

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

479



**FROM:** Department of Mental Health

**SUBMITTAL DATE:**

October 25, 2012

**SUBJECT:** Approve Mental Health Services Act Art Works Agreement (District: ALL/ALL)

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

1. Ratify and Approve the Sole Source Agreement with Jefferson Transitional Programs in the amount of \$184,743 to provide Art Works Services;
2. Authorize the Chairman of the Board to sign the attached Agreement; and
3. Authorize the Riverside County Purchasing Agent to increase, decrease, and/or amend this agreement for an amount not to exceed 10% of the Board approved agreement amount of \$184,743; and annually renew this agreement through June 30, 2015.

**BACKGROUND:** The Mental Health Services Act (MHSA) was approved by California voters to provide a 1% tax on personal income over \$1 million in order to transform the County mental health service system. It became effective on January 1, 2005. There are five components to the Act, one of which is the Innovation Component. **(Continued)**

FORM APPROVED COUNTY COUNSEL  
BY: ELENIA BOEVA  
Departmental Concurrence  
DATE: 10-25-12

Purchasing: Mark Seiler, Assistant Director

JW:CH

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

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 184,743	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY12/13-FY14/15

<b>SOURCE OF FUNDS:</b> 100% State Mental Health Services Act	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

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

APPROVE

BY: *Debra Cournoyer*  
Debra Cournoyer

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Ashley, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: November 6, 2012  
 xc: Mental Health, Purchasing

Kecia Harper-Ihem  
Clerk of the Board  
By: *[Signature]*  
Deputy

**Prev. Agn. Ref.:** 01/26/10,3.32;  
04/20/2010, 3.52

**District:** All/All

**Agenda Number:**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.46

Dept's Recomm.:  Policy  
Per Exec. Ofc.:  Policy  
 Consent  
 Consent

**SUBJECT:** Approve Mental Health Services Act Art Works Agreement (District: ALL/ALL)

**BACKGROUND (Continued):** This component provides funding for time-limited projects that contribute to learning rather than a primary focus of providing services. It is intended to allow Counties to "tryout" new approaches that can provide direction and insight for current and future mental health practices and approaches. Riverside County DMH submitted a plan based upon recommendations made through an extensive community planning process, later approved by the State on September 24, 2009 and received and filed by the Board on January 26, 2010, Agenda Item 3.32. On April 20, 2010, Agenda Item 3.52, in accordance with the approved plan, the Board approved the Recovery Arts Core Project to be administered by Jefferson Transitional Programs. This pilot project demonstrated a new way of delivering mental health services to the community, based upon a peer-led art education program combining four essential elements – creative art therapies, vocational training, peer-driven wellness and recovery, and anti-stigma outreach – to improve the lives of the people it serves.

The Innovation funded project ended on June 30, 2012. Through outcome surveys and community feedback at public hearings and community meetings the service itself was found to be successful. 92.8% of participants indicated that the Recovery Arts Core Program had a positive impact on their lives. The MHPA Innovation component requires that any innovation funded project deemed as successful and the County wishes to continue, must be transitioned to another category of MHPA funding. The Department is requesting approval to continue this service through the Community Services and Supports funding component.

**PRICE REASONABLENESS:** By utilizing an already existing infrastructure and knowledge-base, costs will be contained. Opportunities will also be explored for partnering with other community organizations and additional funding will be sought through grant writing, fundraising events and the sale of artwork.

**PERIOD OF PERFORMANCE:** The period of performance for this agreement is from July 1, 2012 through June 30, 2013. This agreement may be renewed annually through June 30, 2015 and contains termination clauses that may be exercised when the County deems necessary.

**FINANCIAL DATA:** No County General Funds are required. Funding is 100% State Mental Health Services Act funds designated for the Community Services and Supports Component. The annual amount to be paid to the contractor is \$184,743.

**JUSTIFICATION FOR DELAY:** RCDMH received the signed agreement from the contractor August 7, 2012.

**Date:** September 24, 2012  
**From:** Jerry Wengerd, Director **Department/Agency:** Mental Health  
**To:** Board of Supervisors  
**Via:** Purchasing Agent  
**Subject:** Sole Source Procurement; Request for Peer-Led Art Program.

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

- 1. Supply/Service being requested:** Peer-led, recovery-oriented arts program for mental health consumers.
- 2. Supplier being requested:** Jefferson Transitional Programs Art Works.
- 3. Alternative suppliers that can or might be able to provide supply/service:** None
- 4. Extent of market search conducted:** According to an internet search and interviews with mental health staff, and community members including those active within the arts, Jefferson Transitional Programs has the only mental health peer-led arts program in Riverside County.
- 5. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** Jefferson Transitional Programs has a successful peer-run arts program. The JTP Art Works program combines four essential elements - creative art therapies, vocational training, peer-driven wellness and recovery, and anti-stigma outreach - to improve the lives of the people it serves. The JTP Art Works program can provide peer-based recovery and creative art programming in all regions of Riverside County, to any county clinic or community organization recommended by the department, and the Peer Support and Recovery Centers. The JTP Art Works programs are delivered by a variety of peer support specialists, peer artists, local artists and professional educators. Through the peer artist outreach efforts the Department envisions JTP Art Works building strong relationships with community based organizations who serve mental health consumers and local art communities.
- 6. Reasons why my department requires these unique features and what benefit will accrue to the county:** On April 20, 2010, Agenda Item 3.52, the Board approved an MHSA Innovation funded Recovery Arts Core Project to be administered by Jefferson Transitional Programs. This pilot project demonstrated a new way of delivering mental health services to the community, based upon a peer-led art education program. The project ended on June 30, 2012.

The MHSA Innovation component requires that any innovation funded project deemed to be successful and that the County wishes to continue, must be transitioned to another category of MHSA funding. The Department is requesting approval to continue this service through the Community Services and Supports funding component. 92.8% of the participants of this mobile peer-led art education demonstration project indicated that the program had a positive impact on their sense of well-being.

Through the on-going Mental Health Services Act (MHSA) Community Planning Process, creative arts programming and peer to peer supports continues to surface as a priority need identified by Stakeholders. Creative arts when offered as a part of the treatment intervention have proven to positively impact quality of life, wellness and recovery for its participants. Community-based creative arts also serves as a means for engaging consumers into treatment and peer support services

as well as underserved and unserved target populations in Riverside County. JTP Art Works will provide community-based, peer-delivered art education within Riverside County. County clinics will be among the locations where services are delivered. This program will work to engage individuals to take the next steps in their recovery process. It will also increase the utilization of the peer centers and thereby assisting consumers to become less reliant on more costly core Riverside County Mental Health Services. This program will also take peer-led arts to underserved communities and groups thereby making it more accessible to mental health consumers.

7. **Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:** By utilizing an already existing infrastructure and knowledge-base costs will be contained. The original budget estimate for this peer-led art education program has been reduced by approximately 25%. This project provides an opportunity for linkage and collaboration with other community organizations such as the Riverside Community Health Organization and Riverside Arts Council, Coachella Valley Art Center. This program emphasizes community and interagency collaboration, Opportunities will also be explored for additional funding through grant writing, fundraising events and the sale of artwork. The Department believes that consumers who participate in this program will reduce their usage of traditional more costly core mental health services.
  
8. **Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).** No.
  
9. **Period of Performance:** The period of performance for this agreement is from July 1, 2012 through June 30, 2013. This agreement may be renewed annually through June 30, 2015 and contains termination clauses that may be exercised when the County deems necessary.

*[Signature]* \_\_\_\_\_ 10-9-12  
 Department Head Signature Date

Purchasing Department Comments:

<u>Approve</u>	Approve with Condition/s	Disapprove
Not to exceed: \$ <u>184 743</u>	One time Annual Amount through <u>6/30/2015</u>	
<u><i>[Signature]</i></u>	<u>10-24-12</u>	<u>13-194</u>
Purchasing Agent	Date	Approval Number (Reference on Purchasing Documents)

FORM APPROVED COUNTY COUNSEL  
 BY: *[Signature]* 10-25-12  
 ELENA M. BOEVA DATE

COUNTY OF RIVERSIDE  
DEPARTMENT OF MENTAL HEALTH



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

**PREAMBLE**

**WHEREAS**, California voters approved Proposition 63 during the November 2004 General Election. Proposition 63, the Mental Health Services Act [hereinafter "MHSA"], became effective on January 1, 2005. Through imposition of a 1% tax on personal income in excess of \$1 million, the MHSA provides the opportunity for the State to provide increased funding, personnel and other resources to support County Prevention and Early Intervention Programs and monitor progress toward statewide goals for children/youth, transitional age youth, adults, older adults, families and communities.

**WHEREAS**, components of the MHSA Integrated Expenditure Plan will include elements required by W&I Code Section 5847 and related regulations.

**WHEREAS**, the COUNTY desires to extend to the residents of Riverside County certain programs and services contemplated and authorized by the MHSA, 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, prepared and willing 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 Exhibit A attached hereto shall be provided by CONTRACTOR in accordance with the applicable State and local laws, codes and policies contained herein, 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 30 and Exhibits A, B, and C, attached hereto and incorporated herein.

**CONTRACTOR**

**COUNTY**

By: Sue Moreland  
Title: CRO JTP  
Date: 8/2/2012

By: [Signature]  
John Tavaghione, Chairman, Board of Supervisors  
Date: NOV 06 2012  
Attest By: [Signature]  
Kecia Harper-Ihem, Clerk of the Board

FORM APPROVED COUNTY COUNSEL  
BY: [Signature] 8-10-12 Page 1 of 30  
ELENA M BOEVA DATE

Jefferson Transitional Programs, Inc.  
MHSA CSS - JTP Art Works  
FY 2012/13

NOV 06 2012 3.40

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I

1  
2 DESCRIPTION OF SERVICES:

3 CONTRACTOR agrees to provide services in the form as described in Exhibit A,  
4 attached hereto and by reference incorporated herein.  
5

6 II

7 PERIOD OF PERFORMANCE:

8 This Agreement shall be effective on July 1, 2012, and continue in effect through June  
9 30, 2013. The Agreement may thereafter be renewed annually, up to an additional four  
10 years, subject to the availability of funds.  
11

12 III

13 REIMBURSEMENT AND PAYMENT:

14 A. In consideration of services provided by CONTRACTOR, COUNTY shall reimburse  
15 CONTRACTOR in the amount and manner described in Exhibit C, attached hereto and by  
16 this reference incorporated herein. The Exhibit C includes COUNTY requirements for  
reimbursement.

17 B. CONTRACTOR shall use the Schedule I, attached hereto and by this reference  
18 incorporated herein, as a budget guide for the amount allocated to the services provided.  
19

20 IV

21 PROGRAM SUPERVISION, MONITORING AND REVIEW:

22 CONTRACTOR shall establish adequate procedures for self-monitoring and quality  
23 control and assurance to ensure proper performance under this Agreement. Pursuant to  
24 Welfare & Institutions Code (WIC), Section 5608, services hereunder shall be provided by  
25 CONTRACTOR under the general supervision of the County Director of Mental Health,  
26 hereinafter called DIRECTOR, or his authorized designee. CONTRACTOR agrees to  
27 extend to DIRECTOR, his designee, the COUNTY Contract Monitoring Team, and/or to  
28 authorized State representatives, the right to review and monitor CONTRACTOR'S  
29 facilities, programs, policies, practices, books, records, or procedures at any reasonable



1 time. In exercising the right to review or monitor CONTRACTOR'S administrative, clinical,  
2 fiscal and program components, staff, and facility(ies), the COUNTY shall enforce  
3 applicable Agreement provisions and COUNTY policies identified throughout this  
4 Agreement and including those related to threats and violent behavior in the workplace  
5 concerning its employees.

6 If at any time during this Agreement, the COUNTY determines CONTRACTOR is out of  
7 compliance with any provision contained within this Agreement, the COUNTY may request  
8 a plan of corrective action, after providing the CONTRACTOR with written notification and  
9 the basis for the finding of noncompliance. Within thirty (30) days of receiving notification,  
10 the CONTRACTOR shall provide a written plan of corrective action addressing the  
11 noncompliance.

12 If the COUNTY accepts the CONTRACTOR'S proposed plan of corrective action, it  
13 shall suspend other punitive actions to give the CONTRACTOR the opportunity to come  
14 into compliance. If the COUNTY determines CONTRACTOR has failed to implement  
15 corrective action, funds may be withheld or disallowed until compliance is achieved.  
16 CONTRACTOR shall cooperate with any such effort by COUNTY including follow-up  
17 investigation and interview of witnesses. Failure to cooperate or take corrective action as  
18 may be indicated by an investigation could result in termination of this Agreement.

19  
20 V

21 INDEPENDENT CONTRACTOR:

22 This Agreement is by and between the COUNTY and CONTRACTOR and is not  
23 intended, and shall not be construed, to create the relationship of agent, servant,  
24 employee, partnership, joint venture, or association, as between COUNTY and  
25 CONTRACTOR. CONTRACTOR and its employees, agents and/or subcontractors shall  
26 not be entitled to any benefits payable to COUNTY employees, including but not limited to  
27 overtime, any retirement benefits, worker's compensation benefits, and/or injury leave or  
28 other leave benefits. CONTRACTOR is, and shall at all times be deemed to be, an  
29 independent contractor and shall be wholly responsible for the manner in which it performs

1 the services required of it by the terms of this Agreement. CONTRACTOR assumes the  
2 exclusive responsibility and liability for the acts of its employees or agents as they relate to  
3 services provided. CONTRACTOR shall bear the sole responsibility and liability for  
4 furnishing workers' compensation benefits to any person(s) for injury(ies) arising from or  
5 connected with services performed on behalf of COUNTY pursuant to this Agreement.  
6 CONTRACTOR certifies that it is aware of the Occupational Safety and Health  
7 Administration (OSHA) of the U.S. Department of Labor, the derivative Cal/OSHA  
8 standards and laws and regulations relating thereto, and shall comply therewith to all  
9 relative elements under this Agreement. CONTRACTOR is responsible for payment and  
10 deduction of all employment-related taxes on CONTRACTORS' behalf and for  
11 CONTRACTORS' employees, including but not limited to all federal and state income taxes  
12 and withholdings. COUNTY shall not be required to make any deductions from  
13 compensation payable to CONTRACTOR for these purposes. CONTRACTOR shall  
14 indemnify COUNTY against any and all claims that may be made against COUNTY based  
15 upon any contention by a third party that an employer-employee relationship exists by  
16 reason of this Agreement; and CONTRACTOR shall indemnify COUNTY for any and all  
17 federal or state withholding or retirement payments which COUNTY may be required to  
18 make pursuant to federal or state law.

19 Contractor shall maintain, as appropriate, the following:

- 20 A. Articles of Incorporation; Amendments of Articles;
- 21 B. List of agency's Board of Directors and Advisory Board;
- 22 C. A resolution indicating who is empowered to sign all contract documents  
23 pertaining to the agency;
- 24 D. By-laws and minutes of Board meetings.

25 VI

26 LICENSE(S)/CERTIFICATION(S):

27 CONTRACTOR warrants that it has all necessary licenses, permits, approvals,  
28 certifications, waivers and exemptions necessary to provide services hereunder and  
29 required by the laws or regulations of the United States, State of California, the County of

1 Riverside and all other appropriate governmental agencies, and agrees to maintain such  
2 throughout the term of this Agreement. Examples of license(s)/certification(s) may include,  
3 but may not be limited to; fire clearance, zoning permit; business license, community care  
4 license and/or Medi-Cal certification, as appropriate. CONTRACTOR shall notify  
5 DIRECTOR (or his designee) immediately and in writing of its inability to maintain,  
6 irrespective of the tendency of an appeal, such license(s), permit(s), approval(s),  
7 certification(s), waiver(s) or exemption(s).

## 8 VII

### 9 ADMINISTRATIVE CHANGE IN STATUS:

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

## 19 VIII

### 20 DELEGATION AND ASSIGNMENT:

21 CONTRACTOR may not delegate the obligations required by this Agreement, either in  
22 whole or in part, without prior written consent of COUNTY. Obligations undertaken by  
23 CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts,  
24 provided such subcontracts are approved in writing by DIRECTOR (or his designee), meet  
25 the requirements of this Agreement as they relate to the service or activity under  
26 subcontract, and include any provision(s) that DIRECTOR (or his designee) may require.  
27 No subcontract shall terminate or alter the responsibilities of CONTRACTOR. .

28 CONTRACTOR may not assign the rights hereunder, either in whole or in part, without  
29 the prior written consent of COUNTY. Any attempted assignment or delegation in

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

5 IX

6 ALTERATION:

7 The COUNTY Board of Supervisors and the COUNTY Purchasing Agent and/or their  
8 designee are the only authorized COUNTY representatives, who at any time, by written  
9 amendment, may make alterations to this Agreement. If any such alteration causes an  
10 increase or decrease in the cost of, or the time required for the performance under this  
11 Agreement, CONTRACTOR shall be modified by written amendment, accordingly.

12 Funds allocated to specific budget categories, as identified in the Schedule I, may not  
13 be reallocated to another budget category without prior approval of the Mental Health  
14 Services Act Manager and Supervisor and confirmed by the Mental Health Fiscal  
15 Supervisor. Funds shall not exceed the total maximum obligation for the fiscal year.

16 X

17 INDEMNIFICATION:

18 CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special  
19 Districts, and Departments of the County of Riverside, the State of California, their  
20 respective directors, officers, Board of Supervisors, employees, agents, elected and  
21 appointed officials and representatives from any liability whatsoever, based or asserted  
22 upon services of CONTRACTOR, its agents, employees, or subcontractors, arising out of  
23 or in any way relating to this Agreement, for property damage, bodily injury, or death or any  
24 other element of damage of any kind or nature resulting from any acts or failure to act or  
25 omission on the part of the CONTRACTOR, its directors, officers, agents, employees or  
26 subcontractors hereunder. CONTRACTOR shall defend, at its sole expense, including but  
27 not limited to attorney fees, all Agencies, Districts, Special Districts, and Departments of the  
28 County of Riverside, the State of California, their respective directors, officers, Board of  
29

1 Supervisors, employees, agents, elected and appointed officials and representatives and  
2 any legal claim or action based upon such alleged acts, failure to act or omissions.

4 XI

5 INSURANCE:

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

10 A. Workers' Compensation: If CONTRACTOR has employees as defined by the State  
11 of California, CONTRACTOR shall maintain Workers' Compensation Insurance (Coverage  
12 A) as prescribed by the laws of the State of California. Policy shall include Employers'  
13 Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000  
14 per person, per accident. Policy shall be endorsed to waive subrogation in favor of the  
15 County of Riverside; and, if applicable, to provide a Borrowed Servant/Alternate Employer  
16 Endorsement.

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

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

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

23 E. General Insurance Provisions - All lines:

24 1. Any insurance carrier providing insurance coverage hereunder shall be  
25 admitted to the State of California and have an A.M. BEST rating of not less than an  
26 A:VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk  
27 Manager. If the County's Risk Manager waives a requirement for a particular insurer  
28 such waiver is only valid for that specific insurer and only for one policy term.  
29

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

11           3.     The CONTRACTOR shall cause their insurance carrier(s) to furnish the  
12 County of Riverside with: 1) a properly executed original Certificate(s) of Insurance and  
13 certified original copies of Endorsements effecting coverage as required herein; or, 2) if  
14 requested to do so orally or in writing by the COUNTY Risk Manager, provide original  
15 Certified copies of policies including all Endorsements and all attachments thereto,  
16 showing such insurance is in full force and effect. Further, said Certificate(s) and  
17 policies of insurance shall contain the covenant of the insurance carrier(s) and shall  
18 provide no less than thirty (30) days written notice be given to the County of Riverside  
19 prior to any material modification or cancellation of such insurance. In the event of a  
20 material modification or cancellation of coverage, this Agreement shall terminate  
21 forthwith, unless the County of Riverside receives, prior to such effective date, another  
22 properly executed original Certificate of Insurance and original copies of endorsements  
23 or certified original policies, including all endorsements and attachments thereto  
24 evidencing coverages and the insurance required herein is in full force and effect.  
25 Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the  
26 original endorsements for each policy and the Certificate of Insurance. Certificates of  
27 insurance and certified original copies of Endorsements effecting coverage as required  
28 herein shall be delivered to Riverside County Mental Health Department, P.O. Box  
29 7549, Riverside, CA 92513-7549, Contracts Division. CONTRACTOR shall not

1 commence operations until the County of Riverside has been furnished original  
2 Certificate(s) of Insurance and certified original copies of endorsements or policies of  
3 insurance including all endorsements and any and all other attachments as required in  
4 this Section.

5 4. It is understood and agreed by the parties hereto and the CONTRACTOR'S  
6 insurance company(s), that the Certificate(s) of Insurance and policies shall so  
7 covenant and shall be construed as primary insurance, and the COUNTY'S insurance  
8 and/or deductibles and/or self-insured retentions or self-insured programs shall not be  
9 construed as contributory.

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

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

## 15 XII

### 16 LIMITATION OF COUNTY LIABILITY:

17 Notwithstanding any other provision of this Agreement, the liability of County shall not  
18 exceed the amount of funds appropriated in support of this Agreement by the California  
19 Legislature.

## 20 XIII

### 21 WARRANTY AGAINST CONTINGENT FEES:

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



XIV

NONDISCRIMINATION:

A. Employment:

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/internship. 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/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 federal, state or COUNTY funds.

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,

1 religion, national origin, gender, age, sexual preference, marital status, physical/mental  
2 handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section  
3 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and  
4 as otherwise provided by State law and regulations, as all may now exist or be hereafter  
5 amended or changed.

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

18 XV

19 REPORTS:

20 A. CONTRACTOR must adhere to Federal, State, and County reporting requirements  
21 as mandated by law. The COUNTY shall provide instruction and direction regarding County  
22 policies and procedures for meeting reporting requirements.

23 B. CONTRACTOR shall provide the COUNTY with applicable reporting documentation  
24 as specified and/or required by the COUNTY, State Department Health Care Services  
25 and/or Federal guidelines. COUNTY may provide additional instructions on reporting  
26 requirements.

27 C. CONTRACTOR shall participate in the COUNTY'S Management Information System  
28 (MIS) as required by the DIRECTOR, or his designee. CONTRACTOR is required to report  
29

1 program, individuals served and staff data about the CONTRACTOR'S program and  
2 services, by the fifth (5<sup>th</sup>) working day of each month.

3 D. Any change in administrator of the facility shall be reported to COUNTY. Such  
4 notification shall include the new administrator's name, address and qualifications.

5 XVI

6 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

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

13 XVII

14 CONFIDENTIALITY OF PARTICIPANT INFORMATION:

15 CONTRACTOR shall maintain the confidentiality of all participant identifying information  
16 contained in records, including but not limited to participant records/charts, billing records,  
17 research and participant identifying reports, and the COUNTY'S participant management  
18 information system (MIS) in accordance with WIC Sections 14100.2 and 5328 et seq, Title  
19 42 Code of Federal Regulations, Section 431.300 et seq., Section 1320 D et seq, of Title  
20 42, United States Code and it's impending regulations (including but not limited to Title 45,  
21 CFR, Parts 142, 160, 162, 164) and all other applicable current or future COUNTY, State  
22 and Federal laws, regulations, ordinances and directives relating to confidentiality and  
23 security of participant records and information.

24 A. The CONTRACTOR shall protect from unauthorized disclosure, confidential  
25 participant identifying information obtained or generated in the course of providing services  
26 pursuant to this Agreement except for non-identifying statistical information. The  
27 CONTRACTOR shall not use identifying information for any purpose other than carrying out  
28 the CONTRACTOR'S obligations under this Agreement.

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

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

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

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

28 Mental Health Compliance Officer  
29 Riverside County Department of Mental Health

1 P.O. Box 7549  
2 Riverside, CA 92513

3 F. Safeguards: The CONTRACTOR shall implement administrative, physical, and  
4 technical safeguards that reasonably and appropriately protect the confidentiality, integrity,  
5 and availability of the PHI, including electronic PHI, that it creates, receives, maintains, or  
6 transmits on behalf of COUNTY; and to prevent use or disclosure of PHI other than as  
7 provided for by this Agreement. CONTRACTOR shall develop and maintain a written  
8 information privacy and security program that includes administrative, technical and  
9 physical safeguards appropriate to the size and complexity of the CONTRACTOR's  
10 operations and the nature and scope of its activities. CONTRACTOR shall provide  
11 COUNTY with information concerning such safeguards as COUNTY may reasonably  
12 request from time to time.

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

18 H. The CONTRACTOR shall utilize a commercial encryption solution that has received  
19 FIPS 140 -2 validation to encrypt all confidential, personal, or sensitive data stored on  
20 portable electronic media (including, but not limited to, CDs, thumb drives) and on portable  
21 computing devices (including, but not limited to, laptop and notebook computers).

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

26 J. Mitigation of Harmful Effects. The CONTRACTOR shall mitigate, to the extent  
27 practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of  
28 PHI by CONTRACTOR or its subcontractors in violation of the requirements of these  
29 Provisions.

1 K. The CONTRACTOR shall protect from unauthorized disclosure, confidential  
2 participant identifying information obtained or generated in the course of providing services  
3 pursuant to this Agreement except for non-identifying statistical information. The  
4 CONTRACTOR shall not use identifying information for any purpose other than carrying out  
5 the CONTRACTOR'S obligations under this Agreement. Disclaimer: COUNTY makes no  
6 warranty or representation that compliance by CONTRACTOR with these Provisions,  
7 HIPAA or HIPAA regulations will be adequate or satisfactory for CONTRACTOR's own  
8 purposes or that any information in CONTRACTOR's possession or control, or transmitted  
9 or received by CONTRACTOR, is or will be secure from unauthorized use or disclosure.  
10 CONTRACTOR is solely responsible for all decisions made by CONTRACTOR regarding  
11 the safeguarding of PHI.

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

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

## 20 XVIII

### 21 RECORDS:

22 All records shall be available for inspection by the designated auditors of COUNTY,  
23 State Department of Health Care Services, State Department of Justice, State Department  
24 of Mental Health Services and Oversight and Accountability Commission, U.S. Department  
25 of Health and Human Services and the U.S Office of the Inspector General at reasonable  
26 times during normal business hours. Records include, but are not limited to, all physical  
27 and electronic records originated or prepared pursuant to the performance under this  
28 Agreement including, but not limited to, working papers, reports, financial records or books  
29

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

7 A. Program Participant Records. CONTRACTOR shall adhere to the authority of  
8 COUNTY, the State Department of Health Care Services, the State Department of  
9 Oversight and Accountability. CONTRACTOR shall maintain adequate participant records  
10 on each participant, program outcome measures, and records of service provided by the  
11 various staff in sufficient detail to make an evaluation of the effectiveness of the program  
12 services.

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

21 C. Financial Record Retention. Appropriate financial records shall be maintained and  
22 retained by CONTRACTOR for at least five (5) years or, in the event of an audit exception  
23 and appeal, until the audit finding is resolved, whichever is later.

24 D. Participant Record Retention. Participant records shall be maintained and retained  
25 by CONTRACTOR for a minimum of seven (7) years.

26 E. Shared Records/Information. CONTRACTOR and COUNTY shall maintain a  
27 reciprocal shared record and information policy, which allows for sharing of participant  
28 records and information between CONTRACTOR and COUNTY. Either COUNTY or  
29

1 CONTRACTOR shall not release these participant records or information to a third party  
2 without a valid authorization.

3 F. Property of participant records. COUNTY is the owner of all participant records. In  
4 the event that the Agreement is terminated, the CONTRACTOR is required to prepare and  
5 box the participant records so they can be archived by the County, according to procedures  
6 developed by the County. The COUNTY is responsible for taking possession of the  
7 records and storing them according to regulatory requirements. The COUNTY is required to  
8 provide the CONTRACTOR with a copy of any participant record that is requested by the  
9 CONTRACTOR, as required by regulations, at no cost to the CONTRACTOR, and in a  
10 timely manner.

### 11 XIX

#### 12 STAFFING:

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

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

27 1. A list of persons who are providing services hereunder by name, title,  
28 professional degree, licensure, experience, credentials, Cardiopulmonary Resuscitation  
29 (CPR) training, First Aid training, languages spoken, Race/Ethnicity with an option to select



1 "Prefer Not to Say" and any other information deemed necessary by the Director or  
2 designee.

3 2. Personnel policies and procedures;

4 3. Personnel file for each staff member (including subcontractors, as approved by  
5 COUNTY and volunteers) that includes at minimum the following:

6 a. Resume/application, proof of current licensure, certification, registration;

7 b. List of Training, including cultural competency;

8 c. Annual job performance evaluation; and,

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

10 B. CONTRACTOR shall provide an initial orientation to the program, program goals,  
11 policy and procedure review, emergency procedures and treatment services.

12 C. CONTRACTOR shall institute and maintain a training program in which professional  
13 and other appropriate personnel shall participate.

14 D. CONTRACTOR shall have appropriate staff trained and/or certified in CPR, First  
15 Aid, Emergency/Disaster Planning, non-violent crisis intervention, de-escalation of agitation  
16 and potential violence, and procedures to protect both staff and the participants from violent  
17 behavior.

18 E. Training plans shall be documented and discussed with staff. Continuing  
19 development of staff expertise shall be encouraged.

20 F. The CONTRACTOR recognizes the importance of child and family support  
21 obligations and shall fully comply with all applicable State and Federal laws relating to child  
22 and family support enforcement, including, but not limited to, disclosure of information and  
23 compliance with earnings assignment orders, as provided in Chapter 8, commencing with  
24 Section 5200, of Part 5 of Division 9 of the Family Code.

25 G. In accordance with section 6032 of the Deficit Reduction Act of 2005, Contractor  
26 shall establish and disseminate written policies for all employees that include detailed  
27 information about the False Claims Act and the other provisions named in section  
28 1902(a)(68)(A). Included in these written policies shall be detailed information about  
29 contractor's policies and procedures for detecting and preventing fraud, waste, and abuse

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

5 H. CONTRACTOR shall follow all Federal, State and County policies, laws and  
6 regulations regarding Staffing and/or Employee compensation. All payments or  
7 compensation made to CONTRACTOR Staff, Personnel and/or Employees in association  
8 with the fulfillment of this agreement shall be made by means of Staff, Personnel and/or  
9 Employee Certified Payroll or other auditable documentation justifying the payment or  
10 compensation.

11 XX

12 CULTURAL COMPETENCY:

13 CONTRACTOR shall provide services pursuant to this Agreement in a culturally  
14 competent manner by recruiting, hiring and maintaining staff that can deliver services in the  
15 manner specified to the diverse cultural population served under this Agreement.  
16 CONTRACTOR shall provide services in a language appropriate and culturally sensitive  
17 manner, in a setting accessible to diverse communities. Multi-cultural diversity includes,  
18 but is not limited to, ethnicity, age, sexual preference, gender and persons who are  
19 physically challenged. CONTRACTOR shall document its efforts to provide culturally  
20 adaptive services in the manner specified. Documentation may include, but not be limited  
21 to, the following: records in personnel files attesting to efforts made in recruitment and  
22 hiring practices; participation in COUNTY sponsored and other cultural competency  
23 training; the availability of literature in multiple languages/formats as appropriate; and  
24 identification of measures taken to enhance accessibility for, and sensitivity to,  
25 mentally/physically challenged individuals. CONTRACTOR shall demonstrate program  
26 access; linguistically appropriate and timely program service delivery; staff training; and  
27 organizational policies and procedures related to the programs offered to culturally diverse  
28 populations. CONTRACTOR shall perform specific outcome studies, on-site reviews and  
29 written reports as requested by COUNTY and make available to the COUNTY upon

1 request. CONTRACTOR shall provide services that meet the individual cultural needs of  
2 the participant(s) served. CONTRACTOR shall ensure culturally competent services  
3 include:

4 A. A comprehensive management strategy to address culturally and linguistically  
5 appropriate services, including strategic goals, plans, policies, procedures, and designated  
6 staff responsible for implementation.

7 B. Appropriate interventions which acknowledge specific cultural influences.

8 C. CONTRACTOR agrees to comply with the COUNTY'S Cultural Competency Plan  
9 as set forth in the Department's approved Cultural Competency Plan. The Cultural  
10 Competency Plan may be obtained from the department's website at  
11 <http://rcdmh.org/opencms> or by contacting the COUNTY'S Cultural Competency Manager  
12 or designee.

13 Riverside County Department of Mental Health Cultural Competency Program

14 P.O. Box 7549

15 Riverside, California 92513

16 Attention: Cultural Competency Manager

17 Fax: 951-955-7206

18 D. CONTRACTOR agrees to meet with COUNTY'S Cultural Competency  
19 Program Manager, as needed, to provide technical assistance in determining and  
20 implementing cultural competency activities.

21 E. CONTRACTOR will be responsible for participating in cultural competency  
22 trainings as required by the COUNTY'S Cultural Competency Plan. In order to attend the  
23 COUNTY offered trainings, CONTRACTOR must register on-line through the Department's  
24 training unit.

25 F. CONTRACTOR is responsible for reporting back to the COUNTY, annually in  
26 writing, all cultural competency related trainings that staff members have attended. The  
27 following format is recommended:

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

G. CONTRACTOR training information shall be submitted via facsimile to 951-955-7206 to the attention of the COUNTY Cultural Competency Program Manager on or before June 30 of each fiscal year.

XXI

INFORMING MATERIALS

CONTRACTOR shall provide each participant with certain informing materials about the program being provided and what outcomes shall be experienced by participating in the PEI Program. CONTRACTOR's stationery/letterhead and informing materials used for communication associated with COUNTY's Call to Care services shall indicate that funding for the services is provided in whole or in part by the Riverside County Department of Mental Health (RCDMH), Mental Health Services Act (MHSA), Prevention and Early Intervention (PEI).

XXII

CONFLICT OF INTEREST:

CONTRACTOR shall not employ any COUNTY employee whose position at COUNTY enables him/her to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee in any capacity herein, or in any other direct or indirect financial interest in this Agreement.

1 XXIII

2 WAIVER OF PERFORMANCE:

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

6 XXIV

7 FEDERAL AND STATE STATUTES:

8 CONTRACTOR shall adhere to and comply with all other applicable Federal and State  
9 statutes and regulations, including but not limited to the applicable laws and regulations  
10 listed in Exhibit B.

11 XXV

12 DRUG-FREE WORKPLACE CERTIFICATION:

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

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

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

- 23 1. The dangers of drug abuse in the workplace;
- 24 2. The CONTRACTOR'S policy of maintaining a drug-free workplace;
- 25 3. Any available counseling, rehabilitation, and employee assistance programs;
- 26 and,
- 27 4. Penalties that may be imposed upon employees for drug abuse violations.

28 C. Provide as required by Government Code Section 8355 (a) that every employee  
29 who works in the program(s) funded through this Agreement:

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

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

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

11 XXVI

12 TERMINATION PROVISIONS:

13 A. Either party may terminate this Agreement without cause, upon sixty (60) days  
14 written notice served upon the other party.

15 B. The COUNTY may terminate this Agreement upon thirty (30) days written notice  
16 served upon the CONTRACTOR if sufficient funds are not available for the continuation of  
17 services.

18 C. The COUNTY reserves the right, to terminate the Agreement without warning at the  
19 discretion of the Director or designee, when CONTRACTOR has been accused and/or  
20 found to be in violation of any County, State, or Federal laws and regulations.

21 D. The COUNTY may terminate this Agreement with (30) days written notice due to a  
22 change in status, or delegation, assignment or alteration of the Agreement.

23 E. The COUNTY may terminate this Agreement immediately if, in the opinion of the  
24 Director of Mental Health, CONTRACTOR fails to provide for the health and safety of  
25 participant(s) served under this Agreement. In the event of such termination, the COUNTY  
26 may proceed with the work in any manner deemed proper to the COUNTY.

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

- 29 1. Temporarily withhold payments pending correction of the deficiency.

1           2. Disallow (deny funds) for all or part of the cost or activity not in compliance.

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

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 beyond  
6           the performance period date, it is agreed that:

7           CONTRACTOR shall:

8           1. Continue to provide the same level of service as previously required under the  
9           terms of this Agreement until the date of termination

10          2. Stop all services under this Agreement on the date, and to the extent specified,  
11          in the Notice of Termination;

12          3. If participants are to be transferred to another program for services, furnish to  
13          COUNTY, upon request, all participant information and documents deemed necessary  
14          by COUNTY to affect an orderly transfer;

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

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

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





1 shall respond to the CONTRACTOR in writing within ten (10) working days. If the  
2 CONTRACTOR is dissatisfied with the Program/Regional Manager's response the  
3 CONTRACTOR may file successive written protests up through the Department of Mental  
4 Health's administrative levels of Assistant Director-Programs, Assistant Director-  
5 Administration, and (finally) DIRECTOR. Each administrative level shall have twenty (20)  
6 working days to respond in writing to the CONTRACTOR. The DIRECTOR'S decision shall  
7 be final.

8 XXVIII

9 SEVERABILITY:

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

16  
17 XXIX

18 VENUE:

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

23  
24 XXX

25 NOTICES:

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

County of Riverside  
Board of Supervisors  
4080 Lemon Street, 5<sup>th</sup> floor  
Riverside, CA 92501

INFORMATIONAL COPY:

County of Riverside  
Department of Mental Health  
3801 University Avenue, Suite 400  
Riverside, CA 92501

CONTRACTOR:

Jefferson Transitional Programs  
3839 Brockton Ave.  
Riverside, CA 92501

**EXHIBIT A**  
**SCOPE OF SERVICE**

**CONTRACTOR NAME: Jefferson Transitional Programs, Inc.**

**SITE ADDRESS: Art Works Gallery, 3741 Sixth Street, Riverside, CA 92501**

**DEPARTMENT I.D.: 4100209185-74700-536240**

**A. MISSION OF THE CONTRACT:**

Through the on-going Mental Health Services Act (MHSA) Community Planning Process, creative arts programming and peer to peer supports continues to surface as a priority need identified by Stakeholders. Creative arts when offered as a part of the treatment intervention have proven to positively impact quality of life, wellness and recovery for its participants. The JTP Art Works program combines four essential elements- creative art therapies, vocational training, peer-driven wellness and recovery, and anti-stigma outreach- to improve the lives of the people it serves. Community-based creative arts also serves as a means for engaging consumers into treatment and peer support services as well as underserved and unserved target populations in Riverside County.

The long term vision would be to provide opportunities for peer-based recovery and creative art programming in all regions of Riverside County, to any county clinic or community organization recommended by the department, and the Peer Support and Recovery Centers. The JTP Art Works programs will be delivered by a variety of peer support specialists, peer artists, local artists and professional educators. Through the peer artist outreach efforts the Department envision JTP Art Works building strong relationships with community based organizations and local art communities.

The CONTRACTOR will provide community-based, peer-delivered art education within Riverside County. County clinics will be among the locations where services are delivered.

**B. GOALS AND OBJECTIVES:** The goals of the Art Works are to:

- Increase the quality of life for consumers and their family members through artistic therapy and education.

- 1     ▪ Continue to evaluate the impact and usefulness of peer-delivered art education within the
- 2         Riverside County Mental Health system.
- 3     ▪ Increase access to art education to underserved communities in Riverside County.
- 4     ▪ Promote collaboration with organizations providing mental health services.

5     **C.     SERVICES TO BE PROVIDED BY THE CONTRACTOR:**

6         JTP Art Works has a team of peer support specialists, peer artists, local artists, and

7         professional educators who together facilitate a creative arts therapy program of peer-based

8         recovery and creative arts education throughout Riverside County. This will contribute to

9         wellness and recovery by offering peer-delivered arts services on consumers receiving

10         services through the Riverside County Department of Mental Health.

11         It will demonstrate a combination of art therapy, peer-delivered educational and support

12         opportunities – and work to engage consumers to take the next steps in their recovery by

13         utilizing art therapy education and thereby becoming less reliant on direct mental health

14         services.

15         The curriculum consists of peer delivered creative arts therapy to aid in the consumer's

16         recovery. The artwork and other projects created by the peers, and family members will be

17         exhibited (for visual arts) and performed (for performance art) throughout Riverside County.

18         Art Works builds bridges within the community, encouraging interagency collaboration, by

19         involving local artists, art organizations, schools, and other nonprofits at the grassroots level.

20         The arts are a point around which groups from many different organizations collaborate,

21         which is an essential part of a civic community. Building these bridges will create programs

22         that promote essential aspects of mental health recovery: individual expression, positive

23         community recognition (in a role other than "mental health client"), group participation,

24         introduction to community roles and possibilities outside of mental health system, educational

25         opportunities, vocational training, and paid employment.

1 **D. GEOGRAPHICAL AREAS TO BE SERVED:**

2 Art Works will provide a creative arts program that will be available in all regions of  
3 Riverside County. Services will be delivered in underserved communities throughout  
4 Riverside County.

5 **E. POPULATION TO BE SERVED:**

6 Art Works will provide services to consumers with serious emotional disorder and/or  
7 serious mental illness, and their families. It will also provide supports for individuals who  
8 have co-occurring substance abuse disorders, are dually diagnosed, or have other  
9 disabilities. Art Works will target, and outreach to, underserved populations including  
10 Hispanic, Native American, Gay, Lesbian, Bi-Sexual, and Transgender (GLBT) populations.  
11 Services will be tailored to address each community's specific needs.

12 **F. STAFFING:**

13 Paid staff positions shall be filled by present or former consumers of mental health  
14 services unless otherwise approved by the Department. A list of paid staff (personnel roster)  
15 by name and title will be provided to the program monitor initially, and whenever there is a  
16 change in status in the staffing (vacancies, new hires, etc.). All paid staff will have a valid CA  
17 driver's license, or CA-issued photo ID card, a copy of which is to be kept in their personnel  
18 file.

19 Job duty statements will be provided to the program monitor initially and whenever they  
20 are revised. Job performance objectives shall be established with each paid staff member  
21 and reviewed, assessed, and revised annually.

22 Personnel policies and procedures shall be available to all employees, and new or  
23 revised personnel policies provided to each employee as they are implemented.

24 Personnel action reports of all changes in status of the employee shall be filed in the  
25 personnel record, and reported to the program monitor monthly.

1 A written staff training plan shall be developed, discussed with staff, and provided to the  
2 Department when requested. Staff training will be reported to the program monitor monthly  
3 (title of training; staff who completed the training, date of the training).

4 Participation in outside training seminars and workshops shall be encouraged. The  
5 program monitor will inform the CONTRACTOR when there is a Department training that  
6 may be of value to the CONTRACTOR'S staff.

7 Employment of bilingual and bicultural staff is highly recommended.

8 **G. OUTCOME AND PERFORMANCE MEASURES:**

9 Outcome measures will focus on the impact on consumers receiving the service in non-  
10 traditional and County clinic settings, as well as for consumers providing the services. It will  
11 also address the impact on the consumer's own recovery and on those individuals in the  
12 agencies where services are being provided.

13 Several measurement instruments will be developed in collaboration with RCDMH,  
14 including pre and post surveys for consumers participating and providing the service as well  
15 as for agencies hosting the service.

16 **H. CONTRACTOR REPORTING REQUIREMENTS:**

17 CONTRACTOR will submit activity and performance reports to the COUNTY's program  
18 monitor, using a report format and timetable approved by the COUNTY, and which is  
19 consistent with the COUNTY's MHSA reporting.  
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1 **EXHIBIT B**  
2 **LAWS, REGULATIONS AND POLICIES**

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

7 General Regulations

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

9 Government Code 26227 (Contracting with County)

10 Adult System of Care

11 California Welfare and Institutions Code Sections 5689 et seq.

12 Case Management/Service Regulations

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

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

16 Welfare and Institutions Code 17608.05 (Maintenance of Effort)

17 42 Code of Federal Regulations 438.608 (Program Integrity Requirements)

18 California Welfare & Institutions Code Sections 5600.4 and 5699.4.

19 Charges and Billing (Financial Regulations)

20 California Welfare and Institutions Code 5651(a)(4), 5664, 5705(b)(3), 5718(c)  
21 (Cost Reporting)

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

24 Government Code 8546.7 (Audits)

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

26 Centers for Medicare and Medicaid Services Manual

27 Child Abuse Reporting/Child Support

28 California Penal Code Sections 11164 – 11174.4 et seq.

29 Family Code, Section 5200 (Child Support)

30 Children System of Care

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

1 Community Care Facilities

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

4 Community Residential Treatment Program

5 California Welfare & Institutions Code Sections 5150 to 5152, 5600.2 to 5600.9 and  
6 5672 to 5699 (Community Treatment)

7 California Welfare & Institutions Code Section 5670 et seq.

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

9 Confidentiality

10 California Welfare & Institutions Code Section 5328

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

12 45 CFR Parts 160 and 164 (Standards for Privacy of Individually Identifiable Health  
13 Information)

14 Elderly and Dependent Adult Abuse Reporting

15 California Welfare & Institutions Code Sections 15600 et seq.

16 Health Care Facilities

17 California Code of Regulations, Title 22, Division 5 (Social Security, Licensing and  
18 Certification of Health Facilities, Home Health Agencies, Clinics, and Referral  
19 Agencies) Homeless Mentally Disabled

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

22 California Welfare & Institutions Code Section 5680 et seq.

23 Life Support

24 California Welfare & Institutions Code Section 4075 to 4078

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

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

27 Medication Protocol

28 Riverside County Mental Health "Psychotropic Medication Protocols for Children  
29 and Adolescents" Publication

30 Riverside County Mental Health "Medication Guidelines" Publication

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1 Minors in Health Care Facilities

2 California Welfare & Institutions Code Section 5751.7

3 Negotiated Net Amount and Negotiated Net Agreements

4 California Welfare and Institutions Code Sections 5705 to 5716

5 Non Discrimination

6 Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.)

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

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

10 Section 504 of the Rehabilitation Act of 1973, Public Law 93-112 (Non-  
11 Discrimination)

12 Patients Rights

13 California Welfare & Institutions Code Sections 5325 et seq.

14 California Code of Regulations, Title 22, Section 70707

15 Policies

16 California Code of Regulations, Title 9, Section 1810.226 (State Department of  
17 Mental Health Policy Letters)

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

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

20 County and Departmental policies, as applicable to this Agreement

21 Quality Assurance

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

23 Short-Doyle/Medi-Cal

24 California Code of Regulations, Title 22, Division 3

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

27 Social Rehabilitation Programs

28 California Code of Regulations, Title 9, Division 1, Chapter 1, Subchapter 3, Article  
29 3.5

30 Special Education Pupils (AB 3632)

31 California Welfare & Institutions Code Section 18350 et seq.

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

Voter Registration

National Voter Registration Act of 1993

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

**CONTRACTOR NAME:** Jefferson Transitional Programs, Inc.  
**PROGRAM NAME:** MHSA CSS – JTP Art Works  
**DEPARTMENT ID:** 4100209185-74700-536240

**A. REIMBURSEMENT:**

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

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

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

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

3. The final year-end settlement shall be based upon the final year end settlement type or types as indicated by an "X" below (please mark all that apply):

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

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

The final year-end settlement for Net Negotiated Amount contract(s) (only) shall be based upon the Net Negotiated

1 Amount, as approved by COUNTY, and not to exceed  
2 percentage(s) or amount(s) as specified in the original contract  
3 proposal received and approved by the COUNTY.

4 \_\_\_\_\_ The final year-end settlement for ancillary or flexible spending  
5 categories shall be based on actual allowable cost, less revenue  
6 collected.

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

11 B. MAXIMUM OBLIGATION:

12 COUNTY'S maximum obligation for FY 2012/2013 shall be \$184,743 subject to  
13 availability of Federal, State, local and/or COUNTY funds.

14 C. BUDGET:

15 Schedule I presents (for budgetary and planning purposes only) the budget  
16 details pursuant to this Agreement. Where applicable, Schedule I contains  
17 department identification number (dept. id), the reporting unit (RU), billable and  
18 non-billable mode(s) and service function(s); units, revenues received,  
19 maximum obligation and source of funding pursuant to this Agreement.

20 D. REVENUES:

21 If, when and/or where applicable:

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

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

4 3. Patient/client eligibility for reimbursement from Medi-Cal, Private  
5 Insurance, Medicare, or other third party benefits shall be determined by  
6 the CONTRACTOR at all times for billing or service purposes.  
7 CONTRACTOR shall pursue payment from all potential sources in  
8 sequential order, with Short/Doyle Medi-Cal as payor of last resort.

9 4. CONTRACTOR is to attempt to collect first from Medicare (if site is  
10 Medicare certified), then insurance and then first party. In addition,  
11 CONTRACTOR is responsible for adhering to and complying with all  
12 applicable Federal, State and local Medi-Cal and Medi-Care laws and  
13 regulations as it relates to providing services to Medi-Cal and Medi-Care  
14 beneficiaries.

15 5. If a client has both Medicare or insurance and Medi-Cal coverage, a  
16 copy of the Medicare or insurance Explanation of Benefits (EOB) must  
17 be provided to the COUNTY within thirty (30) days of receipt.

18 6. CONTRACTOR is obligated to collect from the client any Medicare co-  
19 insurance and/or deductible if the site is Medicare certified.  
20 CONTRACTOR is required to clear any Medi-Cal Share of Cost amount  
21 (s) with the State. CONTRACTOR is obligated to attempt to collect the  
22 cleared Share of Cost amount (s) from the client. CONTRACTOR must  
23 notify the COUNTY in writing of cleared Medi-Cal Share of Cost (s)  
24 within seventy two (72) hours (excluding holidays) of the  
25 CONTRACTOR'S received notification from the State. Patients/clients  
26 with share of cost Medi-Cal shall be charged their monthly Medi-Cal  
27 share of cost in lieu of their annual liability. Medicare clients will be  
28 responsible for any co-insurance and/or deductible for services rendered  
29 at Medicare certified sites.

30 7. All other clients will be subject to an annual sliding fee schedule by  
31 CONTRACTOR for services rendered, based on the patient's/client's

1 ability to pay, not to exceed the CONTRACTOR'S actual charges for the  
2 services provided. In accordance with the State Department of Health  
3 Care Services Revenue Manual, CONTRACTOR shall not be penalized  
4 for non-collection of revenues provided that reasonable and diligent  
5 attempts are made by the CONTRACTOR to collect these revenues.  
6 Past due patient/client accounts may not be referred to private collection  
7 agencies. No patient/client shall be denied services due to inability to  
8 pay.

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

18 **E. REALLOCATION OF FUNDS:**

- 19 1. No funds allocated for any mode and service function as designated in  
20 Schedule I may be reallocated to another mode and service function  
21 unless written approval is given by the Program Manager prior to either  
22 the end of the Contract Period of Performance or the end of the Fiscal  
23 year (June 30<sup>th</sup>). Approval shall not exceed the maximum obligation.
- 24 2. In addition, CONTRACTOR may not, under any circumstances and  
25 without prior approval and/or written consent from the Region/Program  
26 Manager/Administrator and confirmation by the Supervisor of the  
27 COUNTY Fiscal Unit, reallocate funds between mode and service  
28 functions as designated in the Schedule I that are defined as non-  
29 billable by the COUNTY, State or Federal governments from or to mode  
30 and service functions that are defined as billable by the COUNTY, State  
31 or Federal governments.

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

6 F. RECOGNITION OF FINANCIAL SUPPORT:

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

10 G. PAYMENT:

- 11 1. Monthly reimbursements may be withheld at the discretion of the  
12 Director or its designee due to material contract non-compliance,  
13 including audit disallowances invoice or contract overpayment and/or  
14 adjustments or disallowances resulting from the COUNTY Contract  
15 Monitoring Review (CMT), Program Monitoring and/or the Cost Report  
16 Reconciliation/Settlement process.
- 17 2. In addition, if the COUNTY determines that there is any portion (or all) of  
18 the CONTRACTOR invoice(s) that cannot be substantiated, verified or  
19 proven to be valid in any way for any fiscal year, then the COUNTY  
20 reserves the right to disallow and/or withhold current and/or future  
21 payments from CONTRACTOR until valid, substantial proof of any  
22 and/or all items billed for is received, verified and approved by the  
23 COUNTY.
- 24 3. In addition to the CMT, Program Monitoring, and Cost Report  
25 Reconciliation/Settlement processes, the COUNTY reserves the right to  
26 perform periodic service deletes and denial monitoring for this  
27 agreement throughout the fiscal year in order to minimize and/or  
28 potentially prevent COUNTY and CONTRACTOR loss. The COUNTY,  
29 at its discretion, may withhold and/or offset invoices and/or monthly  
30 reimbursements to CONTRACTOR, at any time without prior notification  
31 to CONTRACTOR, for service deletes and denials that may occur in

1 association with this agreement. COUNTY shall notify CONTRACTOR  
2 of any such instances of services deletes and denials and subsequent  
3 withholds and/or reductions to CONTRACTOR invoices or monthly  
4 reimbursements.

5 4. Notwithstanding the provisions of Paragraph G-1 and G-2 above,  
6 CONTRACTOR shall be paid in arrears based upon the actual units of  
7 services provided and entered into the COUNTY'S specified Electronic  
8 Management of Records (ELMR) system. CONTRACTOR will be  
9 responsible for entering all client data into the COUNTY's ELMR  
10 Provider Connect system on a monthly basis and approving their  
11 services in the ELMR Provider Connect system for electronic notification  
12 to the COUNTY for batching (invoicing) and subsequent payment.  
13 CONTRACTOR must also submit to the COUNTY a signed Program  
14 Integrity Form (PIF) **attached as Exhibit C, Attachment A** signed by  
15 the Director of the CONTRACTOR organization or an authorized  
16 designee of the CONTRACTOR organization. This form must be faxed  
17 and/or emailed (PDF format only) to the COUNTY at fax: (951) 955-7361  
18 and/or emailed to: "ELMR\_PIF@rcmhd.org". The CONTRACTOR PIF  
19 form must be received by the COUNTY via fax and/or email for the prior  
20 month no later than 5:00 p.m. on the fifth (5<sup>th</sup>) working day of the current  
21 month. Failure by the CONTRACTOR to enter and approve all  
22 applicable services into the ELMR system for the applicable month, and  
23 faxing and/or emailing the signed PIF, will delay payment to the  
24 CONTRACTOR until the required documents as outlined herein are  
25 provided. If applicable, Short-Doyle Medi-Cal (SD/MC) billings shall be  
26 processed by the COUNTY and the CONTRACTOR shall provide the  
27 COUNTY with all information necessary for the preparation and audit of  
28 such billings.

29 5. The CONTRACTOR shall work with the COUNTY to generate a monthly  
30 invoice for payment (through the ELMR system batching process) and  
31 the COUNTY will work with the CONTRACTOR to access data in the



1 ELMR system for the CONTRACTOR to provide a quarterly report to  
2 their designated COUNTY Region/Program describing outcomes, and  
3 progress updates and services delivered based upon the contracts  
4 Exhibit A "Scope of Work".

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

9 **H. COST REPORT:**

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

16  Thirty (30) calendar days following the end of each fiscal year  
17 (June 30<sup>th</sup>), the expiration or termination of the contract,  
18 whichever occurs first.

19  Forty-five (45) calendar days following the end of each fiscal year  
20 (June 30<sup>th</sup>), the expiration or termination of the contract,  
21 whichever occurs first.

22  Seventy-Five (75) calendar days following the end of each fiscal  
23 year (June 30<sup>th</sup>), the expiration or termination of the contract,  
24 whichever occurs first.

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

- 28 3. CONTRACTOR shall follow all applicable Federal, State and local  
29 regulations and guidelines to formulate proper cost reports, including but  
30 not limited to OMB-circular A-122, OMB-circular A87, etc. .

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

1 shall not exceed the percentage of cost as submitted in the CONTRACT  
2 Request for Proposal or Cost Proposal(s).

3 I. BANKRUPTCY:

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

10 J. AUDITS:

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

1 will be mailed a report summarizing the results of the site visit. If and  
2 when necessary, a corrective Action Plan will be submitted by  
3 CONTRACTOR within thirty (30) calendar days of receipt of the report.  
4 CONTRACTOR'S failure to respond within thirty (30) calendar days will  
5 result in withholding of payment until the corrective plan of action is  
6 received. CONTRACTOR'S response shall identify time frames for  
7 implementing the corrective action. Failure to provide adequate  
8 response or documentation for this or previous year's Agreements may  
9 result in contract payment withholding and/or a disallowance to be paid  
10 in full upon demand.

11 **K. DATA ENTRY:**

- 12 1. CONTRACTOR understands that as the COUNTY implements its  
13 current ELMR system to comply with Federal, State and/or local funding  
14 and service delivery requirements, CONTRACTOR will, therefore, be  
15 responsible for sending at least one representative to receive all  
16 applicable COUNTY training associated with, but not limited to,  
17 applicable service data entry, client registration, billing and invoicing  
18 (batching), and learning how to appropriately and successfully utilize  
19 and/or operate the current and/or upgraded ELMR system as specified  
20 for use by the COUNTY under this agreement. The COUNTY will notify  
21 the CONTRACTOR when such training is required and available.
- 22 2. CONTRACTOR is required to enter all units of service into the  
23 COUNTY'S ELMR system for the prior month no later than 5:00 p.m. on  
24 the fifth (5th) working day of the current month. Late entry of services  
25 into the COUNTY'S ELMR system may result in financial and/or service  
26 denials and/or disallowances to the CONTRACTOR.

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28 /Rev. 05/30/2012 STL/ALM/RBE/LS FY 12/13  
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**SCHEDULE I  
MENTAL HEALTH**

CONTRACT PROVIDER NAME:	JEFFERSON TRANSITIONAL PROGRAMS - ART WORKS	FY 12/13
	ACTUAL COST ( X )	NEGOTIATED NET AMOUNT ( )
DEPT ID/PROGRAM:	4100209185-74700-536240	SYSTEM RU #: 33G9N1

TYPE OF MODALITY	MH OUTREACH							TOTAL
MODE OF SERVICE:	45							
SERVICE FUNCTION:	10							
PROCEDURE CODES:	620NB							
UNIT MEASUREMENT:	hours							
NUMBER OF UNITS:	4,160							4,160
COST PER UNIT:	\$44.41							
GROSS COST:	\$184,743							\$184,743
PROV. CONNECT AUTH NUMBER								
<b>LESS REVENUES COLLECTED BY CONTRACTORS:</b>								
A. PATIENT FEES								0
B. PATIENT INSURANCE								0
C. OTHER								0
TOTAL CONTRACTOR REVENUES								0
MAXIMUM OBLIGATION	\$184,743		\$0	\$0	\$0	\$0		\$184,743
<b>S OF F - MAX OBLIGATION:</b>								
A. MHSA - CSS	\$184,743		\$0	\$0	\$0	\$0		\$184,743
F. OTHER:								
TOTAL (SOURCES OF FUNDING)	\$184,743		\$0	\$0	\$0	\$0		\$184,743

FUNDING SOURCES DOCUMENT: 2012-13 CLIB Net Funding

ADMIN SVCS ANALYST SIGNATURE: \_\_\_\_\_

Cindy Hagan, Administrative Services Analyst II, MHSA Administration, (951) 955-7120

Date

FISCAL SERVICE SIGNATURE: \_\_\_\_\_



# Mental Health Services Act Indirect Program Integrity Form

**Contractor Name:** \_\_\_\_\_

**Billing Month & Year:** \_\_\_\_\_

**Program RU & Name:** \_\_\_\_\_

**Dept Id.:** \_\_\_\_\_

**Billing Amount:** \_\_\_\_\_

**Bill Enum # (from Provider Connect):** \_\_\_\_\_

Services and costs entered into Provider Connect are true, accurate, and correct.

**Contractor representative name:** \_\_\_\_\_

**Contractor representative signature:** \_\_\_\_\_

**Date Submitted to County:** \_\_\_\_\_

*Please submit completed form to: [ELMR\\_PIF@rcmhd.org](mailto:ELMR_PIF@rcmhd.org) OR to 951-955-7361*