

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

721



FROM: Department of Mental Health

SUBMITTAL DATE:
March 7, 2013

SUBJECT: Approve the FY 2012/2013 Agreements with Superior Court of California and Mental Health Systems for Drug Court services. **(All Districts)**

RECOMMENDED MOTION: Move that the Board of Supervisors ratify and:

1. Approve the Cooperative Agreement with Superior Court of California, as funded by Drug Court Realignment funds, as a sole source procurement agreement for \$23,263 for FY 2012/2013;
2. Approve the Provider Service Agreement with Mental Health Systems, as funded by Drug Court Realignment funds, as a sole source procurement agreement for \$223,999 for FY 2012/2013;
3. Authorize the Chairman of the Board of Supervisors to sign both Agreements;
4. Exempt the Riverside County Purchasing Agent from the sole source requirement when adding new agreements for Drug Court services for an amount not to exceed \$100,000 while staying in a Board of Supervisors approved aggregate amount of \$300,000; and
5. Authorize the Riverside County Purchasing Agent to sign ministerial amendments for Drug Court Agreements while staying within the Board of Supervisors approved aggregate amount of \$300,000, and annually renew these agreements through June 30, 2017.

BACKGROUND: On July 17, 2007 and July 29, 2008, Agenda Items 3.42 and 3.91 respectively, the Board of Supervisors accepted, on behalf of the Riverside County Department of Mental Health (RCDMH), the original Comprehensive Drug Court Implementation (CDCI) and Drug Court Partnership (DCP) grant awards in order for the RCDMH to utilize these funds to enhance and expand Drug Court services as required by the CDCI and DCP grants. **(Continued on page 2)**

JW:SL

Jerry Wengerd
Jerry Wengerd, Director
Department of Mental Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$300,000	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	NO
	Annual Net County Cost:	\$0	For Fiscal Year:	FY 12/13

SOURCE OF FUNDS: 100% Realignment funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Elizabeth J. Olson*
County Executive Office **SIGNATURES**

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: March 19, 2013
xc: Mental Health, Purchasing

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

3-23

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]* DATE: 3-7-13
 ELEN M. BOEVA
 Purchasing: *[Signature]*
 Departmental Concurrence

Policy Policy
 Consent Consent
 Dep't Recomm.: Per Exec. Ofc.:

SUBJECT: Approve the FY 2012/2013 Agreements with Superior Court of California and Mental Health Systems for Drug Court services. **(All Districts)**

BACKGROUND: (continued)

In recent fiscal years, Drug Court funds that were previously received through these grant awards from the State have now been realigned by the State to the County, and is included in the department's annual county budget. The Drug Court services programs are designated for defendants and probationers who are charged with felonies and/or misdemeanor drug possession or drug use offenses. With Drug Court funding, the RCDMH desires to continue its contractual relationship with the Court and Mental Health Systems, Inc., as sole source procurement agencies, to provide Drug Court service coordination and treatment services such as training, program development, master plan participation, and Out-Patient Drug Free direct treatment services. Approval of these agreements will assist the RCDMH in continuing to enhance and expand the current Drug Court services program in order to divert non-violent, drug possession offenders from incarceration into community-based, substance abuse treatment programs.

Therefore, the RCDMH is requesting that the Riverside County Board of Supervisors approve the Drug Court realignment funded agreements with the Court and Mental Health Systems, Inc. for FY 2012/2013 in order for the RCDMH to have the financial mechanism to reimburse these agencies for the Drug Court services rendered in FY 2012/2013 and going forward.

PERIOD OF PERFORMANCE:

The period of performance for both agreements is from July 1, 2012 to June 30, 2013, and may be renewed annually through June 30, 2017 upon the availability of applicable realignment funds. Each agreement has termination provisions in the instance that funding becomes unavailable.

FINANCIAL DATA:

The total combined amount for both agreements for FY 2012/2013 is \$247,262. However, in order to have a reserve for additional Drug Court services that may be required in the near future, an aggregate amount of \$300,000 is being requested to have sufficient financial provisions. No additional County funds are required.

PRICE REASONABLENESS:

Both the Court and Mental Health Systems, Inc. were a part of the original Drug Court grant submission to the State. As a result, both the Court and Mental Health Systems' rates were negotiated based on the State established Drug Medi-Cal rate.

JUSTIFICATION FOR DELAY:

After legal changes to the Mental Health Systems, Inc. agreement, and due to extensive contract negotiations between the RCDMH and Superior Court, this agreement is now prepared to go to the Board of Supervisors for approval.

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**COOPERATIVE AGREEMENT
BETWEEN
THE COUNTY OF RIVERSIDE DEPARTMENT OF MENTAL HEALTH
AND
SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
UNDER THE DRUG COURT SERVICES PROGRAM
RENEWED AND RESTATED FOR FY 2012/2013**

That certain AGREEMENT between the County of Riverside Department of Mental Health hereinafter ("RCDMH") and the Superior Court of California, located within the County of Riverside hereinafter ("COURT"), originally approved by the Board of Supervisors on July 29, 2008, Agenda Item 3.91, for FY 2007/2008; renewed by the COURT on April 22, 2009 and RCDMH on May 8, 2009 for FY 2008/2009; renewed by the COURT on December 29, 2009 and RCDMH on January 5, 2010 for FY 2009/2010; renewed by the COURT on April 19, 2011 and RCDMH on April 12, 2011 for FY 2010/2011; renewed by the COURT on June 4, 2012 and RCMHD on June 11, 2012 for FY 2011/2012; and is hereby renewed for FY 2012/2013, effective July 1, 2012 through June 30, 2013, in consideration for mutual obligations:

That certain AGREEMENT is renewed and restated as follows:

- A. WHEREAS, the purpose and intent of Drug Court Partnership (hereinafter "DCP") and Realignment funds is to enhance and expand the current Drug Court System to divert from incarceration into community-based substance abuse treatment programs non-violent defendants, probationers charged with felony and/or misdemeanor drug possession or drug use offenses; and
- B. WHEREAS, any person convicted of a felony non-violent drug possession offense shall appear in COURT; and
- C. WHEREAS, from FY 2011/2012, DCP grant funds under the Realignment funding from ADP were used to provide services by the COORDINATOR of the COURT ; and
- D. WHEREAS, in FY 2011/2012, funds under Realignment from ADP were used to fund travel and/or salaries of the COORDINATOR of the COURT; and
- E. WHEREAS, commencing in FY 2011/2012 the services provided by the COORDINATOR of the COURT will now be primarily reimbursed by Realignment funds as issued directly to the RCDMH; and
- F. WHEREAS, continuing into FY 2012/2013, the services provided by the COORDINATOR of the COURT will be primarily reimbursed by Drug Court Realignment funds as issued directly to the RCDMH;
- G. WHEREAS, as a condition of probation, the COURT may require participation in and completion of an appropriate drug treatment program that may include the provision of other ancillary services; and

1 H. WHEREAS, the services provided by the RCDMH and COURT are vital to the
2 implementation and success of the Drug Court Program, in which both programs are being
3 funded under this AGREEMENT by Drug Court Realignment funding; and

4 I. WHEREAS, this AGREEMENT will serve as an understanding of the roles, responsibilities
5 and services to be provided by COURT and RCDMH, in accordance with the Drug Court
6 program and the method for distribution of funds.

7 NOW, THEREFORE, the RCDMH and COURT mutually agree as follows:

8 I. **SCOPE OF SERVICE:**

9 The purpose of this AGREEMENT, between the RCDMH and the COURT, is to outline the roles,
10 responsibilities and duties of these agencies to provide services under Drug Court, program as now
11 funded by Drug Court Realignment funding. The RCDMH and COURT have worked in an
12 interagency collaborative process in the adjudication, treatment and monitoring of substance abuse
13 criminal offenders. Clients will be processed through the COURT and referred to appropriate
14 RCDMH services. The COURT will have the responsibility of providing a COORDINATOR
15 position under this AGREEMENT to oversee the interagency collaboration and coordination,
16 communication and the completion of other activities to ensure the successful operation of the
17 Drug Court System countywide.

18 II. **DRUG COURT PROGRAM COORDINATOR DUTIES:**

19 The COURT shall ensure the COORDINATOR provides the following services in compliance
20 with the guidelines stipulated under the Drug Court programs and funding:

- 21 1. The COORDINATOR shall support the RCDMH, Substance Abuse Program in all
22 efforts to provide treatment consistent with the 10-key Components, as defined by the
23 National Association of Drug Court Professionals and Promising Practices, as defined
24 by the Administrative Offices of the Court ("AOC"). Both of these items are attached
25 hereto as Attachment A and Attachment B and incorporated herein by this reference;
- 26 2. The COORDINATOR shall support the RCDMH Substance Abuse Program in
27 competing for and obtaining funding through grant sources to enhance and/or expand
28 existing Drug Court and/or related services. The COORDINATOR shall assist in
sustaining oversight of the Steering Committee that consists of the Judge, District
Attorney, Public Defender, Probation, the RCDMH Substance Abuse program, and
other key partners to provide oversight to the adult offender drug courts countywide.
3. The COORDINATOR shall coordinate and schedule regular meetings with the
Masterplan Subcommittee and the Oversight Committee as directed by those judicial
committee chairs.
4. The COORDINATOR shall continue to work with the Masterplan Subcommittee to
review and standardize eligibility criteria for adult offenders to be approved through
Drug Court Oversight.
5. The COORDINATOR shall oversee updates and changes of the uniform "Participant
Agreement" for all Adult Offender Drug Court admissions as approved by Drug Court
Oversight.
6. The COORDINATOR shall continue to be a liaison for referrals to all adult offender
Drug Courts.

7. The COORDINATOR shall work with the Masterplan oversight committee to develop a written protocol for each participating agency in the collaborative defining their role on the Drug Court Team and commitment to working together in a non-adversarial climate;
8. The COORDINATOR shall work cooperatively with the RCDMH in gathering and reporting data for outcome and evaluation purposes;
9. The COORDINATOR shall support the training of all members of the collaborative teams countywide and provide opportunities for on-going education to team members. The COORDINATOR shall attend State Drug Court Coordinator meetings at AOC in the State of California;
10. The COORDINATOR shall provide assistance identifying an evaluation methodology for assessing the overall effectiveness of the drug court program;
11. The COORDINATOR shall assist in the development of and dissemination of information to the public, state, and courts and as needed to ensure countywide consistency in the reporting of information; and
12. The COORDINATOR shall attend conferences related to treatment and addiction; and.
13. The COORDINATOR shall share statistics for all applicable Drug Court programs related to this agreement with all collaborating partners.

III. **FISCAL PROVISIONS:**

A. **TERM:**

This AGREEMENT shall be effective from July 1, 2012 through June 30, 2013 (“Term”), with the option to renew annually up to three (3) additional years by means of mutual, written consent by both parties, and may be terminated upon unavailability of Federal, State and/or County Funds.

B. **ANNUAL RENEWAL:**

This AGREEMENT may be renewed annually by RCDMH providing written notice to the COURT that RCDMH is exercising the annual renewal. Notice shall be provided to the COURT at least sixty (60) calendar days before the end of the fiscal year and both parties shall be in agreement with the terms and conditions of the AGREEMENT upon the annual renewal. Otherwise, the AGREEMENT will be deemed terminated at the end of the fiscal year and the COURT will have no further obligations to RCDMH. The party requesting the modification or revision shall provide notice stating the modification ten (10) days to the other party prior to the execution.

C. **REIMBURSEMENT/PAYMENT:**

1. This AGREEMENT shall not exceed \$23,263 (“Agreement Amount”).
2. The contract maximum obligation for this AGREEMENT is as follows:

Contract Year	Total Contract Maximum	Salary <u>with No Benefits and Travel</u> for COORDINATOR (Grant Funded Portion)
2012/2013	\$23,263	\$23,263 SALARY (CDCI/DCP)

YR 5 Total	\$23,263	\$23,263
GRAND TOTAL	\$23,263	\$23,263

3. \$23,263 herein is the maximum amount of Drug Court funds that the RCDMH will reimburse to the COURT for salary with no benefits that is provided to the COURT Drug Court Coordinator under the provisions of Drug Court.
4. The COURT will perform the services outlined in this AGREEMENT and will bill RCDMH for gross annual amounts for services in accordance with section D below.
5.
 - a. Total Amount:
The contract maximum for year five (2012/2013) is a not to exceed amount of \$23,263 will equal the COORDINATOR salary with no benefits in the amount of \$23,263 funded with Drug Court Realignment funds.
 - b. Reimbursements:
The COURT will be reimbursed for the COORDINATOR salary with no benefits for services provided under this AGREEMENT and based upon the provisions of this MOU.
6. All claims to the RCDMH must have supporting documentation attached, including the COURT match report. Detailed expenses shall be completed in the claim format specified by the RCDMH's Fiscal Unit.
7. In the event RCDMH experiences reductions or increases in Drug Court Realignment funding, RCDMH's allocation to the COURT for the COORDINATOR salary, as stated above in Section III (C)(1) and referred to as Agreement Amount, shall increase or decrease in proportion to the increase or decrease RCDMH receives in Drug Court Realignment funds.

D. RATE OF PAYMENT:

COURT shall bill RCDMH for services and/or travel on a quarterly basis for all service incurred costs as provided for by this AGREEMENT during the applicable quarter by the COURT. The claim format will be provided by the RCDMH Fiscal Unit. Billings sent by COURT to the RCDMH Fiscal Unit shall be submitted in accordance with Section E below.

E. BILLING/REIMBURSEMENT:

In consideration of the services performed, in a manner acceptable to the RCDMH, COURT shall be reimbursed by the RCDMH quarterly (retroactive back to 7/1/12). Invoices will be submitted for processing to the RCDMH Administration at 4095 County Circle Drive, Riverside, CA 92503 by the 15th day of each quarterly month (October 15, January 15, April 15, and July 15). Invoicing will be based on hours of services provided to the RCDMH by the Drug Court COORDINATOR based on the duties as outlined in this AGREEMENT.

1 **F. RECORDS:**

2 All financial records, supporting documents, statistical records, and all other records
3 pertaining to the use of the funds provided under this AGREEMENT shall be retained
4 collectively by RCDMH and COURT for a period of five (5) years, at a minimum, and shall
5 be made available for audit by County, State or Federal representatives as necessary. In the
6 event of litigation, claim or audit, the records shall be retained until all litigation, claims and
7 audit findings involving the records, have been fully resolved. The five (5) year period
8 commences upon submission of the final claim for payment to COURTS. Exceptions to the
9 five (5) year retention period will be made if County, State, and/or Federal laws mandate a
10 longer retention period.

11 **G. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**
12 **(HIPAA):**

13 The COURT in this AGREEMENT is subject to all relevant requirements contained in the
14 Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191,
15 enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The
16 COURT agrees to cooperate in accordance with the terms and intent of this AGREEMENT for
17 implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The
18 COURT agrees it shall be in compliance, and shall remain in compliance with the
19 requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may
20 be amended from time to time.

21 All privacy complaints should be referred to:
22 Riverside County Dept. of Mental Health
23 Attn: Compliance Officer
24 P.O. Box 7549
25 Riverside, CA 92513
26 (951) 358-4521

27 **H. CONFIDENTIALITY:**

28 COURT agrees to maintain the confidentiality of all mental health and/or substance abuse
client information in accordance with all applicable Federal, State and local laws and
regulations. COURT will ensure that names, addresses, phone numbers, and any other
individually identifiable information concerning mental health and/or substance abuse clients
and the services they may be receiving are kept confidential. Applicable confidentiality laws
include, but may not be limited to, California Welfare & Institution Code, Section 5328
through 5330, inclusive, 45 CFR Section 205.50, 42 CFR-Chapter 1-Part 2. The RCDMH will
notify the RCDMH Compliance Officer of any breach of applicable confidential laws
referenced herein.

IV. **TERMINATION PROVISIONS:**

This AGREEMENT may be terminated with or without cause, by either party, upon thirty (30)
days written notice to the other party. In the event of unavailable State and/or Federal funding,
this AGREEMENT may be terminated immediately upon written notification by either party.
Upon termination, the RCDMH will pay COURT for the fair value of work satisfactorily
performed prior to termination, not to exceed the total AGREEMENT amount. The RCDMH
reserves the right to reduce the COURT's allocation for reimbursement at any time as a result of
any reductions RCDMH may receive in Drug Court funding. Parties shall comply with all the
terms and conditions of this AGREEMENT and all pertinent State and Federal statutes and

1 regulations. If the COURT fails to comply with the conditions of this AGREEMENT, RCDMH
2 may take one or more of the following actions, as deemed appropriate and lawful:

- 3 a. Temporarily withhold payments pending correction of the deficiency.
- 4 b. Disallow (deny funds) for all or part of the cost or activity not in compliance.
- 5 c. Wholly or partly suspend or terminate the AGREEMENT and if necessary, request
6 repayment to RCDMH if any disallowances are rendered after audit findings.

7 **V. ALTERATION OF TERMS, ENTIRE AGREEMENT, AMENDMENT:**

8 This AGREEMENT along with all incorporated Attachments fully expresses all understandings of
9 the parties concerning all matters covered and shall constitute the total AGREEMENT. No
10 addition to, or alteration of, the terms of this AGREEMENT, whether by written or verbal
11 understanding of the parties, their officers, agents, or employees, shall be valid unless made in the
12 form of a written amendment to this AGREEMENT, which is formally approved and executed by
13 both RCDMH and COURT.

14 **VI. MISCELLANEOUS PROVISIONS:**

- 15 A. **ASSIGNMENT:** This AGREEMENT shall not be assigned by COURT, either in whole
16 or in part, without prior written consent of RCDMH. Any assignment or purported
17 assignment of this AGREEMENT by COURT without the prior written consent of
18 RCDMH will be deemed void and of no force or effect.
- 19 B. **SEVERABILITY:** If any provision in this AGREEMENT is held by a court of competent
20 jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless
21 continue in full force without being impaired or invalidated in any way.
- 22 C. **WAIVER OF RIGHTS:** The COURT's or RCDMH's action, inaction, of failure to
23 enforce any right or provision of this AGREEMENT is not a waiver of its rights, and will
24 not prevent COURT or RCDMH from enforcing such rights on any future occasion.
- 25 D. **COMPLIANCE:** The COURT warrants and certifies that, in the performance of this
26 AGREEMENT, it shall comply with all applicable laws, rules, regulations and orders of
27 the United States, the State of California, and the County of Riverside, including the laws
28 and regulations pertaining to labor, wages, hours and other conditions of employment. The
COURT further warrants and certifies that it shall comply with new, amended, or revised
laws, regulations and/or procedures that apply to the performance of this AGREEMENT.
- 29 E. **INDEPENDENT CONTRACTOR:** It is understood and agreed the COURT is an
independent entity and that no relationship of employer-employee exists between the
parties. The COURT shall not be entitled to any benefits payable to employees' of
RCDMH, including Riverside County's Workers' Compensation Benefits. RCDMH is not
required to make any deductions from the compensation payable to COURT under the
provisions of this AGREEMENT.
- 30 F. **INDEMNIFICATION:**
 - 31 1. The COURT shall indemnify and hold harmless RCDMH, its officers, employees
and agents, from and against any liability arising from third-party claims against
RCDMH as a result of the COURT's actual breach of the warranties,
representations, or obligations made by the COURT to RCDMH under this
AGREEMENT. The COURT shall defend, at its sole expense, all costs and fees,

1 including but not limited to, reasonable attorney's fees, cost of investigation,
2 defense and settlements or awards, the RCDMH, its officers, employees and agents
3 in any claim or action based on the COURT's actual breach of the warranties,
4 representations, or obligations made by the COURT to the RCDMH under this
5 AGREEMENT. Such indemnification will not include loss, damage, or expense
6 arising from the sole negligence or willful misconduct of the RCDMH, its agents,
7 officers and employees.

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2. The RCDMH shall indemnify and hold harmless the COURT, its officers,
employees and agents, from and against any liability arising from third-party
claims against the COURT as a result of RCDMH's actual breach of the warranties,
representations, or obligations made by RCDMH to the COURT under this
AGREEMENT. RCDMH shall defend, at its sole expense, all costs and fees,
including but not limited to, reasonable attorney's fees, cost of investigation,
defense and settlements or awards, the COURT, its officers, employees and agents
in any claims or action based on the RCDMH's actual breach of the warranties,
representations, or obligations made by the RCDMH to the COURT under this
AGREEMENT. Such indemnification will not include loss, damage, or expense
arising from the sole negligence or willful misconduct of the COURT or its agents,
officers and employees.

G. **LIMITATION OF LIABILITY:** Excepting there from the provisions of Article VI.F of
this AGREEMENT, neither party will be liable to the other, its agents, officers, employees,
and/or subcontractors for any indirect, special, or consequential damages, including lost
profits or revenue, arising from or relating to this AGREEMENT, regardless of whether
either party was advised of the possibility of such loss or damage. Except as noted herein,
in no event will either party's liability for direct damages arising from or related to this
AGREEMENT, for any cause whatsoever, and regardless of the form of action, whether in
contract or tort, exceed the amounts paid to COURT by RCDMH under this
AGREEMENT.

H. **CAPTIONS:** Headings and captions to the provisions of this AGREEMENT are solely for
the convenience of the parties, are not part of this AGREEMENT, and will not be used to
interpret or determine the validity of this AGREEMENT.

I. **INSURANCE:** The COURT is a public entity of the State of California. The COURT is
lawfully self-insured for all risk, physical damage, and public liability. The self-insurance
program is managed and administered by the Office of the General Counsel,
Administrative Office of the Courts, Judicial Council of California. For any action derived
from the COURT's or COORDINATOR's provision of obligations as stated herein, the
COURT's insurance shall be deemed primary and the COUNTY's insurance shall not be
deemed contributory.

J. **JURISDICTION, VENUE, and ATTORNEY'S FEES:** This AGREEMENT is to be
construed under the laws of the State of California. The parties agree to the jurisdiction
and venue of the appropriate courts in the County of Riverside, State of California. Should
action be brought to enforce or interpret the provisions of the AGREEMENT, the
prevailing party shall be entitled to attorney's fees in addition to whatever other relief are
granted.

1 K. **MEDIATION.**

2 In the event any dispute, claim or controversy ("dispute") arising from this AGREEMENT,
3 the parties agree they will first attempt to resolve the dispute by entering into mediation
4 with a mediator selected through the following process:

5 Both parties will select representative(s) from their staff to attend the mediation. The party
6 seeking mediation shall give written notice to the other party of its desire to commence
7 mediation. A mediation session shall take place within sixty (60) business days from the
8 date notice was given. The parties shall appoint a mutually acceptable mediator. The
9 parties further agree to share equally the costs of the mediation, which costs will not
10 include costs incurred by a party for representation by counsel at the mediation. If
11 mediation fails to resolve the dispute, either party may bring legal action. The parties
12 agree that any legal action relating to claims, controversies or disputes pertaining to the
13 formation, construction, performance, applicability, interpretation, enforceability, or
14 breach of this AGREEMENT, or any claim or assertion that all or party of this
15 AGREEMENT, shall be brought before a court of competent jurisdiction in Riverside
16 County, California.

17 L. **COUNTERPARTS:** For the convenience of the parties, this AGREEMENT may be
18 executed in two or more counterparts. When at least one such counterpart has been signed
19 by each party, this AGREEMENT shall be deemed to have been fully executed, each
20 counterpart shall be deemed to be an original, and all counterparts shall be deemed to be
21 one and the same AGREEMENT.

1 **SIGNATORIES:**

2 The COURT and RCDMH mutually agree to fully and faithfully perform all applications set forth in this
3 AGREEMENT. Both parties agree to have their duly authorized signatories sign this AGREEMENT

4 RIVERSIDE COUNTY DEPARTMENT
5 OF MENTAL HEALTH

SUPERIOR COURT OF CALIFORNIA

6 SIGNED: John J. Benoit

SIGNED: Mark A. Cope

7 PRINT: John J. Benoit

PRINT: Judge Mark Cope

8 TITLE: Chairman of the Board of Supervisors

TITLE: Presiding Judge, Drug Court Program

9 DATE: MAR 19 2013

DATE: 3/5/13

10 ATTEST:

11 KECIA HARPER-IHEM, Clerk

12 By [Signature]
DEPUTY

13 **COUNTY COUNSEL**

14 Pamela Walls

15 Approved as to Form

16 BY: [Signature]
Deputy County Counsel

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FY 2012/2013

AGREEMENT RENEWAL

BETWEEN

COUNTY OF RIVERSIDE AND

MENTAL HEALTH SYSTEMS, INC.- DRUG COURT

That certain agreement between the County of Riverside (COUNTY) and MENTAL HEALTH SYSTEMS, INC. (CONTRACTOR) originally approved by the Board of Supervisors on July 17, 2007 Agenda Item 3.42, for FY 2006/2007; renewed by the Riverside County Purchasing Agent on October 15, 2007 for FY 2007/2008; renewed by the Purchasing Agent on November 26, 2008 for FY 2008/2009; renewed by the Purchasing Agent on October 8, 2009 for FY 2009/2010; renewed by the Purchasing Agent on March 8, 2011 for FY 2010/2011, extended for the first time by the Purchasing Agent on August 16, 2011 for FY 2011/2012; and is here by renewed again for FY 2012/2013, effective July 1, 2012 and shall continue to June 30, 2013.

That certain agreement is modified as follows:

1. Section IV-PROGRAM SUPERVISION, MONITORING AND REVIEW is modified as follows:

Delete introduction paragraph in its entirety and replace it with the following paragraph:

“Pursuant to Title 9, California Code of Regulations, Division 4, and Health and Safety Code, services hereunder shall be provided by CONTRACTOR under the general supervision of the COUNTY Director of Mental Health, hereinafter called DIRECTOR, or his authorized designee. CONTRACTOR agrees to extend to DIRECTOR or his designee, the COUNTY Contract Monitoring Team, COUNTY Case Management Staff, and other authorized County, Federal and/or State representatives, the right to enter the program facilities during operating hours to monitor client well-being; and the right to review and monitor CONTRACTOR’s facilities, programs, policies, practices, books, records, or procedures during operating hours. In exercising the right to review or monitor CONTRACTOR’s administrative, clinical, fiscal, and program components, staff and facility(ies), the COUNTY shall enforce applicable contract provisions and COUNTY policies with

1 regards to threats and violent behavior or harassment in the workplace concerning its employees.
2 CONTRACTOR further agrees to authorize the COUNTY, under this Agreement, to have access to
3 all COUNTY consumers, to collaborate with treating staff, and to review necessary documents to
4 ensure that the consumer has received all necessary assessments, all necessary treatment planning
5 with measurable goals, and documented progress towards goals. CONTRACTOR agrees to allow
6 COUNTY to collaborate with CONTRACTOR personnel regarding COUNTY consumer aftercare
7 services and continuity of care with the COUNTY.

8
9 2. Add paragraph "E." as follows:

10 "As it pertains to COUNTY Contract and/or Program Monitoring, if at any point during the length of
11 this Agreement, the COUNTY determines the CONTRACTOR is out of compliance with any
12 provision in this Agreement, the COUNTY may request a plan of correction, after providing the
13 CONTRACTOR with written notification detailing the basis for the finding of non-compliance.
14 Within thirty (30) days of receiving this separate notification, the CONTRACTOR shall provide a
15 written plan of corrective action addressing the non-compliance. If the COUNTY accepts the
16 CONTRACTOR'S proposed plan of correction, it shall temporarily suspend other punitive actions to
17 give the CONTRACTOR the opportunity to come into full compliance in the area of deficiency. If
18 the COUNTY determines the CONTRACTOR has failed to implement an appropriate corrective
19 action, CONTRACTOR funds or invoice payment may be withheld until compliance is fully
20 achieved. CONTRACTOR shall cooperate with any such effort by COUNTY, including follow-up
21 investigation(s) and interview(s) of witnesses. Failure to cooperate or take corrective action as
22 maybe indicated by an investigation could result in further punitive actions and/or termination of this
23 Agreement. Notwithstanding the forgoing, the COUNTY reserves the right, at any time and without
24 a thirty (30) day written notice, to disallow or withhold CONTRACTOR funding if and when
25 deemed necessary for material non-compliance as it pertains to any provision of this Agreement.
26

27 3. Section V-STATUS OF CONTRACTOR is modified as follows:

28 Add paragraph "A." to read as follows:

1 "CONTRACTOR shall maintain on file at all times, and as deemed applicable and appropriate for
2 CONTRACTOR, the following, but not limited to, organization status related documentation:

- 3 1. Articles of Incorporation;
- 4 2. Any and all Amendment of Articles;
- 5 3. List of Agency's Board of Directors and Advisory Board;
- 6 4. A resolution indicating who is empowered to sign all contract documents pertaining to
7 the agency;
- 8 5. By-laws and minutes of Board meetings; and
- 9 6. All applicable Federal, State and County licenses."

10
11 4. Section VI-ADMINISTRATIVE CHANGE IN STATUS is modified as follows:

12 Add paragraph "D." to read as follows:

13 "If there are any CONTRACTOR administrative changes, such as signatory authority,
14 management, site addresses, business locations, remittance addresses, tax identification numbers,
15 business ownership, etc., a letter, on CONTRACTOR's letterhead and signed by the
16 CONTRACTOR's Chairman of the Board or President or Chief Executive Officer, or its designee,
17 and/or a copy of CONTRACTOR's Board minutes authorizing the change(s), the appropriate
18 documentation must be submitted to COUNTY within two weeks of the change."

19
20 5. Section IX- LICENSES is modified as follows:

21 "CONTRACTOR warrants that it has all applicable, appropriate and necessary licenses, permits,
22 approvals, certifications, waivers and exemptions necessary for the business to operate and personnel
23 to provide services hereunder and as required by laws and regulations set forth by the Federal, State
24 and County laws and all other appropriate governmental agencies, and agrees to maintain these
25 throughout the term of this Agreement. CONTRACTOR shall notify DIRECTOR, or its designee,
26 immediately and in writing of its inability to maintain, irrespective of the pendency of an appeal of
27 such licenses, permits, approvals, certifications, waivers or exemptions. In addition, all treatment
28 providers will be licensed and/or certified as Alcohol and Other Drug (AOD) providers by the State.

1 Drug Medi-Cal providers must have both certifications; one as a Drug Medi-Cal provider and one as
2 an AOD provider.

3 6. Section XVI-REPORTS is modified as follows:

4 7. Revise paragraph "H." to read as follows:

5 "H. As Mental Health and/or Substance Abuse service providers and funding recipients, under the
6 State Charitable Choice requirements, CONTRACTOR, must adhere to the following:

- 7 1. Ensure that CONTRACTOR provides notice to all its clients of their right to alternative
8 services if, when and where applicable;
- 9 2. Ensure that CONTRACTOR refers clients to alternative services if, when and where
10 applicable; and
- 11 3. Fund and/or provide alternative service if, when and where applicable. Alternative services are
12 services determined by the State to be accessible, comparable, and provided within a
13 reasonable period of time from another Mental Health and/or Substance Abuse provider (or
14 alternative provider if, when and where applicable) to which the client has no objection."

15 8. Revise paragraph "I" to read as follows:

16 I. "As a condition of receiving reimbursement from the COUNTY annually, all direct
17 treatment providers must be engaged in following the five key principles of
18 Evidenced Based Predictors of Change according to the Network for the
19 Improvement of Addiction Treatment (NIATX) as follows:

- 20 1. Understand and Involve the Customer
- 21 2. Focus on Key Problems
- 22 3. Select the right change leader
- 23 4. Seek ideas from outside the field and organize
- 24 5. Do Rapid Cycle testing

25 The above mentioned five (5) key principles of change will be used to improve one (1) or
26 more of the following four (4) NIATX project aims:

- 27 1. Reduce Waiting times
- 28 2. Reduce No-Shows

1 3. Increase Admissions

2 4. Increase continuation rates

3 For NIATX appropriate projects view the NIATX website at: www.NIATX.net.

4 One annual report will be reviewed by the RCDMH Substance Abuse Services Program
5 Administrator or designee each fiscal year during the annual CMT visit for the
6 implementation of one 90 day duration of change, for one of four NIATX project aims.

7 This report is to include the following:

8 1. Identification of the project aim

9 2. The base line measure number

10 3. The change objective: change and percentage

11 The 90 day measure (30 and 60 day measurements, if available): number and change
12 percentage.”

13 9. Section XVIII-CONFIDENTIALITY is modified as follows:

14 Add paragraph “G.” as follows:

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

25
26 Attention: Mental Health Compliance Officer

27 Riverside County Department of Mental Health

28 P.O. Box 7549

1
2 If the security breach requires notification under Civil Code section 1789.82, CONTRACTOR
3 agrees to assist the COUNTY in any way, in any action pertaining to such unauthorized disclosure
4 required by applicable, Federal, State and/or County laws and regulations.”

5 10. Add paragraph “H.” as follows:

6 “H.” Safeguards: The CONTRACTOR shall implement administrative, physical, and technical
7 safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability
8 of the Protected Health Information (PHI), included electronic PHI, that it creates, receives,
9 maintains, or transmits on behalf of DMH; and to prevent use or disclosure of PHI other than as
10 provided for by this Agreement. In addition, CONTRACTOR shall develop and maintain a written
11 information privacy and security program that includes administrative, technical and physical
12 safeguards appropriate to the size and complexity of the CONTRACTOR’s operations and the
13 nature and scope of its activities. CONTRACTOR shall also provide COUNTY with a copy of
14 information outlining such safeguards that are developed and implemented by the CONTRACTOR
15 upon thirty (30) days written request by the COUNTY.”
16

17 11. Add paragraph “I.” as follows:

18 “I. The CONTRACTOR shall implement strong access controls and other security safeguards
19 and precautions as noted in the following to restrict logical and physical access to confidential,
20 personal (e.g. PHI) or sensitive data to authorized users only. The CONTRACTOR shall enforce
21 the following administrative and technical password controls on all systems used to process or
22 store confidential, personal, or sensitive data:
23

24 1. Passwords must not be:

- 25 A. Shared or written down where they are accessible or recognizable by anyone else, such
26 as taped to computer screens, stored under keyboards, or visible in a work area;
27 B. A dictionary word; and
28 C. Stored in clear text

1 2. Passwords must be:

2 A. Eight (8) characters or more in length

3 B. Changed every 90 days

4 C. Changed immediately if revealed or compromised

5 D. Composed of characteristics from at least three of the following four groups from the
6 standard keyboard:

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

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

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

10 4. Non-alphanumeric characters (punctuation symbols)”

11
12 12. Add paragraph “J” as follows:

13 “J. The CONTRACTOR shall implement the following security controls on each workstation or
14 portable computing devise (e.g., laptop computer) containing confidential, personal, or sensitive
15 data:

16 1. Network-based firewall and/or personal firewall;

17 2. Continuously updated anti-virus software; and

18 3. Patch management process including installation of all operating system/software
19 vendor security patches.”

20
21 13. Add paragraph “K” as follows:

22 “K. “The CONTRACTOR shall utilize a commercial encryption solution that has received FIPS
23 140 -2 validation to encrypt all confidential, personal, or sensitive data stored on portable
24 electronic media (including, but not limited to, CDs and thumb drives) and on portable
25 computing devices (including, but not limited to, laptop and notebook computers). The
26 CONTRACTOR shall not transmit confidential, personal, or sensitive data via-e-mail or other
27 internet transport protocol unless the data is encrypted by a solution that has been validated by
28

1 the National Institute of Standards and Technology (NIST) as conforming to the Advanced
2 Encryption Standard (AES) Algorithm or Triple DES.

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

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

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

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

22 CONTRACTOR shall require all its officers, employees, associates, and agents providing
23 services hereunder to acknowledge, in writing, understanding of and Agreement to comply with
24 all confidentiality provisions as set forth in this Agreement.”

25
26
27 14. Add paragraph “L. as follows:
28

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

6 15. Section XIX-RECORDS is modified as follows:

7 Add paragraph "G." as follows:

8 "G. All records shall be available for inspection by all applicable and designated Federal, State
9 and COUNTY auditors during normal business hours. Records include, but are not limited to, all
10 physical and electronic records originated or prepared pursuant to the performance under this
11 Agreement; including, but not limited to, working papers, reports, financial records or books of
12 account, medical records, prescription files, subcontracts, any and other documentation pertaining
13 to medical and non-medical services for clients. Upon request, at any time during the period of
14 this contract, the CONTRACTOR will furnish any such records or copies thereof, to the
15 applicable Federal, State and COUNTY auditors. CONTRACTOR shall be subject to the
16 examination and audit of the Office of the Inspector General for a period of no less than five (5)
17 years pertaining to individuals over the age of 18 years of age related documentation; and no
18 more than 10 years pertaining to minor related documentation after final payment under
19 Agreement."
20
21

22 16. Section XX-STAFFING is modified as follows:

23 Delete paragraph "A." in its entirety and replace it with the new paragraph as follows:

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

- 26 1. A list of persons by name, title, and professional degree, including, but not limited to,
27 licensing, experience, credentials, Cardiopulmonary Resuscitation (CPR) Training, First Aid
28 training, languages spoken, Race/Ethnicity with an option to select "Prefer Not to Say"

1 and/or certification and experience of persons providing services hereunder, and any other
2 information deemed necessary by the DIRECTOR or designee. All certifications should
3 comply with applicable California Health and Safety Code of Regulations.

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

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

- 7 a. Resume, employment application, proof of current licensure, all applicable
8 employment related certifications, registration;
9 b. List of all applicable trainings during time of employment to present;
10 c. Annual Job performance evaluation; and
11 d. Personnel action document for each change in status of the employee.
12

13 CONTRACTOR shall provide an initial orientation to the program, program goals, review
14 of policies and procedures, emergency procedures and treatment services.

15 17. Add paragraph "H." as follows:

16 "H. CONTRACTOR is responsible for notifying the COUNTY of all changes to indirect and
17 direct personnel service providers that will have an impact on its Electronic Management of
18 Records (ELMR) system. These changes include, but are not limited to, adding new personnel,
19 modifying existing personnel, or terminating personnel. CONTRACTOR is responsible for
20 completing the attached Computer Account Request Form (CARF)-**BOILERPLATE-**
21 **ATTACHMENT A**, when such changes occur and will have an impact on ELMR data entry or
22 system access, and shall submit, via email, the completed CARF form to its designated
23 COUNTY Program Analyst for review and approval. The COUNTY designated Program
24 Analyst will then review CARF for accuracy and will then submit CARF to the COUNTY's
25 Information Technology (I.T.) staff for processing. The COUNTY's designated Program Analyst
26 will communicate with the CONTRACTOR, via email, with confirmation of submission for
27 processing, and a COUNTY I.T. or ELMR personnel will contact the CONTRACTOR direct, via
28

1 telephone, to confirm receipt of the CARF and provide confirmation that computer access has
2 been granted or changed as requested by the CONTRACTOR.

3 18. Add paragraph "I." as follows:

4 "I. CONTRACTOR shall be responsible for checking, on a quarterly basis, the Office of the
5 Inspector General (OIG) website (oig.hhs.gov) to validate that none of CONTRACTOR staff are
6 on the OIG or Medi-Cal list of excluded individuals to provide direct services to COUNTY
7 clients. CONTRACTOR shall notify, in writing within thirty (30) calendar days, if and when any
8 CONTRACTOR personnel are found listed on this site and what action has been taken to remedy
9 the matter.

10 19. Add paragraph "J." as follows:

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

25 20. Renumber existing Section XXII CONFLICT OF INTEREST to XXIII.

26 21. Add Section XXII INFORMING MATERIALS as follows::

27 Add paragraph "A." as follows:
28

1 "A. CONTRACTOR shall provide all clients with a Notice of Privacy Practices information
2 brochure or pamphlet during the time of the client's first visit. The CONTRACTOR is
3 subsequently responsible for issuing the Notice of Privacy Practices (NPP) information
4 brochure or pamphlet to all clients every three (3) years at a minimum and/or every time the
5 Notice of Privacy Practices information is updated and/or changed. Also, the CONTRACTOR
6 is responsible for having the client or consumer sign, acknowledging receipt of the NPP
7 information, and CONTRACTOR must keep client or consumer signed acknowledgement on
8 file every three (3) years upon receipt from client or consumer."

9 22. Renumber existing Section XXIII PATIENT RIGHTS to XXIV.
10

11 23. Renumber existing Section XXIV WAIVER OF PERFORMANCE to XXVI.

12 24. Add Section XXV FAIR HEARING as follows: "State and Federal law guarantees beneficiaries
13 a right to a Fair Hearing if services are being denied, terminated, or reduced. CONTRACTOR
14 shall comply with the process established by Federal and State laws and regulations."

15 25. Renumber existing Section XXV DRUG FREE WORKPLACE CERTIFICATION to XXVIII.

16 26. Add Section XXVII FEDERAL AND STATE STATUTES as follows: "CONTRACTOR shall
17 adhere to Title XXII of the Social Security Act and comply with all other applicable Federal and
18 State statutes and regulations, including but not limited to laws and regulations listed in Exhibit
19 B."
20

21 27. Renumber existing Section XXVI TERMINATION PROVISIONS to XXIX.

22 28. Renumber existing Section XXVII DISPUTE to XXX.

23 29. Renumber existing Section XXVIII SEVERABILITY to XXXI.

24 30. Renumber existing Section XXIX VENUE to XXXII.

25 31. Renumber existing Section XXX NOTICES to XXXIII.

26 32. Add Section XXXIV-MEETINGS as follows:

27 Add paragraph "A." to read as follows:
28

1 "A. As a condition of this Agreement, CONTRACTOR, if and where applicable, shall agree to
2 attend the mandatory all-provider meetings scheduled quarterly by the Mental Health Program
3 Administrator or its designee. Decision making and/or and equivalent and appropriate level of
4 CONTRACTOR personnel must attend these meetings. Decision making and/or equivalent and
5 appropriate level personnel are defined by the COUNTY as Program Director level or above.
6 Critical information and data is disseminated at these meetings and will not be provided at any
7 other time. CONTRACTOR failure to attend the mandatory meetings may influence future
8 contract renewals."

9
10 33. Rescind the previous Exhibit B in its entirety and replace it with the new, attached Exhibit B for
11 FY 2012/2013.

12 35. Rescind the previous Exhibit C in its entirety and replace it with the new, attached Exhibit C in
13 which the COUNTY'S Maximum Obligation to the CONTRACTOR remains at \$223,999 for FY
14 2012/2013.

15 36. Rescind the previous Schedule I in its entirety and replace it with the new, attached Schedule I
16 for FY 2012/2013.
17
18
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20
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28

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

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

4 COUNTY ADDRESS:

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

INFORMATION COPY:

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

8 **CONTRACTOR: MENTAL HEALTH SYSTEMS**

COUNTY OF RIVERSIDE:

9 Signed: [Signature]

By: [Signature]
John Benoit, Chairman
Board of Supervisors

10 Date: 7/2/2012

Date: MAR 19 2013

11 Title: EVP of Finance & Admin

13 **CONTRACTOR Address:**

14 9465 Farnham Street
15 San Diego, CA 92123

14 Attached
By: [Signature]
Kecia Harper-Them
Clerk of the Board

Date: MAR 19 2013

18 COUNTY COUNSEL:

19 Pamela J. Walls

20 Approved as to Form

21 By: [Signature]
Deputy County Counsel

23 Rev. 06/19/2012 stl

MAR 19 2013 3-23

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

COMPUTER ACCOUNT REQUEST FORM – MENTAL HEALTH CONTRACTORS

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

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

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

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

Section 1 – CONTRACTING PROVIDER

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

Checks Payable To:	City:	Zip:
Contact 1 Name:	Contact 1 Title:	Primary Phone:
Contact 2 Name:	Contact 2 Title:	Primary Phone:
Program Name:	Contact Person:	Program Phone:
Program Name:	Contact Person:	Program Phone:
Program Name:	Contact Person:	Program Phone:
Program Name:	Contact Person:	Program Phone:
Program Name:	Contact Person:	Program Phone:

Facility NPI:	Is Program Handicap Accessible: <input type="checkbox"/> Yes <input type="checkbox"/> No
Email Address:	Special Accommodations:

Department of Mental Health – Management Information Services

Support Desk – (951) 358-4530

COMPUTER ACCOUNT REQUEST FORM – MENTAL HEALTH CONTRACTORS

Section 2 – PERFORMING PROVIDER INFORMATION

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

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

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

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

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

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

Department of Mental Health – Management Information Services

Support Desk – (951) 358-4530

COMPUTER ACCOUNT REQUEST FORM – MENTAL HEALTH CONTRACTORS

Practitioner Category

- 01 - ACSW (Associate Clinical Social Worker)
- 02 - BHS I (Behavioral Health Specialist I)
- 03 - BHS II (Behavioral Health Specialist II)
- 04 - BHS III (Behavioral Health Specialist II)
- 05 - BHS IV (Behavioral Health Specialist IV)
- 06 - CAC (Certified Addiction Counselor)
- 07 - CSA (Community Services Assistant)
- 08 - CSAC (Certified Substance Abuse Counselor)
- 09 - DO (Doctor of Osteopathy)
- 10 - Drug and Alcohol Counselor (AOD)
- 11 - EMSC II (Employment Services Counselor I)
- 12 - Intern
- 13 - LCSW (Licensed Clinical Social Worker)
- 14 - LMFT (Marriage & Family Therapist)
- 15 - LPT (Licensed Psych Tech)
- 16 - LVN I (Licensed Vocational Nurse I)
- 17 - LVN II (Licensed Vocational Nurse II)
- 18 - MD (Medical Doctor/Psychiatrist)
- 19 - MECON (Medical Consultant)
- 20 - MFTi (Marriage and Fam Ther Intern)
- 21 - MHSA (Mental Health Services Adm)
- 22 - MHSD (Mental Health Services Director)
- 23 - MHSM (Mental Health Services Prog Mgr)
- 24 - MHSM (Mental Health Services Med Dir)
- 25 - MHSS A (Mental Health Services Supv A)
- 26 - MHSS B (Mental Health Services Supv B)
- 27 - MSW (Masters in Social Work)
- 28 - OT I (Occupational Therapist I)
- 29 - OT II (Occupational Therapist II)
- 30 - PhD (Doctor of Philosophy)
- 31 - PPART (Parent Partner)
- 32 - PPS (Peer Planning and Policy Spec)
- 33 - PRADV (Patient's Rights Advocate)
- 34 - PSS (Peer Support Specialist)
- 35 - PSST (Peer Support Specialist Trainee)
- 36 - PsyD (Doctor of Psychology)
- 37 - RCOUNS (Rehabilitation Counselor)
- 38 - RN (Registered Nurse)
- 39 - RN II (Registered Nurse II)
- 40 - RN III (Registered Nurse III)
- 41 - RN IV (Registered Nurse IV)
- 42 - RN V (Registered Nurse V)
- 43 - SA II (Student Aid II)
- 44 - SPSS (Senior Peer Support Specialist)
- 45 - SRMHPS (Senior Mental Health Peer Spec)
- 46 - SSA (Social Services Assistant)
- 47 - SSP (Social Services Planner)
- 48 - SUPBHS (Supv Behavioral Health Spec)
- 49 - Unlicensed PhD/PsyD
- 50 - UW (Unlicensed Worker)
- 51 - LPCC (Licensed Prof Clinic Counselor)

Practitioner Categories For Coverage

- 01 - Associate Social Worker (Non-Licensed)
- 02 - Behavioral Health Specialist I
- 03 - Behavioral Health Specialist II
- 04 - Behavioral Health Specialist III
- 05 - Behavioral Health Specialist IV
- 06 - Child & Adolescent Psychiatrist
- 07 - Clinical Nurse Specialist (Masters Level)
- 08 - Community Service Assistant (CSA)
- 09 - Drug and Alcohol Counselor
- 10 - Employment Services Counselor (ESC) I
- 11 - Employment Services Counselor (ESC) II
- 12 - Licensed Clinical Social Worker (LCSW)
- 13 - Licensed Marriage Family Therapist, LMFT
- 14 - Licensed Profession Clinic Couns, LPCC
- 15 - Licensed Psychiatric Technician (PT)
- 16 - Licensed Vocation Nurse I (LVN I)
- 17 - Licensed Vocation Nurse II (LVN II)
- 18 - Marriage Fam Therapy Intern Unlicensed
- 19 - Mental Health Services Prog Mgr (MHSM)
- 20 - Mental Health Services Sup A (MHSS A)
- 21 - Mental Health Services Sup B (MHSS B)
- 22 - MFT Trainee/Social Worker Intern
- 23 - Nurse (RN)
- 24 - Occupational Therapist I
- 25 - Occupational Therapist II
- 26 - Parent Partner (PPART)
- 27 - Patient's Rights Advocate (PRADV)
- 28 - Peer Planning and Policy Special (PPPS)
- 29 - Peer Support Specialist
- 30 - Peer Support Specialist Trainee (PSST)
- 31 - Psychiatrist
- 32 - Psychiatrist Intern
- 33 - Psychologist (Licensed)
- 34 - Psychologist (Unlicensed)
- 35 - Psychologist Intern
- 36 - Registered Nurse, Psych /Mental Health
- 37 - Senior Mental Health Peer Spec (SRMHPS)
- 38 - Social Services Assistant (SSA)
- 39 - Student Aid I (SA I)
- 40 - Student Aid II (SA II)
- 41 - Supervising BHS
- 42 - Unlicensed Worker

1 EXHIBIT B – SUBSTANCE ABUSE
2 LAWS, REGULATIONS AND POLICIES

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

6
7 General

8 31 U.S.C., Section 1352 – Funds are not to be used for lobbying activities to influence a
9 covered federal transaction.

10 CA Government Code Sections 16645 – 16649 – Funds are not to be used to influence
11 union organizing by employees.

12 21 U.S.C., Section 812 - Controlled Substances Act

13 Title 31, USC, Section 1352 & 45 CFR Part 93 - Lobbying Restrictions

14 California Health & Safety Code Sections 11760 - 11841.

15 California Health and Safety Code Sections 11860 – 11876 (Long Range Master Plans)

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

17 Proposition 36 Treatment Provider Manual (if applicable)

18 California Health & Safety Code, Sections 11760 through 11841

19 All applicable policies and regulations issued by California Dept. of Alcohol and Drug
20 Programs. (www.adp.ca.gov)

21 <http://mentalhealth.co.riverside.ca.us>

22
23 Charges and Billing

24 California Health & Safety Code, Sections 11811.7, 11812 and 11813
25
26
27
28

1 Uniform Method of Determining Ability to Pay, State Department. of Alcohol Programs
2 (ASRS Manual).

3 California Code of Regulations, Title 9,. Sect. 9424-9444
4

5 The Single Audit Act of 1984, and Amendments (31 USC Section 7501 et seq.)

6 California Code of Regulations, Title 9, Section 9530(k) (Allowable Costs)

7 Audit

8 ADP 00-10

9 California Code of Regulations, Title 9, Sections 9545
10

11 Child Abuse Reporting

12 California Penal Code Sections 11164 – 11174.4 et seq.

13 Minors in Health Care Facilities

14 California Welfare & Institutions Code Section 5751.7

15 Community Residential Treatment Program

16 California Welfare & Institutions Code Section 5670 et seq.
17

18 California Code of Regulations, Title 22, Division 6

19 ADP 98-34

20 Licenses

21 California Health and Safety Code, Division 10.5, Part 2, Chapters 7 and 7.5
22

23 California Code of Regulations, Title 9, Division 4, Chapter 5

24 Alcohol & Drug Bulletins

25 All applicable Department of Alcohol & Drug Letters and Bulletins

26 Confidentiality

27 California Welfare & Institutions Code Section 5328
28

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

2 45 CFR Subtitle A, Subchapter C, Parts 160 and 164 (Standards for Privacy of Individually
3 Identifiable Health Information)

4 DMH Information Notice 91-09, 99-02

5 Civil Code Section 1798.82

6
7 Elderly and Dependent Adult Abuse Reporting

8 California Welfare & Institutions Code Sections 15600 et. seq.

9 Information Technology

10 Cash pay clients ADP Bulletin 08-08

11 Medication Protocol

12 Riverside County Mental Health "Psychotropic Medication Protocols" Publication

13 Riverside County Mental Health "Medication Guidelines" Publication

14
15 Non-Discrimination

16 Title VI, Civil Rights Act of 1964, 42 USC, Sect. 2000d.

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

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

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

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

21
22 Patient Rights

23 California Welfare & Institutions Code Section 5325 et seq.

24 California Code of Regulations, Title 22, Section 70707

25
26 Quality Assurance

27 California Health and Safety Code, Chapter 7, Sections 11830 - 11834.

28 ADP 11-16 Updated medical forms for clients and facility personnel.

1 Short-Doyle and Drug Medi-Cal

2 California Code of Regulations, Title 22, Division 3, Sections 51516.1,

3 51341.1 & 51490.1

4 California Alcohol and Drug Program Letters 98-18, 98-30, 98-42, 98-49, 98-50

5 98-58, 99-17, 99-27

6 California ADP memorandum February 14, 2012

7 Drug Medical application requirements

8 www.adp.ca.gov/licensing/Drug-Medical.sht-ml.

9 Voter Registration

10 National Voter Registration Act of 1993

11 Policies

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

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

14 Perinatal

15 http://www.adp.ca.gov/perinatal/pdf/guidelines_04.pdf

16 Perinatal Drug Medi-Cal

17 Title 22 Section 551341.1

18 Youth Treatment Guidelines

19 www.adp.ca.gov/youth/pdf/Youth_Treatment_Guidelines.pdf - 2007-10-30

20 ///

21 //

22 /

23 Rev: 12/13 CW

24

EXHIBIT C
REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: Mental Health Systems, Inc.
PROGRAM NAME: Substance Abuse- Drug Court
DEPARTMENT ID: 4100514186/187/188/74600

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.

N/A One-twelfth (1/12th), 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 incorporated herein with by this reference.

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

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.

N/A The final year-end settlement for Medi-Cal services (only) shall be based on final State approved Medi-Cal units, multiplied by the actual allowable cost per unit of service provided, the

1 Riverside County Maximum Allowable Rate (RCMAR) or Drug
2 Medi-Cal Rate less a County Administrative Fee (whichever is
3 applicable), or customary charges (published rate), whichever is
4 lower of the three, less revenue collected.

5 N/A The final year-end settlement for Narcotics Treatment Program
6 (NTP) Medi-Cal services (only) shall be based on final State
7 approved Medi-Cal units, multiplied by the Drug Medi-Cal Rate,
8 or customary charges (published rate), whichever is lower of the
9 two, less revenue collected.

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

14 N/A The final year-end settlement for Net Negotiated Amount
15 contract(s) (only) shall be based upon the Net Negotiated
16 Amount, as approved by COUNTY, and not to exceed
17 percentage(s) or amount(s) as specified in the original contract
18 proposal received and approved by the COUNTY.

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

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

26 B. MAXIMUM OBLIGATION:

27 COUNTY'S maximum obligation for FY 2012/2013 shall be \$223,999 subject to
28 availability of Federal, State, local and/or COUNTY funds.

29 C. BUDGET:

Schedule I presents (for budgetary and planning purposes only) the budget
details pursuant to this Agreement. Where applicable, Schedule I contains

1 department identification number (dept. id), the reporting unit (RU), billable and
2 non-billable mode(s) and service function(s), units, revenues received,
3 maximum obligation and source of funding pursuant to this Agreement.

4 **D. SHORT-DOYLE/MEDI-CAL (SD/MC):**

- 5 1. With respect to services provided to Medi-Cal beneficiaries,
6 CONTRACTOR shall comply with applicable Medi-Cal cost containment
7 principles where reimbursement is based on actual allowable cost,
8 RCMAR or Drug Medi-Cal Rate less a County Administrative Fee
9 (whichever is applicable), or customary charges (published rate),
10 whichever is lower as specified in Title 19 of the Social Security Act, Title
11 22 of the California Code of Regulations and policy letters issued by the
12 State Department of Mental Health.
13 2. RCMAR and Drug Medi-Cal Rate is composed of Local Matching Funds
14 and Federal Financial Participation (FFP).

15 **E. REVENUES:**

16 If, when and/or where applicable:

- 17 1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the
18 Welfare & Institutions Code, and as further contained in the State
19 Department of Health Care Services Revenue Manual, Section 1,
20 CONTRACTOR shall collect revenues for the provision of the services
21 described pursuant to Exhibit A. Such revenues may include but are
22 not limited to, fees for services, private contributions, grants or other
23 funds. All revenues received by CONTRACTOR shall be reported in
24 their annual Cost Report, and shall be used to offset gross cost.
25 2. CONTRACTOR shall be responsible for checking and confirming Medi-
26 Cal eligibility for its patient(s)/client(s) prior to the patient(s)/client(s)
27 receiving services(s) and prior to services being billed in order to ensure
28 proper billing or Medi-Cal eligible services for all applicable
patient(s)/clients(s).
3. Patient/client eligibility for reimbursement from Medi-Cal, Private
Insurance, Medicare, or other third party benefits shall be determined

1 by the CONTRACTOR at all times for billing or service purposes.
2 CONTRACTOR shall pursue payment from all potential sources in
3 sequential order, with Short/Doyle Medi-Cal as payor of last resort.

- 4 4. CONTRACTOR is to attempt to collect first from Medicare (if site is
5 Medicare certified), then insurance and then first party. In addition,
6 CONTRACTOR is responsible for adhering to and complying with all
7 applicable Federal, State and local Medi-Cal and Medi-Care laws and
8 regulations as it relates to providing services to Medi-Cal and Medi-
9 Care beneficiaries.
- 10 5. If a client has both Medicare or insurance and Medi-Cal coverage, a
11 copy of the Medicare or insurance Explanation of Benefits (EOB) must
12 be provided to the COUNTY within thirty (30) days of receipt.
- 13 6. CONTRACTOR is obligated to collect from the client any Medicare co-
14 insurance and/or deductible if the site is Medicare certified.
15 CONTRACTOR is required to clear any Medi-Cal Share of Cost amount
16 (s) with the State. CONTRACTOR is obligated to attempt to collect the
17 cleared Share of Cost amount (s) from the client. CONTRACTOR must
18 notify the COUNTY in writing of cleared Medi-Cal Share of Cost (s)
19 within seventy two (72) hours (excluding holidays) of the
20 CONTRACTOR'S received notification from the State. Patients/clients
21 with share of cost Medi-Cal shall be charged their monthly Medi-Cal
22 share of cost in lieu of their annual liability. Medicare clients will be
23 responsible for any co-insurance and/or deductible for services
24 rendered at Medicare certified sites.
- 25 7. All other clients will be subject to an annual sliding fee schedule by
26 CONTRACTOR for services rendered, based on the patient's/client's
27 ability to pay, not to exceed the CONTRACTOR'S actual charges for
28 the services provided. In accordance with the State Department of
Health Care Services Revenue Manual, CONTRACTOR shall not be
penalized for non-collection of revenues provided that reasonable and
diligent attempts are made by the CONTRACTOR to collect these

1 revenues. Past due patient/client accounts may not be referred to
2 private collection agencies. No patient/client shall be denied services
3 due to inability to pay.

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

13 F. REALLOCATION OF FUNDS:

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

1 G. RECOGNITION OF FINANCIAL SUPPORT:

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

5 H. PAYMENT:

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

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

1 6. For Substance Abuse Prevention Service Contractors Only:
2 Notwithstanding the provisions of Paragraph H-1 and H-2 above,
3 CONTRACTOR shall be paid in arrears based upon the actual unit of
4 service provided and entered into the State CalOMS Prevention Data
5 Collection System. CONTRACTOR will submit a claim on their
6 organization's stationery, which must include at a minimum the
7 CONTRACTOR'S name, invoice mailing address and telephone
8 number, units of service provided, total dollar amount and a signed
9 Program Integrity Form (PIF); **attached as Exhibit C, Attachment A**
10 signed by the Director of the CONTRACTOR organization, or an
11 authorized designee of the CONTRACTOR organization. The summary
12 page(s) from the State CalOMS Prevention Data Collection System **and**
13 the PIF form **must** be attached to the CONTRACTOR invoice. Failure to
14 attach the summary page(s) from the State CalOMS Prevention Data
15 Collection System **and** the signed PIF form, will delay payment to the
16 CONTRACTOR until the required documents as outlined herein are
17 provided. The claim must be approved and signed by the Director or an
18 authorized designee of the CONTRACTOR. Monthly claims shall be
19 submitted to the appropriate Program or Regional Manager of the
20 COUNTY'S Department of Mental Health, no later than 5:00 pm on the
21 fifth (5th) working day of each month.

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

26 I. **COST REPORT:**

27 1. For each fiscal year, or portion thereof, that this Agreement is in effect,
28 CONTRACTOR shall provide to COUNTY two (2) copies, per each
Reporting Unit (RU) number, an annual Cost Report with an
accompanying financial statement and applicable supporting

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

3 X Thirty (30) calendar days following the end of each fiscal
4 year (June 30th), the expiration or termination of the contract,
5 whichever occurs first.

6 N/A Forty-five (45) calendar days following the end of each
7 fiscal year (June 30th), the expiration or termination of the
8 contract, whichever occurs first.

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

- 12 2. The Cost Report shall detail the actual cost of services provided. The
13 Cost Report shall be provided in the format and on forms provided by the
14 COUNTY.
- 15 3. CONTRACTOR shall follow all applicable Federal, State and local
16 regulations and guidelines to formulate proper cost reports, including but
17 not limited to OMB-circular A-122, OMB-circular A87, etc.
- 18 4. It is mandatory that the CONTRACTOR send one representative to the
19 cost report training annually that is held by COUNTY that covers the
20 preparation of the year-end Cost Report. The COUNTY will notify
21 CONTRACTOR of the
22 date(s) and time(s) of the training. Attendance at the training is
23 mandatory annually in order to ensure that the Cost Reports are
24 completed appropriately. Failure to attend this training may result in
25 delay of payment to the CONTRACTOR.
- 26 5. CONTRACTOR will be notified in writing by COUNTY, if the Cost
27 Report has not been received within the specified length of time as
28 indicated in Section K, paragraph 1 above. Future monthly
reimbursements will be withheld if the Cost Report contains errors that
are not corrected within ten (10) calendar days of written or verbal
notification from the COUNTY. Failure to meet any pre-approved

1 deadlines and/or extension will immediately result in the withholding of
2 future monthly reimbursements.

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

20 J. BANKRUPTCY:

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

27 K. AUDITS:

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

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

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

26 L. DATA ENTRY:

- 27 1. CONTRACTOR understands that as the COUNTY implements its
28 current ELMR system to comply with Federal, State and/or local

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

2. CONTRACTOR is required to enter all units of service into the COUNTY'S ELMR system for the prior month no later than 5:00 p.m. on the fifth (5th) working day of the current month. Late entry of services into the COUNTY'S ELMR system may result in financial and/or service denials and/or disallowances to the CONTRACTOR.

/Rev. 05/30/2012 STL/ALM/RBE/LS FY 12/13

INVOICE MONTH: _____

PROVIDER AGENCY NAME: _____

SERVICE CONTRACT NAME AND REGION: _____

SERVICE LOCATION (ADDRESS): _____

SERVICE RU's (FOR THIS LOCATION ONLY): _____

Date: _____

Bill Enumerator: _____

CERTIFICATION OF CLAIMS AND PROGRAM INTEGRITY FORM

Drug Medi-Cal Eligible Certification of Claims and Program Integrity

I HEREBY CERTIFY under penalty or perjury to the following: An assessment of the beneficiary was conducted in compliance with the requirements established in the contract with the Riverside County Department of Mental Health (RCDMH) and as stipulated by all applicable Federal, State and/or County laws for Drug Medi-Cal beneficiaries. The beneficiary was eligible to receive Drug Medi-Cal services at the time the services were provided to the beneficiary. The services included in the claim were actually provided to the beneficiary in association with and as stipulated by the claim. Medical necessity was established for the beneficiary as defined under Title 22, California Code of Regulations, Exhibit 1, Section 51341.1, 51490.1, and 51516.1, for the services or services provided, for the timeframe in which the services were provided, and by a certified and/or licensed professional as stipulated by all applicable Federal, State and County laws and regulations. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in the contract with the RCDMH and as stipulated by all applicable Federal, State and/or County law.

Signature of Authorized Provider

Printed Name of Authorized Provider

Non-Drug Medi-Cal Eligible Certification of Claims and Program Integrity

I HEREBY CERTIFY under penalty of perjury to the following: The services included in the claim were actually provided to the beneficiary and for the timeframe in which the services were provided, and by a certified and/or licensed professional as stipulated by all applicable Federal, State and County laws and regulations. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in the contract with the RCDMH and as stipulated by all applicable Federal, State and/or County law.

Signature of Authorized Provider

Printed Name of Authorized Provider



**SCHEDULE I
MENTAL HEALTH**

CONTRACT PROVIDER NAME: MENTAL HEALTH SYSTEMS (CDC-DDG)

FISCAL YEAR: 2012/2013

SETTLEMENT TYPE: NEGOTIATED RATE ()

NEGOTIATED NET AMOUNT ()

DEPT. ID / PROGRAM 4100514186 (RIVERSIDE)/187 (HEMET)/188 (INDIO)/74800 SYSTEM RU: 338776 (RIVERSIDE)/3388

DEPT. ID / PROGRAM 187 (Hemet)

CADDS# 333387 333388

RU # 338776 338876

TYPE OF MODALITY	INDIVIDUAL SERVICES	OFF GROUP SERVICES	CASE MGMT	DRUG TESTING	OFF INDIVIDUAL SERVICES	OFF GROUP SERVICES	CASE MGMT	DRUG TEST
MODE OF SERVICE:	40	40	70	70	40	40	70	70
SERVICE FUNCTION:	34	33	68	95	34	33	68	95
SERVICE TYPE: M/C, NON M/C	NON M/C	NON M/C	NON M/C	NON M/C	NON M/C	NON M/C	NON M/C	NON M/C
PROCEDURE CODE	SAA21, SAA42, SAA43, SAA44, SAA40	SAA40	SAA88	SAA76	SAA21, SAA42, SAA43, SAA44, SAA40	SAA40	SAA88	SAA7
NUMBER OF UNITS:	120	1199	88	534	110	1180	91	490
COST PER UNIT:	\$107.00	\$44.87	\$24.00	\$24.00	\$107.00	\$44.87	\$24.00	\$24.00
GROSS COST:	\$12,840	\$53,798	\$1,623	\$12,816	\$11,770	\$51,601	\$2,184	\$11,760

FUNDING CODE	PROGRAM CODE	SERVICE CODE	UNIT OF MEASURE	REIMBURSEMENT	LESS REVENUES COLLECTED	BY CONTRACTORS:
			Hours			
			Hours			
			Hours			
			Contact			
			Hours			
			Hours			
			Hours			
			Contact			

A. PATIENT FEES	B. PATIENT INSURANCE	C. OTHER	TOTAL CONTRACTOR REVENUES	MAXIMUM OBLIGATION
\$0	\$0	\$0	\$0	\$12,840
\$0	\$0	\$0	\$0	\$53,798
\$0	\$0	\$0	\$0	\$1,623
\$0	\$0	\$0	\$0	\$12,816
\$0	\$0	\$0	\$0	\$11,770
\$0	\$0	\$0	\$0	\$51,601
\$0	\$0	\$0	\$0	\$2,184
\$0	\$0	\$0	\$0	\$11,760

SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:				
A. MEDICAL/FFP	\$0	\$0	\$0	\$0
B. FEDERAL FUNDS	\$0	\$0	\$0	\$0
C. REALIGNMENT FUNDS	\$0	\$0	\$0	\$0
D. STATE GENERAL FUNDS	\$0	\$0	\$0	\$0
E. COUNTY FUNDS:	\$0	\$0	\$0	\$0
F. OTHER: Drug Court Realignment	\$12,840	\$53,798	\$1,623	\$12,816
TOTAL (SOURCES OF FUNDING)	\$12,840	\$53,798	\$1,623	\$12,816

FUNDING SOURCES DOCUMENT: _____

ADMIN SVCS ANALYST SIGNATURE: *[Signature]*

FISCAL SERVICES SIGNATURE: *[Signature]*

FY 2012/2013 Drug Court Realignment Funding