2010, and shall continue to June 30, 2010, as follows:

- Rescind the previous Exhibit C in its entirety and replace it with the new, attached Exhibit C in which the contractor maximum obligation increased from \$81,400 to \$103,440 for FY 2009/2010.
- Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I for FY 2009/2010.
- All other provisions of this entire Agreement shall remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representative to execute this Amendment.

CONTRACTOR

Daystar Residential, Inc.

By

L.M. Sells

Signature

L.M. Sells

Type or Print Name

Executive Director 4.7.2010

Title

Date

COUNTY OF RIVERSIDE

By

Marion Ashley

Marion Ashley, Chairman

Riverside County Board of Supervisors

Attest by:

Kecia Harper-Ihem

Kecia Harper-Ihem

Clerk of the Board

COUNTY COUNSEL:

PAMELA J. WALLS

Approved as to Form

By:

Larisa R. McKernan 3/29/10

Deputy County Counsel

Larisa R. McKernan

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: **DAYSTAR RESIDENTIAL, INC. – CENTRAL
CHILDREN’S SERVICES**

A. REIMBURSEMENT:

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, COUNTY agrees to compensate CONTRACTOR at the Negotiated Rate(s) mutually agreed upon between COUNTY and CONTRACTOR. A Negotiated Rate is a specific and fixed dollar amount paid for delivery of a specific unit of service. Pursuant to Schedule I, CONTRACTOR shall receive monthly reimbursement based upon the Negotiated Rate as specified in Schedule I, and actual units provided, less revenue collected, not to exceed the maximum obligation of the COUNTY as specified herein. Schedule I is attached hereto and incorporated herein by this reference.
2. Final year-end settlement shall be based upon the Negotiated Rate, multiplied by the actual number of units, less revenue collected and shall not exceed the maximum obligation of the COUNTY as specified herein.
3. Monthly reimbursements may be withheld at the discretion of the Director or its designee due to material contract non-compliance, including audit disallowances and/or adjustments or disallowances resulting from the COUNTY Contract Monitoring Review (CMT), the Annual Program Monitoring and/or the Cost Report process.
4. Notwithstanding the provisions of Paragraph A-1 above, CONTRACTOR shall be paid in arrears based upon the actual units of services provided and

1 entered into the COUNTY SPUDS and/or other required, COUNTY approved
2 data collection system. CONTRACTOR will submit a claim on their
3 stationery, which must include at a minimum the Contractor's name, invoice
4 mailing address and telephone number, summarizing the dollar amount
5 specified in the MHS952 SPUDS report. The summary page of the MHS952
6 report must be attached to the invoice. Failure to attach the summary page of
7 the report, will delay payment until summary is provided. The claim must be
8 approved and signed by the Director or its authorized designee of the
9 CONTRACTOR. Monthly claims shall be submitted to the appropriate
10 Program or Regional Manager of the COUNTY'S Department of Mental
11 Health, no later than the tenth (10th) working day of each month.

12 5. CONTRACTOR shall submit a monthly report and invoice for payment,
13 describing outcomes, progress updates and services delivered based on the
14 contract's Exhibit A, "Scope of Services".

15 6. Unless other wise notified by the COUNTY, CONTRACTOR invoicing will
16 be paid by the COUNTY thirty (30) calendar days after the date the invoice is
17 received by the applicable COUNTY Program/Region.

18 B. MAXIMUM OBLIGATION:

19 1. COUNTY'S maximum daily rate obligation for fiscal year 2009/2010 shall be
20 \$103,440, subject to availability of Federal State, and local funds.

21 C. BUDGET:

22 1. Schedule I presents for planning purposes the budgetary details pursuant to
23 this Agreement. Schedule I contains the reporting unit (RU), mode(s) of
24 service, the service function(s), units, revenues received, maximum
25 obligation, and source of funding pursuant to this Agreement.

26 D. REVENUES:

27 1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the Welfare &
28 Institutions Code, and as further contained in the State Department of Mental

1 Health Revenue Manual, Section 1, CONTRACTOR shall collect revenues for
2 the provision of the services described pursuant to Exhibit A. All fees shall be
3 charged in accordance with the ability to pay for mental health services
4 rendered, but not in excess of actual cost. Such revenues may include but are
5 not limited to, fees for services, private contributions, grants or other funds.
6 All revenues received by CONTRACTOR shall be reported in their annual
7 Cost Report, and shall be used to offset gross cost.

8 2. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance,
9 Medicare or other third party benefits shall be determined by the
10 CONTRACTOR. Patients/clients shall be charged a fee by CONTRACTOR
11 for services rendered, based on the patient's/client's ability to pay, not to
12 exceed the CONTRACTOR'S estimated unit costs for the services provided.
13 The sliding fee schedule must be approved by the appropriate Program
14 Manager prior to implementation. In accordance with the State Department of
15 Mental Health's Uniform Method of Determining Ability to Pay (UMDAP)
16 Manual, CONTRACTOR shall not be penalized for non-collection of revenues
17 provided that reasonable and diligent attempts are made by the
18 CONTRACTOR to collect these revenues. Past due patient/client accounts
19 may not be referred to private collection agencies. No patient/client shall be
20 denied services due to inability to pay.

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

23 E. REALLOCATION OF FUNDS:

24 1. No funds allocated for any Mode of Service as designated in Schedule I may
25 be reallocated to another Mode of Service unless written approval is given by the
26 Program Manager prior to the end of either the contract period of performance or
27 fiscal year. Approval shall not exceed the maximum obligation. Approval must
28 be obtained prior to the end of the fiscal year (June 30th).

1 2. In addition, CONTRACTOR may not, under any circumstances and without
2 prior approval and/or written consent from the Program Manager and confirmed
3 by the Supervisor of the COUNTY Fiscal Unit, reallocate funds, services, mode
4 of services, and/or procedure codes as designed in the Schedule I that are defined
5 as non-billable by the COUNTY, State or Federal governments from or to funds,
6 services, mode of services and/or procedure codes that are defined as billable by
7 the COUNTY, State or Federal governments.

8 3. If this Agreement includes more than one Exhibit C, shifting of funds from one
9 Exhibit C to another is prohibited without written approval from the Program
10 Manager prior to the end of either the contract period of performance or fiscal
11 year.

12 F. RECOGNITION OF FINANCIAL SUPPORT:

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

16 G. CONTRACTOR RESPONSIBILITIES:

17 1. CONTRACTOR shall provide and pay for all non-emergency, non-
18 psychotropic, non-prescription over the counter medication for all clients (i.e.,
19 routine house supplied medication), as specified in Title 22 of the California
20 Code of Regulations.

21 2. CONTRACTOR shall provide discharge clients with all medication and
22 necessary equipment (e.g. insulin syringes) which the FACILITY has on
23 hand, prescribed for that client or with enough medication to last the client
24 until his/her first outpatient medication appointment, estimated to be within
25 two (2) weeks of discharge.

26 H. 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,

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excerpt, copy of transcribe any pertinent records and documentation relating to this Agreement.

2. If this contract is terminated in accordance with Section XXIX, TERMINATION PROVISIONS, COUNTY, federal and/or state government 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 identified after the year-end settlement may be paid in full upon demand or withheld at the discretion of the Director of Mental Health against amounts due in subsequent years.

4. The COUNTY will conduct 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 Action Plan will be submitted by CONTRACTOR within thirty (30) calendar days of receipt of the report. CONTRACTOR'S failure to respond within thirty (30) calendar days will result in withholding of payment until the corrective plan of action is received. CONTRACTOR'S response shall identify time frames for implementing the corrective action. Failure to provide adequate response or documentation for this or 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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I. BANKRUPTCY:

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

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Rev. 051309 dk

**FY 2009/2010
FIRST AMENDMENT TO THE AGREEMENT
BETWEEN
COUNTY OF RIVERSIDE
AND
DEVEREUX FLORIDA – CHILDREN’S SERVICES**

That certain agreement between the County of Riverside (COUNTY) and Devereux Florida (CONTRACTOR) originally approved by the Board of Supervisors on June 3, 2008, Agenda Item 3.46, for FY 2007/2008; renewed by the Riverside County Purchasing Agent on October 17, 2008 for FY 2008/2009; renewed by the Riverside County Purchasing Agent on November 2, 2009 for FY 2009/2010; and is hereby amended for the first time for FY 2009/2010, effective February 25, 2010, and shall continue to June 30, 2010, as follows:

- Rescind the previous Exhibit C in its entirety and replace it with the new, attached Exhibit C in which the contractor maximum obligation increased from \$99,992 to \$102,631 for FY 2009/2010.
- Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I for FY 2009/2010.
- All other provisions of this entire Agreement shall remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representative to execute this Amendment.

CONTRACTOR
Devereux Florida

By


Signature

Steven J. Murphy

Type or Print Name

Executive Director

Title

Date

COUNTY OF RIVERSIDE

By


Marion Ashley, Chairman

Riverside County Board of Supervisors

Attest by:


Kecia Harper-Ihem
Clerk of the Board

COUNTY COUNSEL:

PAMELA J. WALLS
Approved as to Form

By:



Deputy County Counsel

Larisa R-McCormick

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: **DEVEREUX FLORIDA – CENTRAL CHILDREN’S
SERVICES**

A. REIMBURSEMENT:

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, COUNTY agrees to compensate CONTRACTOR at the Negotiated Rate(s) mutually agreed upon between COUNTY and CONTRACTOR. A Negotiated Rate is a specific and fixed dollar amount paid for delivery of a specific unit of service. Pursuant to Schedule I, CONTRACTOR shall receive monthly reimbursement based upon the Negotiated Rate and actual units, less revenue collected. This amount will not exceed the maximum obligation of the COUNTY as specified in Schedule I. Schedule I is attached hereto and incorporated herein by this reference.
2. Final year-end settlement shall be based upon the Negotiated Rate, multiplied by the actual number of units, less revenue collected and shall not exceed the maximum obligation of the COUNTY as specified herein.
3. Monthly reimbursements may be withheld at the discretion of the Director or its designee due to material contract non-compliance, including audit disallowances and/or adjustments or disallowances resulting from the COUNTY Contract Monitoring Review (CMT), the Annual Program Monitoring and/or the Cost Report process.
4. Notwithstanding the provisions of Paragraph A-1 above, CONTRACTOR shall be paid in arrears based upon the actual units of services provided and entered into the COUNTY SPUDS and/or other required, COUNTY approved

1 data collection system. CONTRACTOR will submit a claim on their
2 stationery, which must include at a minimum the Contractor's name, invoice
3 mailing address and telephone number, summarizing the dollar amount
4 specified in the MHS952 SPUDS report. The summary page of the MHS952
5 report must be attached to the invoice. Failure to attach the summary page of
6 the report, will delay payment until summary is provided. The claim must be
7 approved and signed by the Director or its authorized designee of the
8 CONTRACTOR. Monthly claims shall be submitted to the appropriate
9 Program or Regional Manager of the COUNTY'S Department of Mental
10 Health, no later than the tenth (10th) working day of each month.

11 5. CONTRACTOR shall submit a monthly report and invoice for payment,
12 describing outcomes, progress updates and services delivered based on the
13 contract's Exhibit A, "Scope of Services".

14 6. Unless other wise notified by the COUNTY, CONTRACTOR invoicing will
15 be paid by the COUNTY thirty (30) calendar days after the date the invoice is
16 received by the applicable COUNTY Program/Region.

17 **B. MAXIMUM OBLIGATION:**

18 1. COUNTY'S maximum daily rate obligation for fiscal year 2009/2010 shall be
19 \$102,631, subject to availability of Federal State, and local funds.

20 **C. BUDGET:**

21 1. Schedule I presents for planning purposes the budgetary details pursuant to
22 this Agreement. Schedule I contains the reporting unit (RU), mode(s) of
23 service, the service function(s), units, revenues received, maximum
24 obligation, and source of funding pursuant to this Agreement.

25 **D. REVENUES:**

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27 Institutions Code, and as further contained in the State Department of Mental
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the provision of the services described pursuant to Exhibit A. All fees shall be charged in accordance with the ability to pay for mental health services rendered, but not in excess of actual cost. 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. Patients/clients shall be charged a fee by CONTRACTOR for services rendered, based on the patient's/client's ability to pay, not to exceed the CONTRACTOR'S estimated unit costs for the services provided. The sliding fee schedule must be approved by the appropriate Program Manager prior to implementation. 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 private collection agencies. No patient/client shall be denied services due to inability to pay.
3. CONTRACTOR shall submit to COUNTY, with signed contract, a copy of CONTRACTOR'S published charges.

E. REALLOCATION OF FUNDS:

1. No funds allocated for any Mode of Service as designated in Schedule I may be reallocated to another Mode of Service unless written approval is given by the Program Manager prior to the end of either the contract period of performance or fiscal year. Approval shall not exceed the maximum obligation. Approval must be obtained prior to the end of the fiscal year (June 30th).

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

3. If this Agreement includes more than one Exhibit C, shifting of funds from one Exhibit C to another is prohibited without written approval from the Program Manager prior to the end of either the contract period of performance or fiscal year.

F. RECOGNITION OF FINANCIAL SUPPORT:

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

G. CONTRACTOR RESPONSIBILITIES:

1. CONTRACTOR shall provide and pay for all non-emergency, non-psychotropic, non-prescription over the counter medication for all clients (i.e., routine house supplied medication), as specified in Title 22 of the California Code of Regulations.

2. CONTRACTOR shall provide discharge clients with all medication and necessary equipment (e.g. insulin syringes) which the FACILITY has on hand, prescribed for that client or with enough medication to last the client until his/her first outpatient medication appointment, estimated to be within two (2) weeks of discharge.

H. AUDITS:

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

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I. BANKRUPTCY:

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

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Rev. 051309 dk

**SCHEDULE I
MENTAL HEALTH**

CONTRACT PROVIDER NAME: Devereux Florida

FISCAL YEAR: 09/10

NEGOTIATED RATE (X) ACTUAL COST ()

NEGOTIATED NET AMOUNT ()

FISCAL RU NUMBER: 4440

DEPT. ID/PROGRAM: 4100207722/83550

	MH Intensive	MH rate	1:1 Svcs		
MODE OF SERVICE:	05	05			
SERVICE FUNCTION:	60	60			
NUMBER OF UNITS	95	239	1271		
COST PER UNIT:	\$266.07	\$180.07	\$27.00		
GROSS COST:	\$25,277	\$43,037	\$34,317	\$0	102,631
LESS REVENUES COLLECTED BY CONTRACTORS:					
A. PATIENT FEES					
B. PATIENT INSURANCE					
C. OTHER					
TOTAL CONTRACTOR REVENUES					
LESS MEDI-CAL/FFP					
MAXIMUM OBLIGATION	25,277	43,037	34,317	0	102,631
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:					%
A. MEDI-CAL/FFP/FEDERAL SHARE				0	0.00%
B. REALIGNMENT FUNDS				0	
C. STATE GENERAL FUNDS				0	
D. COUNTY FUNDS				0	
E. MEDI-CAL MATCHING FUNDS:					
1. _____				0	
2. _____				0	
F. OTHER: SB 90 - STATE	25,277	43,037	34,317		102,631
TOTAL (SOURCES OF FUNDING)	\$25,277	\$43,037	\$34,317	\$0	102,631 0.00%

FUNDING SOURCES DOCUMENT: _____

STAFF ANALYST SIGNATURE: _____

Doreen Flemming

DATE: _____

02/25/10

FISCAL SERVICES SIGNATURE: _____

C. D. M.

DATE: _____

3/10/10

COUNTY OF RIVERSIDE
DEPARTMENT OF MENTAL HEALTH

MH



This agreement is made and entered into by and between the County of Riverside, a political subdivision of the state of California, hereinafter referred to as COUNTY and Villa Santa Maria, hereinafter referred to as CONTRACTOR.

PREAMBLE:

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

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

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

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto mutually agree, as provided on pages 1 through 37 and Exhibits A, B, and C attached hereto and incorporated herein.

CONTRACTOR

COUNTY

By: Joseph J. McGill
Print Name: Joseph J. McGill
Date: 6/15/10

By: Marion Ashley
Marion Ashley, Chairman, Board of Supervisors
Date: JUN 29 2010
Attest by: Kecia Harper-Ihem
Kecia Harper-Ihem, Clerk of the Board

FORM APPROVED COUNTY COUNSEL
BY: LARISA R-MCKENNA DATE: 6/16/10

JUN 29 2010 3.44

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I

DESCRIPTION OF SERVICES:

CONTRACTOR agrees to provide services in the form as described in Exhibit A, attached hereto and by reference incorporated herein.

II

PERIOD OF PERFORMANCE:

This contract shall be effective as of December 26, 2009, and continue in effect through June 30, 2010. The contract may thereafter be renewed annually, up to an additional three (3) years, subject to the availability of funds.

III

REIMBURSEMENT AND PAYMENT:

In consideration of services provided by CONTRACTOR, COUNTY shall reimburse CONTRACTOR in the amount and manner described in Exhibit C, attached hereto and by this reference incorporated herein. CONTRACTOR shall submit their National Provider Identification (NPI) to the COUNTY before reimbursement can be processed.

- A. All HIPPA covered healthcare providers must obtain an NPI. Provider site NPIs must be submitted to the Riverside County Department of Mental Health (RCDMH) Information Services Unit prior to rendering services to clients. Contractors providing Medi-Cal billable services must also submit rendering (individual) provider NPIs to RCDMH Information Services Unit for each staff member providing Medi-Cal billable services. Contractor reimbursement will no be processed unless NPIs are on file with RCDMH in advance of providing services to clients. It is the responsibility of each contract provider site and individual staff member that bills Medi-Cal to obtain an NPI from the National

1 Plan and Provider Enumeration System (NPPES). Each contract site, as well as every staff
2 member that provides billable services, is responsible for notifying the National Plan and
3 Provider Enumeration System (NPPES with 30 days of any updates to personal
4 information (worksite address, name changes, taxonomy code changes, etc.).
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6 IV

7 PROGRAM SUPERVISION, MONITORING AND REVIEW:

8 Pursuant to Welfare & Institutions Code (WIC), Section 5608, services hereunder shall
9 be provided by CONTRACTOR under the general supervision of the County Director of
10 Mental Health, hereinafter called DIRECTOR, or his authorized designee. CONTRACTOR
11 agrees to extend to DIRECTOR, his designee, the COUNTY Contract Monitoring Team, and
12 to authorized State representatives, the right to review and monitor CONTRACTOR'S
13 facilities, programs, policies, practices, books, records, or procedures at any reasonable time.
14 In exercising the right to review or monitor CONTRACTOR'S administrative, clinical, fiscal
15 and program components, staff, and facility(ies), the COUNTY shall enforce applicable
16 contract provisions and COUNTY policies with regards to threats and violent behavior or
17 harassment in the workplace concerning its employees.
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20 If at any point during the duration of this Agreement, the COUNTY determines
21 CONTRACTOR is out of compliance with any provision in this Agreement, the COUNTY
22 may request a plan of correction, after providing the CONTRACTOR with written notification
23 and the basis for the finding of noncompliance. Within thirty (30) days of receiving
24 notification, the CONTRACTOR shall provide a written plan of corrective action addressing
25 the non-compliance.
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1 CONTRACTOR is responsible for payment and deduction of all employment-related taxes on
2 CONTRACTORS' behalf and for CONTRACTORS' employees, including but not limited to
3 all Federal and State income taxes and withholdings. COUNTY shall not be required to make
4 any deductions from compensation payable to CONTRACTOR for these purposes.
5 CONTRACTOR shall indemnify COUNTY against any and all claims that may be made
6 against COUNTY based upon any contention by a third party that an employer-employee
7 relationship exists by reason of this contract; and CONTRACTOR shall indemnify COUNTY
8 for any and all federal or state withholding or retirement payments which COUNTY may be
9 required to make pursuant to federal or state law.
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12 Contractor shall maintain as appropriate the following:

- 13 a) Articles of Incorporation;
 - 14 b) Amendments of Articles;
 - 15 c) List of agency's Board of Directors and Advisory Board;
 - 16 d) A resolution indicating who is empowered to sign all contract
17 documents pertaining to the agency;
 - 18 e) By-laws and minutes of Board meetings;
- 19
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22 VI

23 ADMINISTRATIVE CHANGE IN STATUS:

24 A. If, during the term of the Agreement, there is a change in CONTRACTOR'S status, a
25 detailed description of the change must be submitted to COUNTY in writing at least sixty
26 (60) days prior to the effective date of the change. A change in status is defined as a name
27 change not amounting to a change of ownership, moving a facility's service location within
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1 the same region, closing a facility with services being offered in another already existing
2 contracted facility, or change in services offered without an increase to the contract
3 maximum. Other changes to the contract may result in a more formal contract amendment.
4
5 Involuntary changes of status due to disasters should be reported to the COUNTY as soon as
6 possible.

7 B. CONTRACTOR is responsible for providing to the COUNTY, annually, at the
8 beginning of each fiscal and upon execution of the CONTRACTOR'S agreement, emergency
9 and/or after hour contact information for the CONTRACTOR'S organization.
10 CONTRACTOR emergency and/or after hour contact information shall include, but is not
11 limited to, first and last name of emergency and/or after hour contact, telephone number,
12 cellular phone number, and applicable address(s). Contractor shall provide this information
13 to the COUNTY at the same time the CONTRACTOR provides the COUNTY with annual
14 insurance renewals and/or changes to insurance coverage.
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17 C. CONTRACTOR shall be responsible for updating this information, immediately and in
18 writing, when changes in CONTRACTOR'S emergency and/or after contact information
19 happens during the fiscal year or prior to the end of the fiscal year. Written CONTRACTOR
20 updates of this information shall be provided to the COUNTY in accordance with Section
21 XXXIII-Notices of this agreement.
22

23 VII

24 DELEGATION AND ASSIGNMENT:

25 CONTRACTOR may not delegate the obligations hereunder, either in whole or in part,
26 without prior written consent of COUNTY; provided, however, obligations undertaken by
27 CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts,
28 provided such subcontracts are approved in writing by DIRECTOR (or his designee), meet

1 the requirements of this Agreement as they relate to the service or activity under subcontract,
2 and include any provisions that DIRECTOR (or his designee) may require. No subcontract
3 shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this
4 Agreement.
5

6 CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
7 prior written consent of COUNTY. Any attempted assignment or delegation in derogation of
8 this paragraph shall be void. Any change in the corporate or business structure of
9 CONTRACTOR, such as a change in ownership or majority ownership change resulting in a
10 change to the Federal Tax Id, shall be deemed an assignment for purposes of this paragraph.
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13 VIII

14 ALTERATION:

15 No alteration or variation of the terms of this Agreement shall be valid unless made in
16 writing and signed by the parties hereto, and no verbal understanding or Agreement not
17 incorporated herein, shall be binding on any of the parties hereto.
18

19 IX

20 LICENSE(S)/CERTIFICATION(S):

21 CONTRACTOR warrants that it has all necessary licenses, permits, approvals, certifications,
22 waivers and exemptions necessary to provide services hereunder and required by the laws or
23 regulations of the United States, State of California, the COUNTY OF RIVERSIDE and all
24 other appropriate governmental agencies, and agrees to maintain these throughout the term of
25 this Agreement. Examples of license(s)/certifications include; Fire clearance and zoning
26 permit; business license, community care license and/or Medi-Cal certification as
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1 appropriate. CONTRACTOR shall notify DIRECTOR, or his designee, immediately and in
2 writing of its inability to maintain, irrespective of the pendency of an appeal, such licenses,
3 permits, approvals, certifications, waivers or exemptions
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6 X

7 INDEMNIFICATION:

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

21 XI

22 INSURANCE:

23 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold
24 harmless the County of Riverside and the State of California, CONTRACTOR shall procure and
25 maintain or cause to be maintained, at its sole cost and expense, the following insurance
26 coverages during the term of this Agreement.

27 A. Workers' Compensation:

28 If CONTRACTOR has employees as defined by the State of California, CONTRACTOR
shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of

1 the State of California. Policy shall include Employers' Liability (Coverage B) including
2 Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy
3 shall be endorsed to waive subrogation in favor of the County of Riverside; and, if
4 applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

5 **B. Commercial General Liability:**

6 Commercial General Liability insurance coverage, including but not limited to, premises
7 liability, contractual liability, completed operations, personal and advertising injury covering
8 claims which may arise from or out of CONTRACTOR'S performance of its obligations
9 hereunder, whether such operations, use or performance by CONTRACTOR, and, including
10 but not limited to, any subcontractor, vendor, or anyone employed directly or indirectly by
11 them or volunteers serving either of them. Policy shall name all Agencies, Districts, Special
12 Districts, and Departments of the County of Riverside, the State of California, their
13 respective directors, officers, Board of Supervisors, employees, elected and appointed
14 officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not
15 be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a
16 general aggregate limit, it shall apply separately to this agreement or be no less than two (2)
17 times the occurrence limit.

18 **C. Vehicle Liability:**

19 If CONTRACTOR uses any vehicles or mobile equipment in the performance of the
20 obligations under this Agreement, CONTRACTOR shall maintain liability insurance for all
21 owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence
22 combined single limit. If such insurance contains a general aggregate limit, it shall apply
23 separately to this agreement or be no less than two (2) times the occurrence limit. Policy
24 shall name, all Agencies, Districts, Special Districts, and Departments of the County of
25 Riverside, the State of California, their respective directors, officers, Board of Supervisors,
26 employees, elected and appointed officials, agents or representatives as Additional Insureds.
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1 D. Professional Liability:

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

15 E. General Insurance Provisions - All lines:

- 16 1. Any insurance carrier providing insurance coverage hereunder shall be admitted to
17 the State of California and have an A.M. BEST rating of not less than an A: VIII (A:
18 8) unless such requirements are waived, in writing, by the COUNTY Risk Manager.
19 If the County's Risk Manager waives a requirement for a particular insurer such
20 waiver is only valid for that specific insurer and only for one policy term.
- 21 2. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or
22 self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000
23 per occurrence such deductibles and/or retentions shall have the prior written consent
24 of the County Risk Manager before the commencement of operations under this
25 Agreement. Upon notification of deductibles or self insured retentions which are
26 deemed unacceptable to the COUNTY, at the election of the COUNTY'S Risk
27 Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such
28 deductibles or self-insured retentions as respects this Agreement with the COUNTY,

1 or 2) procure a bond which guarantees payment of losses and related investigations,
2 claims administration, defense costs and expenses.

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

1 and/or deductibles and/or self-insured retentions or self-insured programs shall not be
2 construed as contributory.

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

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

8 XII

9 LIMITATION OF COUNTY LIABILITY:

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

14 XIII

15 WARRANTY AGAINST CONTINGENT FEES:

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

25 NONDISCRIMINATION:

26 A. Employment.
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1. Affirmative Action shall be taken to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, age, sexual preference, or physical or mental handicap. Such affirmative action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from DIRECTOR, or his designee, and/or the United States Equal Employment Opportunity Commission setting forth the provisions of this Section.
2. All solicitations or advertisements for recruitment of employment placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age, sexual preference, or physical or mental handicap.
3. Each labor union or representative of workers with which CONTRACTOR has a collective bargaining Agreement or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. In the event of noncompliance with this section or as otherwise provided by State and Federal law, this Agreement may be terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible from further contracts involving State funds.

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B. Services, Benefits, and Facilities:

1. CONTRACTOR shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, gender, age, sexual preference, marital status, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

2. CONTRACTOR shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from CONTRACTOR of a complaint with respect to any alleged discrimination in the provision of services by CONTRACTOR'S personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with CONTRACTOR'S resolution of the matter, shall be referred by CONTRACTOR to DIRECTOR, or his authorized designee, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with COUNTY'S resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the appropriate federal or state agencies. CONTRACTOR will maintain a written log of complaints for a period of seven (7) years.

3. CONTRACTOR will maintain a safe facility pursuant to Title 9, Division 1 of the California Code of Regulations.

1 4. As applicable, CONTRACTOR will store and dispense medications in
2 compliance with all applicable State and Federal laws and regulations and COUNTY'S
3 "Medication Guidelines," available from the COUNTY Quality Improvement-
4 Outpatient Division.
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6 XV

7 PERSONS WITH DISABILITIES:

8 CONTRACTOR agrees to comply with the provisions of Section 504 of the
9 Rehabilitation Act of 1973, as amended (29 USC 794) and all requirements as imposed by the
10 applicable Federal Department of Health and Human Services (DHHS) regulations (45 CFR
11 84), and all guidelines and interpretations issued pursuant thereto.
12

13 XVI

14 REPORTS:

- 15 A. CONTRACTOR must adhere to Federal, State, and County reporting requirements as
16 mandated by law. The COUNTY shall provide instruction and direction regarding
17 County policies and procedures for meeting requirements.
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- 19 B. CONTRACTOR shall provide the COUNTY with applicable reporting documentation
20 as specified and/or required by the COUNTY, State Department of Mental Health and
21 Federal guidelines. COUNTY may provide additional instructions on reporting
22 requirements.
23
- 24 C. Contractor may participate in the COUNTY'S Management Information System as
25 required by the DIRECTOR, or his designee. CONTRACTOR is required to report
26 program, client and staff data about the CONTRACTOR'S program and services, by the
27 fifth (5th) working day of each month.
28

1 D. Title 9 Reporting Requirements "CONTRACTOR shall comply with the State reporting
2 requirements pursuant to the California Code of Regulations, Title 9, section 10561.
3 upon the occurrence of any of the events listed hereafter, the CONTRACTOR shall make
4 a telephonic report to the State department licensing staff (hereinafter "State") within one
5 (1) working day. The telephonic report is to be followed by a written report to the
6 COUNTY within twenty-four (24) hours of the incident and within seven (7) days of the
7 event to the State. If a report to local authorities exists which meets the requirements
8 cited, a copy of such a report will suffice for the written report required by the State.
9

10
11 (1) Events reported shall include:

- 12 (a) Death of any resident from any cause
13 (b) Any facility related injury or any resident which requires medical
14 treatment
15 (c) All cases of communicable disease reportable under Section 2502 of
16 Title 17, California Code of Regulations shall be reported to the local
17 health officer in addition to the State.
18 (d) Poisonings
19 (e) Catastrophes such as flooding, tornado, earthquake or any other
20 natural disaster
21 (f) Fires or explosions which occur in or on the premises

22 (2) Information provided shall include the following:

- 23 (a) Residents' name, age, sex, and date of admission
24 (b) Date, time and nature of the event
25 (c) Attending physician's name, findings and treatment, if any.
26 (d) The items below shall be reported to the State within ten (10) working
27 days following the occurrence.
28 (i) The organizational changes specified in Section 1053 (a) of
this subchapter
(ii) Any change in the licensee's or applicants mailing address.

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

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E. COUNTY reserves the right to perform further investigations(s) of any and all adverse incidents as outlined in subparagraph D above at their discretion, and based on the outcome of the adverse incident investigation; we may suspend referrals or terminate CONTRACTOR contract until COUNTY receives corrective action.

XVII

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law.

XVIII

CONFIDENTIALITY OF CLIENT INFORMATION:

CONTRACTOR shall maintain the confidentiality of all client identifying information contained in records, including but not limited to patient/client records/charts, billing records, research and client identifying reports, and the COUNTY'S client management information system (SPUDS) in accordance with WIC Sections 14100.2 and 5328 et seq, Title 42 Code of Federal Regulations, Section 431.300 et seq., Section 1320 D et seq, of Title 42, United States Code and it's impending regulations (including but not limited to Title 45, CFR, Parts 142, 160, 162, 164) and all other applicable current or future COUNTY, State and Federal laws, regulations, ordinances and directives relating to confidentiality and security of client records and information.

- 1 A. The CONTRACTOR shall protect from unauthorized disclosure, confidential client
2 identifying information obtained or generated in the course of providing services pursuant
3 to this contract except for non-identifying statistical information. The CONTRACTOR
4 shall not use identifying information for any purpose other than carrying out the
5 CONTRACTOR'S obligations under this contract.
6
- 7 B. The CONTRACTOR shall not disclose confidential client identifying information except
8 as authorized by client, clients' legal representative or as permitted by Federal or State law,
9 to anyone other than the COUNTY or State without prior valid authorization from the
10 client or clients' legal representative in accordance with State and Federal laws. Any
11 disclosures made shall be logged and the log maintained in accordance with State and
12 Federal law.
13
- 14 C. If CONTRACTOR receives any requests by subpoena, from attorneys, insurers or
15 beneficiaries for copies of bills, CONTRACTOR will provide the COUNTY with a copy of
16 any document released as a result of such request, and will provide the name, address and
17 telephone number of the requesting party.
18
- 19 D. For purposes of the above paragraphs, identifying information is considered to be any
20 information that reasonably identifies an individual and their past, present, or future
21 physical or mental health or condition. This includes, but is not limited to, any
22 combination of the person's name, address, Social Security Number, date of birth,
23 identifying number, symbol, or other identifying particular assigned to the individual, such
24 as finger or voice print, or photograph.
25
- 26 E. Notification of Electronic Breach or Improper Disclosure: During the term of this
27 Agreement, CONTRACTOR shall notify COUNTY, immediately upon discovery of any
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1 breach of Medi-Cal Protected Health Information (PHI) and/or data, where the information
2 and/or data is reasonably believed to have been acquired by an authorized person.
3 Immediate notification shall be made to the COUNTY Mental Health Compliance Officer
4 within two business days of discovery at (800) 413-9990. The CONTRACTOR shall take
5 prompt corrective action to cure any deficiencies and any action pertaining to such
6 unauthorized disclosure required by applicable Federal and State Laws and regulations.
7 The CONTRACTOR shall investigate such breach and provide a written report of the
8 investigation to the COUNTY Mental Health Compliance Officer, postmarked within thirty
9 (30) working days of the discovery of the breach to the address below.
10
11

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

17 F. *Safeguards.* The CONTRACTOR shall implement administrative, physical, and technical
18 safeguards that reasonably and appropriately protect the confidentiality, integrity, and
19 availability of the protected health information, included electronic PHI, that it creates,
20 receives, maintains, or transmits on behalf of DMH; and to prevent use or disclosure of PHI
21 other than as provided for by this Agreement. CONTRACTOR shall develop and maintain
22 a written information privacy and security program that includes administrative, technical
23 and physical safeguards appropriate to the size and complexity of the CONTRACTOR's
24 operations and the nature and scope of its activities. CONTRACTOR shall provide
25 COUNTY with information concerning such safeguards as COUNTY may reasonably
26 requests from time to time.
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1 G. The CONTRACTOR shall implement strong access controls and other security safeguards
2 and precautions as noted in the following to restrict logical and physical access to
3 confidential, personal (e.g., PHI) or sensitive data to authorized users only. The
4 CONTRACTOR shall enforce the following administrative and technical password
5 controls on all systems used to process or store confidential, personal, or sensitive data:
6

7 1. Passwords must not be:

8 A. shared or written down where they are accessible or recognizable by anyone
9 else, such as taped to computer screens, stored under keyboards, or visible in a work
10 area
11

12 B. a dictionary word

13 C. Stored in clear text
14

15 2. Passwords must be:

16 A. 8 characters or more in length

17 B. changed every 90 days

18 C. changed immediately if revealed or compromised

19 D. composed of characteristics from at least three of the following four groups
20 from the standard keyboard:

21 1. Upper Case letter (A-Z);

22 2. Lower case letters (a-z);

23 3. Arabic numerals (0 through 9); and
24

25 4. Non-alphanumeric characters (punctuation symbols)
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1 H. The CONTRACTOR shall implement the following security controls on each
2 workstation or portable computing device (e.g., laptop computer) containing confidential,
3 personal, or sensitive data:
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- 5 1. network-based firewall and/or personal firewall
- 6 2. continuously updated anti-virus software
- 7 3. Patch management process including installation of all operating system/software
8 vendor security patches.

9
10 I. The CONTRACTOR shall utilize a commercial encryption solution that has received
11 FIPS 140 –2 validation to encrypt all confidential, Personal, or sensitive data stored on portable
12 electronic media (including, but not limited to, CDs and thumb drives) and on portable
13 computing devices (including, but not limited to, laptop and notebook computers).

14 The CONTRACTOR shall not transmit confidential, personal, or sensitive data via-e-mail or
15 other internet transport protocol unless the data is encrypted by a solution that has been
16 validated by the National Institute of Standards and Technology (NIST) as conforming to the
17 Advanced Encryption Standard (AES) Algorithm.
18

- 19 1. Mitigation of Harmful Effects. The CONTRACTOR shall mitigate, to the extent
20 practicable, any harmful effect that is known to CONTRACTOR of a use or
21 disclosure of PHI by CONTRACTOR or its subcontractors in violation of the
22 requirements of these Provisions.
23
- 24 2. Employee Training and Discipline. The CONTRACTOR shall train and use
25 reasonable measures to ensure compliance with the requirements of these Provisions
26 by employees who assist in the performance of functions or activities on behalf of
27 COUNTY under this Agreement and use or disclose PHI; and discipline such
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1 employees who intentionally violate any of these Provisions, including termination
2 of employment.

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

10 4. Interpretation. The terms and conditions in these Provisions shall be interpreted as
11 broadly as necessary to implement and comply with HIPAA, the HIPAA
12 regulations and applicable State laws. The parties agree that any ambiguity in the
13 terms and conditions of these Provisions shall be resolved in favor of a meaning
14 that complies and is consistent with HIPAA and the HIPAA regulations.
15

16 CONTRACTOR shall require all its officers, employees, associates, and agents providing
17 services hereunder to acknowledge, in writing, understanding of and Agreement to comply
18 with said confidentiality provisions.
19

20 XIX

21 RECORDS:

22 All records shall be available for inspection by the designated auditors of COUNTY, State
23 Department of Mental Health, State Department of Justice, State Department of Health
24 Services, U.S. Department of Health and Human Services and the U.S Office of the Inspector
25 General at reasonable times during normal business hours. Records include, but are not
26 limited to all physical and electronic records originated or prepared pursuant to the
27 performance under this contract including, but not limited to, working papers, reports,
28

1 financial records or books of account, medical records, prescription files, subcontracts, any
2 and other documentation pertaining to medical and non-medical services for clients. Upon
3 request, at any time during the period of this contract, the CONTRACTOR will furnish any
4 such record or copy thereof, to the COUNTY. CONTRACTOR shall be subject to the
5 examination and audit of the Office of the Inspector General for a period of three (3) years
6 after final payment under contract.
7

8 A. Medical Records. CONTRACTOR shall adhere to the licensing authority, the State
9 Department of Social Services, the State Department of Mental Health and Medi-Cal
10 documentation standards, as applicable. CONTRACTOR shall maintain adequate
11 medical records on each individual patient which includes at a minimum, a client care
12 plan, diagnostic procedures, evaluation studies, problems to be addressed, medications
13 provided, and records of service provided by the various personnel in sufficient detail to
14 make possible an evaluation of services, including records of patient interviews and
15 progress notes.
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18 B. Financial Records. CONTRACTOR shall maintain complete financial records that
19 clearly reflect the cost of each type of service for which payment is claimed. Any
20 apportionment of costs shall be made in accordance with generally accepted accounting
21 principles and shall evidence proper audit trails reflecting the true cost of the services
22 rendered. Allowable costs shall be those costs defined in Centers for Medicare and
23 Medicaid Services Manual.(CMS 15-1). Statistical data shall be kept and reports made as
24 required by the DIRECTOR, or his designee, and the State of California. All such
25 records shall be available for inspection by the designated auditors of COUNTY or State
26 at reasonable times during normal business hours.
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- 1 C. Financial Record Retention. Appropriate financial records shall be maintained and
2 retained by CONTRACTOR for at least five (5) years or, in the event of an audit
3 exception and appeal, until the audit finding is resolved, whichever is later.
4
- 5 D. Patient/Client Record Retention. Patient/Client records shall be maintained and retained
6 by CONTRACTOR for a minimum of seven (7) years following discharge of the client.
7 Records of minors shall be kept for seven (7) years after such minor has reached the age
8 of eighteen years. Thereafter, the client file is retained for seven (7) years after the client
9 has been discharged from services.
10
- 11 E. Shared Records/Information. CONTRACTOR and COUNTY shall maintain a reciprocal
12 shared record and information policy, which allows for sharing of client records and
13 information between CONTRACTOR and COUNTY. Either COUNTY or
14 CONTRACTOR shall not release these client records or information to a third party
15 without a valid authorization.
16
- 17 F. COUNTY is the owner of all patient care/client records. In the event that the contract is
18 terminated, the CONTRACTOR is required to prepare and box the client medical records
19 so that they can be archived by the County, according to procedures developed by the
20 County. The COUNTY is responsible for taking possession of the records and storing
21 them according to regulatory requirements. The COUNTY is required to provide the
22 CONTRACTOR with a copy of any medical record that is requested by the
23 CONTRACTOR, as required by regulations, at no cost to the CONTRACTOR, and in a
24 timely manner.
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3 STAFFING:

4 CONTRACTOR shall comply with the staffing expectations as required by state licensing
5 requirements and as may be additionally described in Exhibit A. Such personnel shall be
6 qualified, holding appropriate license(s)/certificate(s) for the services provided in accordance
7 with the WIC Section 5751.2, the requirements set forth in Title 9 of the California Code of
8 Regulations (CCR), the Business and Professions Code, State Department of Mental Health
9 policy letters, and any amendments thereto. CONTRACTOR shall maintain specific job
10 descriptions/duty statements for each position describing the assigned duties, reporting
11 relationship, and shall provide sufficient detail to serve as the basis for an annual performance
12 evaluation. Furthermore, CONTRACTOR acknowledges all its officers; employees,
13 associates, and agents providing services hereunder are eligible for reimbursement for said
14 services by their exclusion from the Federal "List of Excluded Parties" registry.
15

16
17 A. During the term of this Agreement, CONTRACTOR shall maintain and shall provide upon
18 request to authorized representatives of COUNTY, the following:

- 19
- 20 1. A list of persons who are providing services hereunder by name, title, professional
21 degree, licensure, experience, credentials, Cardiopulmonary Resuscitation, First
22 Aid training, languages spoken, Race/Ethnicity with an option to select "Prefer
23 Not to Say" and any other information deemed necessary by the Director or
24 designee.
 - 25 2. Personnel policies and procedures;
 - 26 3. Personnel file for each staff member (including subcontractors, as approved by
27 COUNTY and volunteers) that includes at minimum the following:
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- i.Resume/application, proof of current licensure, certification, registration;
- ii.List of Training;
- iii.Annual job performance evaluation; and,
- iv.Personnel action document for each change in status of the employee.

- B. CONTRACTOR shall provide an initial orientation to the program, program goals, policy and procedure review, emergency procedures and treatment services.
- C. CONTRACTOR shall institute and maintain an in-service training program of treatment review and case conferences in which professional and other appropriate personnel shall participate.
- D. Contractor shall have appropriate staff trained and/or certified in CPR, First Aid, Emergency/Disaster Planning, non-violent crisis intervention, de-escalation of agitation and potential violence, and procedures to protect both staff and the clients from violent behavior.
- E. Training plans shall be documented and discussed with staff. Continuing development of staff expertise shall be encouraged.
- F. The CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable State and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8, commencing with Section 5200, of Part 5 of Division 9 of the Family Code.
- G. In accordance with section 6032 of the Deficit Reduction Act of 2005, Contractor shall establish and disseminate written policies for all employees that include detailed information about the False Claims Act and the other provisions named in section 1902(a)(68)(A). Included in these written policies shall be detailed information about

1 contractor's policies and procedures for detecting and preventing fraud, waste, and abuse in
2 federal, state and local health care programs. Contractor shall also include in any employee
3 handbook a specific discussion of the laws described in the written policies, the rights of
4 employees to be protected as whistleblowers, and a specific discussion of Contractor's
5 policies and procedures for detecting and preventing fraud, waste and abuse.
6

7 H. CONTRACTOR shall follow all Federal, State and County policies, laws and regulations
8 regarding Staffing and/or Employee compensation. CONTRACTOR shall not pay or
9 compensate any of its Staff, Personnel or Employees by means of cash. All payment or
10 compensation made to CONTRACTOR staff, Personnel and/or Employees in association
11 with the fulfillment of this agreement shall be made by means of Staff, Personnel and/or
12 Employee Certified Payroll only.
13

14 XXI

15 CULTURAL COMPETENCY:

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17 A. CONTRACTOR shall provide services pursuant to this Agreement in a culturally
18 competent manner by recruiting, hiring and maintaining staff that can deliver services in
19 the manner specified to the diverse multi-cultural population served under this Agreement.
20 CONTRACTOR shall provide multi-cultural services in a language appropriate and
21 culturally sensitive manner, in a setting accessible to diverse communities. Multi-cultural
22 diversity includes, but is not limited to, ethnicity, age, sexual preference, gender and
23 persons who are physically challenged. CONTRACTOR shall document its efforts to
24 provide multi-cultural services in the manner specified. Documentation may include, but
25 not be limited to, the following: records in personnel files attesting to efforts made in
26 recruitment and hiring practices; participation in COUNTY sponsored and other cultural
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1 competency training; the availability of literature in multiple languages/formats as
2 appropriate: and identification of measures taken to enhance accessibility for, and
3 sensitivity to, physically challenged individuals.
4

5 1. CONTRACTOR shall demonstrate program access; linguistically appropriate and
6 timely mental health service delivery; staff training; and organizational policies and
7 procedures related to the treatment of culturally diverse populations.

8 CONTRACTOR shall perform specific outcome studies, on-site reviews and written
9 reports as requested by COUNTY and made available to the COUNTY upon
10 request.
11

12 2. CONTRACTOR shall provide services that are non-discriminatory and that meet the
13 individual needs of the multi-cultural client(s) to be served. CONTRACTOR shall
14 ensure that high quality accessible mental health care includes:
15

16 a. Clinical care and therapeutic interventions which are linguistically and
17 culturally appropriate; including, at a minimum, admission, discharge, and
18 medication consent forms available in Spanish.

19 b. Have a comprehensive management strategy to address culturally and
20 linguistically appropriate services, including strategic goals, plans, policies,
21 procedures, and designated staff responsible for implementation.
22

23 c. Medically appropriate interventions which acknowledge specific cultural
24 influences.
25

26 d. Provision and utilization of qualified interpreters within twenty-four (24) hours
27 of identified need.
28

- 1 e. Screening and certification of interpreters as specified in subparagraph 3a
2 below.
3
4 f. Training to mental health providers in building the cultural knowledge and skill
5 required to provide culturally appropriate treatment of client population served.
6 g. Develop and implement a strategy to recruit, retain, and promote qualified,
7 diverse and culturally competent administrative, clinical, and support staff that
8 are trained and qualified to address the needs of the culturally diverse
9 population of the communities being served.
10
11 h. Client related information translated into the various languages of the diverse
12 populations served.
13
14 i. Provide oral and written notices, including translated signage at key points of
15 contact, to clients in their primary language, informing them of their right to
16 receive no-cost interpreter services.
- 17 3. CONTRACTOR shall cause to be available bilingual professional staff or qualified
18 interpreter to ensure adequate communication between clients and mental health
19 staff. Any individual with limited English language capability or other
20 communicative barriers, shall have equal access to mental health services.
21
22 a. A qualified interpreter is defined as someone who is fluent in English and in the
23 necessary second language, who can accurately speak, read and readily interpret
24 the necessary second language and/or accurately sign and read sign language. A
25 qualified interpreter must be able to translate in linguistically appropriate mental
26 health terminology necessary to convey information such as symptoms or
27 instructions to the client in both languages
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b. A fluently bilingual person, who is not trained in the provision of mental health services, must complete training prior to providing services, which covers terms and concepts associated with mental illness, psychotropic medications, and cultural beliefs and practices which may influence the client's mental health condition.

4. CONTRACTOR agrees to comply with the COUNTY'S Cultural Competency Plan set forth in the Board of Supervisors approved Cultural Competency Plan. The Cultural Competency Plan may be obtained from the COUNTY'S website at www.mentalhealth.co.riverside.us or by contacting the COUNTY'S Cultural Competency Manager or designee upon written request via certified mail or facsimile to:

Riverside County Department of Mental Health Cultural Competency Program
P. O. Box 7549
Riverside, California 92513
Attention: Cultural Competency Manager
Fax: 951-358-4792

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

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

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

11
 12
 13 8. CONTRACTOR will be responsible for reporting back to the COUNTY annually in
 14 writing all cultural competency related training that staff members have taken. The
 15 following format is recommended:
 16

Name of Training Event	Description of Training	How long and how often attended	Attendance by Service Function	No. of Attendees and Total	Date of Training	Name of Presenter
Example: Cultural Competency Introduction	Overview of cultural competency issues in mental health treatment settings.	Four hours annually	*Direct services *Direct Services Contractors *Administrati on *Interpreters	15 20 4 2 Total 41	1/21/10	John Doe

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 23 CONTRACTOR training information shall be submitted via facsimile to 951-358-
 24 4792 to the attention of the COUNTY Cultural Competency Program Manager on
 25 or before June 30th of each fiscal year.
 26
 27
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1 9. CONTRACTOR is responsible for notifying the COUNTY Cultural Competency
2 Program Manager in writing if the June 30th deadline can not be met.
3 CONTRACTOR will be responsible for requesting an extension from the
4 COUNTY'S Cultural Competency Program Manager. All requests for extensions
5 must be put in writing and mailed or faxed to the COUNTY'S Cultural Competency
6 Program Manager at the contact information listed herein.
7

8 XXII

9 INFORMING MATERIALS

10 CONTRACTOR shall provide each client with certain informing materials about client's
11 rights and CONTRACTOR'S processes upon admission and upon request by client. The
12 informing materials include, but may not be limited to; Grievance Process and Appeal
13 Procedures, Advance Medical Directive, Notice of Privacy Practices, voter registration. These
14 informational materials can be found on the COUNTY Department of Mental Health website, as
15 identified in Exhibit B.

16 A. CONTRACTOR shall provide all clients with a Notice of Privacy Practices information
17 brochure or pamphlet during the time of the client's first visit. The CONTRACTOR is
18 subsequently responsible for reissuing the Notice of Privacy Practices information brochure or
19 pamphlet to all clients every three (3) years at a minimum and/or every time the Notice of
20 Privacy Practices information is updated and/or changes.
21

22 XXIII

23 CONFLICT OF INTEREST:

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

PATIENT RIGHTS:

CONTRACTOR shall observe patient rights as provided in the WIC Section 5325 and Title 9 and Title 22, Division 4.5 of the California Code of Regulations (CCR's). Patient Rights information is available on the COUNTY Department of Mental Health website. COUNTY Patients' Rights Advocates will be given access to clients, clients' records, and facility personnel to monitor the CONTRACTOR'S compliance with said statutes and regulations.

XXV

FAIR HEARING:

State and Federal law guarantees beneficiaries a right to a Fair Hearing if services are being denied, terminated, or reduced. CONTRACTOR shall comply with the process established by Federal and State laws and regulations.

XXVI

WAIVER OF PERFORMANCE:

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

XXVII

FEDERAL AND STATE STATUTES:

CONTRACTOR shall adhere to Title XXII of the Social Security Act and comply with all other applicable Federal and State statutes and regulations, including but not limited to laws and regulations listed in Exhibit B.

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XXVIII

DRUG-FREE WORKPLACE CERTIFICATION:

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

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of controlled substances is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355 (a) to inform employees about all of the following:
1. The dangers of drug abuse in the workplace.
 2. The CONTRACTOR'S policy of maintaining a drug-free workplace.
 3. Any available counseling, rehabilitation, and employee assistance programs and
 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Provide as required by Government Code Section 8355 (a) that every employee who works on the proposed contract:
1. Will receive a copy of the CONTRACTOR'S drug-free policy statement, and
 2. Will agree to abide by the terms of the CONTRACTOR'S statement as a condition of employment on the contract.
- D. Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both and the CONTRACTOR may be

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

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

5
6 XXIX

7 TERMINATION PROVISIONS:

- 8 A. Either party may terminate this Agreement without cause, upon sixty (60) days written
9 notice served upon the other party.
- 10 B. The COUNTY may terminate this Agreement upon thirty (30) days written notice
11 served upon the CONTRACTOR if sufficient funds are not available for continuation
12 of services.
- 13 C. The COUNTY reserves the right, to terminate the contract without warning at the
14 discretion of the Director or designee, when CONTRACTOR has been accused and/or
15 found to be in violation of any County, State, or Federal laws and regulations.
- 16 D. The COUNTY may terminate this Agreement with (30) days written notice due to a
17 change in status, or delegation, assignment or alteration of the Agreement.
- 18 E. The COUNTY may terminate this Agreement immediately if, in the opinion of the
19 Director of Mental Health, CONTRACTOR fails to provide for the health and safety of
20 patients served under this contract. In the event of such termination, the COUNTY
21 may proceed with the work in any manner deemed proper to the COUNTY.
- 22 F. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY
23 may take one or more of the following actions as appropriate:
 - 24 a. Temporarily withhold payments pending correction of the deficiency.
 - 25 b. Disallow (that is deny funds) for all or part of the cost or activity not in compliance.

1 c. Wholly or partially suspend or terminate the Agreement and if necessary, request
2 repayment to COUNTY if any disallowance is rendered after audit findings.

3
4 G. After receipt of the Notice of Termination, pursuant to Paragraphs A, B, C, D, E or F
5 above, or the CONTRACTOR is notified that the Agreement will not be extended
6 beyond the termination date as specified in Section II, PERIOD OF PERFORMANCE.

7 1. CONTRACTOR shall:

8 a. Stop all services under this Agreement on the date, and to the extent specified,
9 in the Notice of Termination;

10 b. Continue to provide the same level of care as previously required under the
11 terms of this Agreement until the date of termination;

12 c. If clients are to be transferred to another facility for services, furnish to
13 COUNTY, upon request, all client information and documents deemed
14 necessary by COUNTY to affect an orderly transfer;

15 d. If appropriate, assist COUNTY in effecting the transfer of clients in a manner
16 consistent with the best interest of the clients' welfare;

17 e. Cancel outstanding commitments covering the procurement of materials,
18 supplies, equipment and miscellaneous items. In addition, CONTRACTOR
19 shall exercise all reasonable diligence to accomplish the cancellation of
20 outstanding commitments required by this Agreement, which relate to personal
21 services. With respect to these canceled commitments, the CONTRACTOR
22 agrees to provide a written plan to Director (or his designee within thirty (30)
23 days for settlement of all outstanding liabilities and all claims arising out of
24 such cancellation of commitments. Such plan shall be subject to the approval or
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ratification of the COUNTY, which approval or ratification shall be final for all purposes of this clause;

f. Transfer to COUNTY and deliver in the manner, at the times, and to the extent, if any, as directed by COUNTY, any equipment, records or other documents which, if the Agreement had been completed, would have been required to be furnished to COUNTY; and

g. Take such action as may be necessary, or as COUNTY may direct, for the protection and preservation of the equipment, records or other documents, related to this Agreement which is in the possession of CONTRACTOR and in which COUNTY has or may acquire an interest;

H. COUNTY shall continue to pay CONTRACTOR at the same rate as previously allowed until the date of termination, as determined by the Notice of Termination. The CONTRACTOR shall submit a termination claim to COUNTY promptly after receipt of a Notice of Termination, or on expiration of this Agreement as specified in Section II, PERIOD OF PERFORMANCE, but in no event, later than sixty (60) days from the effective date thereof, unless an extension, in writing, is granted by the COUNTY.

I. In instances where the CONTRACTOR agreement is terminated and/or allowed to expire by the COUNTY and not renewed for a subsequent fiscal year, COUNTY reserves the right to enter into settlement talks with the CONTRACTOR in order to resolve any remaining and/or outstanding contractual issues, including but not limited to, financials, services, billing, cost reports, etc. In such instances of settlement and/or litigation, CONTRACTOR will be solely responsible for associated costs for the organizations legal process pertaining to these matters including, but not limited to,

1 legal fees, documentation copies, and legal representatives. CONTRACTOR further
2 understands that if settlement agreements are entered into in association with this
3 agreement, the COUNTY reserves the right to collect interest on any outstanding
4 amount that is owed by the CONTRACTOR back to the COUNTY at a rate of no less
5 than 5% of the balance.
6

7 J. The rights and remedies of COUNTY provided in this section shall not be exclusive
8 and are in addition to any other rights and remedies provided by law or under this
9 Agreement.
10

11 XXX

12 DISPUTE:

13 In the event of a dispute between a designee of the DIRECTOR and the
14 CONTRACTOR over the execution of the terms of this Agreement and/or the quality of the
15 patient services being rendered, the CONTRACTOR may file a written protest with the
16 appropriate Program/Regional Manager of the COUNTY. CONTRACTOR shall continue
17 with the responsibilities under this agreement during any dispute. The Program/Regional
18 Manager shall respond to the CONTRACTOR in writing within ten (10) working days. If the
19 CONTRACTOR is dissatisfied with the Program/Regional Manager's response the
20 CONTRACTOR may file successive written protests up through the Department of Mental
21 Health's administrative levels of Program Chief, Assistant Director, and (finally) DIRECTOR.
22 Each administrative level shall have twenty (20) working days to respond in writing to the
23 CONTRACTOR. The DIRECTOR'S decision shall be final.
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XXXI

SEVERABILITY:

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

XXXII

VENUE:

Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided by this Agreement shall be tried in a court of competent jurisdiction in the COUNTY OF RIVERSIDE, CALIFORNIA, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings in any other county.

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XXXIII

NOTICES:

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

COUNTY:

INFORMATIONAL COPY:

County of Riverside
Board of Supervisors
4080 Lemon Street
Fifth Floor
Riverside, CA 92501

County of Riverside
Department of Mental Health
P.O. Box 7549
Riverside, CA 92513-7549

CONTRACTOR:

Villa Santa Maria
P. O. Box 156
Cedar Crest., NM 87008
Attn: Joseph McGill, CEO

Rev. 5/31/07 psw

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1 EXHIBIT A

2 CONTRACTOR NAME: VILLA SANTA MARIA

3 DEPT. ID/PROGRAM NO: 4100207722.83550

4 (OUT-OF-STATE RESIDENTIAL FACILITIES)

5 GENERAL MENTAL HEALTH SERVICES EXHIBIT

6 MODE OF SERVICE SERVICE FUNCTION

7 24-Hour Services Residential

8 I. SCOPE OF SERVICES:

9 This Exhibit describes and defines the array of mental health treatment services to be
10 provided to Seriously Emotionally Disturbed (SED) children and adolescents placed
11 into Villa Santa Maria residential care programs pursuant to an Individualized
12 Education Plan (IEP).

13 A. GENERAL PROGRAM OVERVIEW:

14 This CONTRACTOR provides various programs to meet the clinical needs for a
15 broad range of age-categories for boys and girls who exhibit conduct, behavioral,
16 and personality disturbances including aggressiveness, acting out, withdrawal,
17 and depression. These children may also be exhibiting various mood disorders
18 requiring psychopharmacological intervention and/or may be manifesting
19 psychological problems related to adoption, abuse, rejection, abandonment,
20 family dysfunction, or other attachment related issues. CONTRACTOR provides
21 24-hour, residential care tailored to each minor's needs, including psychotherapy,
22 accredited education and vocational training. A multi-disciplinary treatment team
23 based on team diagnosis, problem solving and support implements the various
24 components of each minor's treatment plan. Team members include a
25 psychiatrist, physician, Ph.D. psychologist, program director, social worker,
26 teacher, recreational therapist nurse and mental health counselor.

27 //

28 /

Exhibit A

1 B. SERVICES TO BE PROVIDED:

2 The CONTRACTOR's clinical model is deeply rooted in attachment theory and
3 self-regulation and emphasizes trust and relationship issues, not just behavioral
4 issues. CONTRACTOR shall provide a comprehensive mental health program
5 that includes Individual, Group, and Family Therapy, Medication Evaluation and
6 Monitoring, Crisis Interventions and Case Management/Brokerage services.
7 These services shall include a thorough written assessment of each youth's mental
8 health status to include a psychosocial history, an educational history and current
9 assessment, a medical history and current physical assessment and a
10 psychological assessment including DSM diagnosis, the development of a
11 complete treatment plan including discharge criteria, discharge plan and tentative
12 discharge date and interventions, and an integrated approach to alleviating
13 symptoms related to the patient/client's identified DSM diagnosis. This
14 CONTRACTOR provides Mental Health Services that are bundled into a single,
15 daily program unit of Intensive Treatment Services and include the following:

16 1. Individual, Group, and Family Therapy:

17 These are interventions designed to provide the maximum reduction of mental
18 disability and restoration or maintenance of functioning consistent with the
19 requirements for learning, development, independent living and enhanced
20 self-sufficiency. Services shall be directed toward achieving the
21 patient's/client's goals/desired results/personal milestones, and enabling
22 patients/clients to benefit from Special Education. For patients/clients who
23 are seriously emotionally disturbed children and adolescents, mental health
24 services provide a range of services to assist the patient/client to gain the
25 social and functional skills necessary for appropriate development and social
26 integration.

27 In order to effectively address each youth's significant deficits and symptoms
28 related to his/her diagnosis, an individualized treatment plan will outline

1 specific goals and objectives related to the mental health services that will be
2 provided. Services may be either face-to-face or by telephone contact with
3 the patient/client or significant support persons and may be provided
4 anywhere in the community. In the unusual circumstance where the
5 patient/client and/or significant other is not present, plan development
6 activities hereunder may be provided without a face-to-face or telephone
7 contact.

8 Services shall include a written assessment, evaluation, collateral, and
9 rehabilitation services; including assistance in restoring or maintaining a
10 patient's/client's or group of patients'/clients' functional skills, daily living
11 skills, social skills, grooming and personal hygiene skills, medication
12 compliance, development of support systems; counseling of the patient/client
13 and/or family; training in leisure activities integral to achieving the
14 patient's/client's goals/desired results/personal milestones; and medication
15 education.

16 2. Medication Evaluation and Monitoring:

17 If it is determined by the CONTRACTOR's psychiatrist that a youth requires
18 psychotropic medication to assist in ameliorating symptoms he/she is
19 experiencing, medication support services will be provided as part of a
20 comprehensive treatment planning process. These services include
21 prescribing, administering, dispensing and monitoring of psychiatric
22 medications necessary to alleviate the symptoms of mental illness, which are
23 provided by a staff person within the scope of practice of his/her profession.

24 Services may be either face-to-face or by telephone with the patient/client or
25 significant support persons. Services include evaluation of the need for
26 medication, clinical effectiveness and the side effects of medication; obtaining
27 informed consent; medication education, including, but not limited to,

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discussing risks, benefits and alternatives with the patient/client or significant support persons.

3. Crisis Intervention:

These services consist of a quick emergency response enabling a patient/client to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible. A crisis is an unplanned event that results in the patient's/client's need for immediate service intervention. Crisis intervention services are limited to stabilization of the presenting emergency.

Services may be either face-to-face or by telephone with the patient/client or significant support person.

4. Case Management/Brokerage:

These are provided to access medical, educational, social, pre-vocational, rehabilitative, or other needed community services for eligible patients/clients. These services provide for the continuity of care within the mental health system and related social service systems. Services shall include linkage and consultation, placement and plan development. Services may be either face-to-face or by telephone with the patient/client or significant support persons. Linkage and consultation services include:

- (a) Identification and pursuit of resources which are necessary and appropriate to implement the service plan;
- (b) Interagency and intra-agency consultation, communication, coordination, and referral; and
- (c) Monitoring service delivery, the service plan, and to ensure patient/client access to services and the service delivery system.

C. PERSONS TO BE SERVED:

CONTRACTOR shall provide services to children and adolescents, ages five (5) to fourteen (14), with a history of multiple placement failures in less restrictive

1 environments. These minors may be identified Seriously Emotionally Disturbed
2 (SED); have been assessed by Department of Mental Health; and have been
3 determined to require residential placement and mental health treatment services
4 in order to benefit from Special Education by an Individualized Education
5 Program (IEP) team and who are referred to CONTRACTOR by Director.

6 **II. RESPONSIBILITIES OF THE CONTRACTOR:**

7 CONTRACTOR shall maintain all medical and clinical records in the manner required
8 by current State Code of Regulations. In all cases documentation for mental health
9 treatment, medication support service and crisis intervention shall meet Medi-Cal or
10 State Medicaid requirements, where appropriate.

11 CONTRACTOR will accept clients referred by COUNTY placing agencies for
12 services within the scope of the CONTRACTOR's practice and will provide services
13 which are medically necessary, ethical, effective, legal and within professional
14 standards of practice. If the CONTRACTOR believes a client is inappropriate for its
15 service, the CONTRACTOR shall promptly notify the referring agency.

16 The CONTRACTOR will provide a highly structured and supervised milieu geared at
17 stabilizing children so they can function in other settings. The purpose of the program
18 is to prevent hospitalization and to return children to a less restrictive community
19 setting as soon as possible.

20 The CONTRACTOR shall remain a nonprofit provider and shall operate their program
21 in compliance with all State and Federal laws and regulations governing residential
22 facilities. The CONTRACTOR shall at all times maintain appropriate licenses to
23 operate a children's residential facilities pursuant to existing law and maintain all
24 required certifications.

25 The CONTRACTOR must ensure that the children receive all basic care and
26 supervision including, but not limited to:

- 27 1. Room and board including meals that meets daily nutritional requirements.
- 28 2. Twenty-four (24)-hour/day staffing and intensive supervision.

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3. Medical and dental care, including annual evaluations.
4. Daily structured recreational and leisure time activities.
5. On-going discussions and coordination with the education and treatment programs.
6. Personal needs.
7. Clothing.
8. Personal allowances.
9. Free phone calls to immediate family members, social workers, CASAs and mental health workers.
10. Facilitation including help with transportation for visits with immediate family. Family visits are not to be used as a disciplinary measure.
11. A therapeutic milieu shall be provided within the facility, which is geared toward the child's developmental needs and level of emotional/behavioral disorder.

The CONTRACTOR shall develop a plan on each child and family indicating the services needed by the child and the plan for how and where those needs shall be met. The plans shall also indicate the plan for services to the family and where these shall be provided. When services are provided through other local programs the CONTRACTOR shall specify how coordination of the programs are to occur. Records shall be maintained as required by all State and Federal Law and Code of Regulations. CONTRACTOR shall send copies of all Serious Incident Reports (S.I.R.s) and Child Abuse Allegations to Children's Case Management/Contract Monitor and placing agency within 2 days. Contractor shall send copies of quarterly reports to Children's Case Management and the placing agency. CONTRACTOR will notify COUNTY immediately in the event of: any known complaints against licensed staff; any restrictions in practice of license as stipulated to the State Bureau of Medical Quality Assurance, Community Care Licensing Division of the Department of Social Services of the State, or other State agency; any legal

1 suits being initiated specific to the CONTRACTOR's practice; any criminal
2 investigation of the CONTRACTOR being initiated; or any other action being
3 instituted which affects CONTRACTOR's license or practice (for example, sexual
4 harassment accusations). "Immediately" means no more than twenty-four (24) hours
5 after notice of event.

6 CONTRACTOR agrees to cooperate with the COUNTY's Program Monitoring
7 Review process, which ensures medical necessity, appropriateness, quality of care,
8 and fiscal and administrative review. This review may include clinical record peer
9 review, and other utilization review program monitoring practices. CONTRACTOR
10 will cooperate with these reviews, and will furnish necessary information, subject to
11 Federal or State confidentiality laws, and provisions of this Agreement. Additionally,
12 COUNTY Program Managers may conduct periodic facilities reviews in order to
13 assure the quality of facilities and care provided.

14 A. SERVICE DELIVERY SITE(S):

15 CONTRACTOR's facility(ies) where services are provided is (are) located at:

16 *Villa Santa Maria*

17 *19 Cirquela Road*

18 *Cedar Crest, NM 87008*

19 CONTRACTOR shall obtain the prior written consent of Director at least sixty
20 (60) days before terminating services at such location(s) and/or before
21 commencing such services at any other location(s).

22 B. QUALITY OF CARE:

23 As express conditions precedent to maturing the COUNTY's payment obligation
24 under the terms of this Agreement whether performed directly or through the
25 instrumentality of a subcontractor as permitted under this Agreement,
26 CONTRACTOR shall:

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Exhibit A

- 1 1. Take such action as required by CONTRACTOR's Medical Staff Bylaws
2 against medical staff members who violate those bylaws, as the same may be
3 from time to time amended.
- 4 2. Provide services in the same manner to beneficiaries as it provides to all
5 patients to whom it renders services.
- 6 3. Not discriminate against beneficiaries in any manner.

7 C. ADMINISTRATIVE:

8 CONTRACTOR is responsible for timely submission of service billing and
9 supportive documentation in order for COUNTY to enter all Management
10 Information System data; including service billings, Medi-Cal eligibility
11 information and Client Care Plans.

12 D. CLIENT RECORDS AND DOCUMENTATION:

13 CONTRACTOR must maintain clinical client records and meet minimum
14 documentation requirements of Coordinated Care/Rehabilitation Option per
15 COUNTY and State policy.

- 16 1. Timeliness/Frequency of Progress Notes will be documented at the frequency
17 by type of service indicated below:

18 (a) Every Service Contact:

- 19 • Mental Health Services.
- 20 • Medical Support Services.
- 21 • Crisis Intervention.

22 E. CLIENT COMPLAINT RESOLUTION/GRIEVANCE PROCEDURE:

23 CONTRACTOR will participate in the COUNTY Client Complaint/Grievance
24 Procedure, which may from time to time be amended. An informal and formal
25 appeal process has been developed to provide a method for resolving client
26 complaints. Upon treatment, all Medi-Cal clients shall be given a COUNTY
27 informational pamphlet explaining their right to file a grievance and the methods
28 available to do so. A client assistant should be available if the client needs help in

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filing an informal or formal appeal. CONTRACTOR must abide by decisions of the COUNTY grievance review panels and/or State Hearing regarding treatment services provided to clients under this Agreement. Non-compliance in the decisions of the grievance review panel and/or State Hearing may result in the revocation of this Agreement.

F. OUTCOME MEASURES:

The CONTRACTOR and the COUNTY will work jointly to monitor outcome measures as follows:

1. Ninety percent (90%) of those served will remain out of the hospital during their stay.
2. Ninety percent (90%) will move to a lower level of care upon discharge.

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EXHIBIT B - MENTAL HEALTH
LAWS, REGULATIONS AND POLICIES

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

General Regulations

- Government Code Section 8350 et. seq. (Drug-Free Workplace Act of 1990)
- Government Code 26227 (Contracting with County)
- Government Code 7550 (Reports)
- Welfare and Institutions Code 5814(b) (Information and Reporting)
- California Code of Regulations Title 9 Section 640 (Records)
- 42 Code of Federal Regulation 1320d et seq (Data Handling)
- Welfare and Institutions Code 5608 (Program Monitoring)
- Welfare and Institutions Code 5751.2 (Staffing)
- HIPAA 1996: Public Law 104-91
- <http://mentalhealth.co.riverside.ca.us>

Adult System of Care

California Welfare and Institutions Code Sections 5689 et seq.

Case Management/Service Regulations

- California Code of Regulations, Title 9, Division 1, Chapters 2, 3, 4, 4.5, 9, 11, 12 (Rehabilitative and Developmental Services)
- Welfare and Institutions Code 5610 to 5613 (Client Service Information Reporting)

1 Welfare and Institutions Code 5678-79
2 Welfare and Institutions Code 5867 (Maintenance of Effort)
3 42 Code of Federal Regulations 438.608 (Program Integrity Requirements)
4 California Welfare & Institutions Code Sections 5600.4 and 5699.4.
5
6 Charges and Billing (Financial Regulations)
7 California Welfare and Institutions Code 5651(a)(4), 5664, 5705(b)(3), 5718(c) (Cost
8 Reporting)
9 California Welfare and Institutions Code 5704.5 & 5704.6 (Expenditure Requirements)
10 Government Code 8546.7 (Audits)
11 Uniform Method of Determining Ability to Pay, State Dept. of Mental Health.
12 Centers for Medicare and Medicaid Services Manual
13
14 Child Abuse Reporting/Child Support
15 California Penal Code Sections 11164 – 11174.4 et seq.
16 Family Code, Section 5200 (Child Support)
17
18 Children System of Care
19 California Welfare and Institutions Code Section 5880 (Children System of Care)
20
21 Community Care Facilities
22 California Code of Regulations, Title 22, Division 6 (Social Security, Licensing of
23 Community Care Facilities)
24
25 Community Residential Treatment Program
26 California Welfare & Institutions Code Sections 5150 to 5152, 5600.2 to 5600.9 and
27 5672 to 5699 (Community Treatment)
28 California Welfare & Institutions Code Section 5670 et seq.

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California Code of Regulations, Title 22, Division 6.

Confidentiality

California Welfare & Institutions Code Section 5328 - 5330

California Welfare & Institutions Code Section 5330 (Monetary Penalties)

42 CFR 431.300

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

45 CFR 205.50

Elderly and Dependent Adult Abuse Reporting

California Welfare & Institutions Code Sections 15600 et seq.

Health Care Facilities

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

Occupational Safety and Health Administration (OHSA) and Cal OHSA

Homeless Mentally Disabled

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

California Welfare & Institutions Code Section 5680 et seq.

Life Support

California Welfare & Institutions Code Section 4075 to 4078

DMH Letter 03-04 (Health Care Facility Rates)

DMH Letter 86-01 (Life Support Supplemental Rate)

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Medication Protocol

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

Riverside County Mental Health “Medication Guidelines” Publication

Minors in Health Care Facilities

California Welfare & Institutions Code Section 5751.7

Negotiated Net Amount and Negotiated Net Agreements

California Welfare and Institutions Code Sections 5705 to 5716

Non Discrimination

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

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

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

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

Patients Rights

California Welfare & Institutions Code Sections 5325 et seq.

California Code of Regulations, Title 22, Section 70707

Policies

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

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

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

County and Departmental policies, as applicable to this Agreement

Quality Assurance

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

Short-Doyle/Medi-Cal

California Code of Regulations, Title 22, Division 3

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

Welfare and Institutions Code 5250 (Hearing Procedure)

Welfare and Institutions Code 5332-5337 (Incapacity Hearings)

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

Social Rehabilitation Programs

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

Special Education Pupils (AB 3632)

California Welfare & Institutions Code Section 18350 et seq.

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

Voter Registration

National Voter Registration Act of 1993

Rev. 01/30/07 kds

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: VILLA SANTA MARIA

A. REIMBURSEMENT:

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, COUNTY agrees to compensate CONTRACTOR at the Negotiated Rate(s) Negotiated Rate(s) mutually agreed upon between COUNTY and CONTRACTOR. A Negotiated Rate is a specific and fixed dollar amount paid for delivery of a specific unit of service. Pursuant to Schedule I, CONTRACTOR shall receive monthly reimbursement based upon the Negotiated Rate and actual units, less revenue collected. This amount will not exceed the maximum obligation of the COUNTY as specified in Schedule I. Schedule I is attached hereto and incorporated herein by this reference.
2. The final year-end settlement for non Medi-Cal services shall be based on the Negotiated Rate, multiplied by the actual number of units, less revenue collected, and shall not exceed the maximum obligation of the COUNTY as specified herein.

B. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for fiscal year 2009/2010 shall be \$100,266, subject to availability of Federal, State, and local funds.

C. BUDGET:

Schedule I presents for planning purposes the budgetary details pursuant to this Agreement. Schedule I contains the reporting unit (RU), the mode(s) of service, the service functions, units, revenues received, maximum obligation and source of funding pursuant to this Agreement.

1 D. REVENUES:

- 2 1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the Welfare &
3 Institutions Code, and as further contained in the State Department of Mental
4 Health Revenue Manual, Section 1, CONTRACTOR shall collect revenues for
5 the provision of the services described pursuant to Exhibit A. Such revenues
6 may include but are not limited to, fees for services, private contributions,
7 grants or other funds. All revenues received by CONTRACTOR shall be
8 reported in their annual Cost Report, and shall be used to offset gross cost.
- 9 2. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance,
10 Medicare, or other third party benefits shall be determined by the
11 CONTRACTOR. CONTRACTOR shall pursue payment from all potential
12 sources in sequential order, with Short/Doyle Medi-Cal as payor of last resort.
13 CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare
14 certified), then insurance and then first party.
- 15 3. If a client has both Medicare or insurance and Medi-Cal coverage, a copy of
16 the Medicare or insurance Explanation of Benefits (EOB) must be provided to
17 the COUNTY within 30 days of receipt.
- 18 4. CONTRACTOR is obligated to collect from the client any Medicare co-
19 insurance and/or deductible if the site is Medicare certified, and to collect and
20 clear with the State any Medi-Cal Share of Cost. Patients/clients with share of
21 cost Medi-Cal shall be charged their monthly Medi-Cal share of cost in lieu of
22 their annual liability. Medicare clients will be responsible for any co-insurance
23 and/or deductible for services rendered at Medicare certified sites.
- 24 5. All other clients will be subject to an annual sliding fee schedule by
25 CONTRACTOR for services rendered, based on the patient's/client's ability to
26 pay, not to exceed the CONTRACTOR'S actual charges for the services
27 provided. In accordance with the State Department of Mental Health's
28 Uniform Method of Determining Ability to Pay (UMDAP) Manual,

1 CONTRACTOR shall not be penalized for non-collection of revenues provided
2 that reasonable and diligent attempts are made by the CONTRACTOR to
3 collect these revenues. Past due patient/client accounts may not be referred to
4 private collection agencies. No patient/client shall be denied services due to
5 inability to pay.

- 6 6. CONTRACTOR shall submit to COUNTY, with signed contract, a copy of
7 CONTRACTOR'S published charges.
8 7. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays) above
9 and beyond the Contracted Schedule I rate, the CONTRACTOR must notify the
10 COUNTY within ten (10) days of signing the AGREEMENT.
11 8. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client
12 fees. Notification must be made within ten (10) days following any fee increase.

13 E. REALLOCATION OF FUNDS:

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

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

3 F. 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
6 Health.

7 G. CONTRACTOR RESPONSIBILITIES:

- 8 1. CONTRACTOR shall provide and pay for all non-emergency, non-
9 psychotropic, nonprescription over the counter medication for all clients (i.e.,
10 routine house supplied medication), as specified in Title 22 of the California
11 Code of Regulations.
- 12 2. CONTRACTOR shall provide discharged clients with all medication and
13 necessary equipment (e.g. insulin syringes) which the FACILITY has on hand,
14 prescribed for that client or with enough medication to last the client until
15 his/her first outpatient medication appointment, estimated to be within two (2)
16 weeks of discharge.

17 H. PAYMENT:

- 18 1. Monthly reimbursements may be withheld at the discretion of the Director or its
19 designee due to material contract non-compliance, including audit
20 disallowances and/or adjustments or disallowances resulting from the COUNTY
21 Contract Monitoring Review (CMY), Annual Program Monitoring and/or the
22 Cost Report Reconciliation/Settlement process, where applicable.
- 23 2. In addition to the applicable CMT, Annual Progress Monitoring, and Cost
24 Report Reconciliation/Settlement processes, the COUNTY reserves the right to
25 perform periodic service deletes and denial monitoring for this agreement
26 throughout the fiscal year in order to minimize and/or potentially prevent
27 COUNTY and CONTRACTOR loss. The COUNTY, at its discretion, may
28 withhold and/or offset invoices and/or monthly reimbursements to

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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 services deletes and denials and subsequent withholds and/or reductions to CONTRACTOR invoices or monthly reimbursements.

3. Notwithstanding the provisions of Paragraph I-1 and I-2 above, CONTRACTOR shall be paid in arrears based upon the actual units of services provided and entered into the COUNTY'S specified Data Collection System. 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, summarizing the dollar amount specified in the applicable COUNTY specified Data Collection System Report (currently the final MH952) 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 MH952) as completed by the COUNTY, **and** the PIF form **must** be attached to the CONTRACTOR invoice. Failure to work with the COUNTY to make sure that the attach the monthly, final summary page of the applicable Data Collection System Report, the Certification of Claims **and** the signed PIF are attached, 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 (10th) working day of each month.

4. CONTRACTOR shall submit a monthly invoice for payment and a quarterly report to COUNTY program with invoice describing outcomes, and progress updates and services delivered based on the contract's Exhibit A, "Scope of Services".

1 5. Unless other wise notified by the COUNTY, CONTRACTOR invoicing will be
2 paid by the COUNTY thirty (30) calendar days after the date the invoice is
3 received by the applicable COUNTY Program/Region.

4 I. COST REPORT:

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

1 (46) calendar day time frame, future monthly reimbursements will be withheld
2 until the COUNTY is in possession of a completed cost report. Future monthly
3 reimbursements will be withheld if the Cost Report contains errors that are not
4 corrected within ten (10) calendar days of written or verbal notification from
5 the COUNTY. Failure to meet any pre-approved deadlines extension will
6 immediately result in the withholding of future monthly reimbursements.

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

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

16 J. COST REPORT SETTLEMENT:

17 CONTRACTOR shall report Actual Costs separately, if deemed applicable and as per
18 CONTRACTOR Schedule I, to provide Contract Client Services, Prescriptions, Health
19 Maintenance Costs, and Flexible funding costs under this agreement on the annual cost
20 report. Where deemed applicable, Actual Costs for Indirect Administrative Expenses
21 shall not exceed the amount of the percentage of cost as submitted in the CONTRACT
22 Request for Proposal or Cost Proposal(s). Final year-end settlement shall not exceed
23 the Contract Maximum Obligation, less revenue, less payment received, up to the
24 Maximum Obligation as stated in section C above.

25 K. BANKRUPTCY:

26 Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall notify
27 County's Department of Mental Health's Fiscal Services Unit, by certified letter with a
28 carbon copy to the Department of Mental Health's Program Support Unit, in writing of

1 such. The CONTRACTOR shall submit a properly prepared Cost Report in accordance
2 with requirements and deadlines set forth in Section J before final payment is made.

3 L. AUDITS:

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

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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.

M. 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 will work with the COUNTY directly to make sure all units of services provided by the CONTRACTOR is entered into the COUNTY'S specified Data Collection System for the prior month no later than 5:00 p.m. on the fifth (5th) 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. 05/17/10 stl

**SCHEDULE I
MENTAL HEALTH**

CONTRACT PROVIDER NAME: Villa Santa Maria	FISCAL YEAR: 0910
NEGOTIATED RATE (X)	ACTUAL COST ()
	NEGOTIATED NET AMOUNT ()
FISCAL RU NUMBER: 334440	DEPT. ID/PROGRAM: 4100207722/83550

					TOTAL	
MODE OF SERVICE:	05					
SERVICE FUNCTION:	60					
NUMBER OF UNITS	336					
COST PER UNIT:	\$298.41					
GROSS COST:	\$100,266	\$0	\$0	\$0	100,266	
LESS REVENUES COLLECTED BY CONTRACTORS:						
A. PATIENT FEES						
B. PATIENT INSURANCE						
C. OTHER						
TOTAL CONTRACTOR REVENUES						
LESS MEDI-CAL/FFP						
MAXIMUM OBLIGATION	100,266	0	0	0	100,266	
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:						%
A. MEDI-CAL/FFP/FEDERAL SHARE					0	
B. REALIGNMENT FUNDS					0	
C. STATE GENERAL FUNDS					0	
D. COUNTY FUNDS					0	
E. MEDI-CAL MATCHING FUNDS:						
1. _____					0	
2. _____					0	
F. OTHER: SB 90 - STATE	100,266				100,266	
TOTAL (SOURCES OF FUNDING)	\$100,266	\$0	\$0	\$0	100,266	0.00%

FUNDING SOURCES DOCUMENT: _____

STAFF ANALYST SIGNATURE: _____

D. Flemming

DATE: _____

6/7/10

FISCAL SERVICES SIGNATURE: _____

C. O. M...

DATE: _____

6/7/10