

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

342



FROM: Department of Mental Health

SUBMITTAL DATE:
October 24, 2013

SUBJECT: Approval of the contract with MFI Recovery Center, Inc. and Riverside Latino Commission to provide Mental Health Services. (District: All) [Ongoing \$478,078]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the prorated Strengthening Families Program agreements with MFI Recovery Center, Inc. (FY13/14 \$268,320) and Riverside Latino Commission(FY13/14 \$130,078);
2. Authorize the chairman of the board to execute the Strengthening Families Program agreements;
3. Increase the previously approved aggregate from \$4,805,955 to \$5,812,436;
4. Exempt the Purchasing Agent from the sole source requirement when adding new vendors not to exceed \$100,000 without securing competitive bids in accordance with Ordinance 459 and while staying within the Board approved aggregate amount of \$5,812,436; and
5. Authorize the Purchasing Agent in accordance with Ordinance 459, to increase or decrease the contract maximum obligation of the agreements listed in "Attachment A" by no more than 10% while staying within the approved aggregate amount of \$5,812,436; and to sign renewals, based on the availability of funding and to sign amendments that do not change the substantive terms of these agreements through June 30, 2017.

(Continued on Page 2)

JW:LS

Jerry Wengert

Jerry Wengert, Director
Department of Mental Health

FINANCIAL DATA	Current Fiscal Year	Next Fiscal Year	Total Cost	Ongoing Cost	POLICY/CONSENT (per Exec. Office)
COST	\$ 398,398	\$ 478,078	\$ 1,832,632	\$ 478,078	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: 100% State				Budget Adjustment: No	
				For Fiscal Year: 13/14 – 16/17	

C.E.O. RECOMMENDATION: APPROVE

BY: *Elizabeth J. Olson*

Elizabeth J. Olson

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone and Ashley
Nays: None
Absent: Benoit
Date: November 5, 2013
xc: Mental Health, Purchasing

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

Deputy

Prev. Agn. Ref.: 3.32 of 01/26/10 &
3.30 of 07/31/12

District: All/All

Agenda Number:

3-25

FORM APPROVED COUNTY COUNSEL
BY: *Elizabeth M. Boeva* 10/28/13
DATE
BY: *Elizabeth M. Boeva*
Department of Mental Health

Purchasing: *Mark Seiler*
Mark Seiler, Assistant Director

- Positions Added
- Change Order
- A-30
- 4/5 Vote

RECEIVED RIVERSIDE COUNTY
OCT 28 2013

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

FORM 11: Approval of the contract with MFI Recovery Center, Inc. and Riverside Latino Commission (Dist: All/All) [Ongoing \$478,078]

DATE: October 24, 2013

PAGE: Page 2 of 2

BACKGROUND:

Summary

The Department of Mental Health's Prevention and Early Intervention (PEI) Program is asking the Board of Supervisors to approve a ten month contract with both MFI Recovery Center, Inc. and Riverside Latino Commission to provide the evidence based practice, Strengthening Families Program. MFI Recovery Center will provide services in the Western and Mid-County Regions to a minimum of forty (40) unduplicated families in each region. Riverside Latino Commission will serve a minimum of forty (40) unduplicated families in the Desert Region. A total of one hundred twenty (120) unduplicated families will be served throughout Riverside County.

On July 31, 2012 Agenda Item 3.30, the Board approved an aggregate amount of \$4,805,955 for PEI indirect and outreach services. Within this aggregate there are fifteen (15) programs, seventeen (17) providers totaling 25 contracts that are serving all three regions and targeting the population of Older Adult, Transitional Age Youth, Adults and Children. Approximately 159,000 participants will benefit from the PEI programs being provided each year. The department is requesting an increase to the aggregate to support the addition of providers implementing the Strengthening Families Program and to accommodate potential amendments that may be necessary throughout the performance of these new PEI services.

Impact on Citizens and Businesses

The vendors will provide prevention and early intervention program to citizens of Riverside County who are parents and their children ages 6-11 who reside in communities that are underserved, low-income, exposed to violence, trauma, and other stresses. The Strengthening Families Program will focus on reducing the risk of developing mental health problems for children ages 6-11 by strengthening parenting skills, building family strengths, enhancing youth's school success, and reducing risk factors for behavioral, emotional, and social problems in high-risk children. These services are a component of the Department's system of care aimed at improving the health and safety of consumers and the community.

SUPPLEMENTAL:

Additional Fiscal Information

MFI Recovery Center, Inc. and Riverside Latino Commission combined funding is \$398,398 and is prorated at ten (10) months for Fiscal Year 2013/2014. Ongoing costs for the additional three (3) years will total \$478,078 per year. These costs are included in the annual \$5,812,436 aggregate for Fiscal Year 2013/2014 through June 30, 2017 with the total cost of \$23,249,744 for the four (4) years.

Contract History and Price Reasonableness

Through the community planning process, the Mental Health Services Act (MHSA), PEI plan received and filed by the Board on January 26, 2010, Agenda Item 3.32 identified parent education and support as needed services to parents and their children ages 6-11. On November 21, 2012, the Department of Mental Health (DMH), through the Purchasing Department, issued Request for Proposal (RFP) # MHARC-099, Strengthening Families Program. The RFP was solicited to over 700 individuals representing traditional and non-traditional service providers throughout California and advertised on the Purchasing Department's website. On January 23, 2013, six (6) bids were received. The bids were evaluated by a team comprised of four (4) individuals from the DMH. After careful consideration and evaluation, in accordance with the Purchasing Department Policy, it was determined that MFI Recovery Center, Inc. and Riverside Latino Commission were the most responsive to all the elements within the RFP. It is recommended that contracts be awarded to MFI Recovery Center, Inc. and Riverside Latino Commission.

ATTACHMENT "A"
 2013-14 CONTRACT SUMMARY
 Indirect/Outreach Contracts

FY 2012/13 approved PEI aggregate \$4,805,955

Strengthening Families is an evidence-based practice that uses a parent, youth, and multi-family group format to prevent teen problem behaviors and substance abuse, strengthen parenting skills, and build family strengths. (ages 6 to 11). Agenda Reference: TBD

Contractor	Supervisory District	Maximum Obligation
My Family, Inc. (MFI)	1, 2, 3, 5	\$ 321,984
Latino Commission	4, 5	\$ 156,094
Contract totals		\$ 478,078

FY 2013/14 Proposed Contracts Maximum Obligation \$5,284,033

10% Contingency for amendments \$ 528,403

TOTAL AGGREGATE AMOUNT **\$5,812,436**

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TOTAL AGGREGATE AMOUNT **\$5,812,436**

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 the Riverside Latino Commission, 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 29 and Exhibits A, B, and C, attached hereto and incorporated herein.

CONTRACTOR

By: Leonel Contreras

Leonel Contreras, Executive Director
Print Name

Date: 7-29-2013

COUNTY

By: John J. Benoit
John J. Benoit, Chairman, Board of Supervisors

Date: NOV 05 2013

Attest
By: Kecia Harper-Ihem, Deputy
Kecia Harper-Ihem, Clerk of the Board

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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 II

6 PERIOD OF PERFORMANCE:

7 This Agreement shall be effective September 1, 2013, and continue in effect through
8 June 30, 2014. The Agreement may thereafter be renewed annually, up to an
9 additional three (3) years, subject to the availability of funds.

10 III

11 REIMBURSEMENT AND PAYMENT:

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

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

19 IV

20 PROGRAM SUPERVISION, MONITORING AND REVIEW:

21 CONTRACTOR shall establish adequate procedures for self-monitoring and quality
22 control and assurance to ensure proper performance under this Agreement. Pursuant
23 to Welfare & Institutions Code (WIC), Section 5608, services hereunder shall be
24 provided by CONTRACTOR under the general supervision of the County Director of
25 Mental Health, hereinafter called DIRECTOR, or his authorized designee.

26 CONTRACTOR agrees to extend to DIRECTOR, his designee, the COUNTY Contract
27 Monitoring Team, and/or to authorized State representatives, the right to review and
28 monitor CONTRACTOR'S facilities, programs, policies, practices, books, records, or
29 procedures at any reasonable time. In exercising the right to review or monitor
30 CONTRACTOR'S administrative, clinical, fiscal and program components, staff, and
31 facility(ies), the COUNTY shall enforce applicable contract provisions and COUNTY

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

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

19 V

20 INDEPENDENT CONTRACTOR:

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

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

17 A. Contractor shall maintain, as appropriate, the following:

- 18 1. Articles of Incorporation;
- 19 2. Amendments of Articles;
- 20 3. List of agency's Board of Directors and Advisory Board;
- 21 4. A resolution indicating who is empowered to sign all contract documents
22 pertaining to the agency;
- 23 5. By-laws and minutes of Board meetings.

24 VI

25 LICENSE(S)/CERTIFICATION(S):

26 CONTRACTOR warrants that it has all necessary licenses, permits, approvals,
27 certifications, waivers and exemptions necessary to provide services hereunder and
28 required by the laws or regulations of the United States, State of California, the County
29 of Riverside and all other appropriate governmental agencies, and agrees to maintain
30 such throughout the term of this Agreement. Examples of license(s)/certification(s) may
31 include, but may not be limited to; fire clearance, zoning permit; business license,

1 community care license and/or Medi-Cal certification, as appropriate. CONTRACTOR
2 shall notify DIRECTOR (or his designee) immediately and in writing of its inability to
3 maintain, irrespective of the tendency of an appeal, such license(s), permit(s),
4 approval(s), certification(s), waiver(s) or exemption(s).

5 VII

6 ADMINISTRATIVE CHANGE IN STATUS:

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

16 VIII

17 DELEGATION AND ASSIGNMENT:

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

26 CONTRACTOR may not assign the rights hereunder, either in whole or in part,
27 without the prior written consent of COUNTY. Any attempted assignment or delegation
28 in derogation of this paragraph shall be void. Any change in the corporate or business
29 structure of CONTRACTOR, such as a change in ownership or majority ownership
30 change resulting in a change to the Federal Tax Id, shall be deemed an assignment for
31 purposes of this paragraph.

1 IX

2 ALTERATION:

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

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

12 X

13 INDEMNIFICATION:

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

28 XI

29 INSURANCE:

30 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold
31 harmless the County of Riverside and the State of California, CONTRACTOR shall

1 procure and maintain or cause to be maintained, at its sole cost and expense, the
2 following insurance coverages during the term of this Agreement.

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

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

24 C. Vehicle Liability: If CONTRACTOR uses any vehicles or other motorized mobile
25 equipment in the performance of the obligations under this Agreement,
26 CONTRACTOR shall maintain liability insurance for all owned, non-owned or
27 hired vehicles in an amount not less than \$1,000,000 per occurrence combined
28 single limit. If such insurance contains a general aggregate limit, it shall apply
29 separately to this agreement or be no less than two (2) times the occurrence
30 limit. Policy shall name, all Agencies, Districts, Special Districts, and
31 Departments of the County of Riverside, the State of California, their respective

1 directors, officers, Board of Supervisors, employees, elected and appointed
2 officials, agents or representatives as Additional Insureds.

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

17 E. General Insurance Provisions - All lines:

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

1 deductibles or self-insured retentions as respects this Agreement with the
2 COUNTY, or 2) procure a bond which guarantees payment of losses and
3 related investigations, claims administration, defense costs and expenses.

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

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

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

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

8 XII

9 LIMITATION OF COUNTY LIABILITY:

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

13 XIII

14 WARRANTY AGAINST CONTINGENT FEES:

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

23 XIV

24 NONDISCRIMINATION:

25 A. Employment:

26 1. Affirmative Action shall be taken to ensure that applicants are employed, and
27 that employees are treated during employment, without regard to their race,
28 religion, color, sex, national origin, age, sexual preference, or physical or
29 mental handicap. Such affirmative action shall include, but not be limited to
30 the following: employment, upgrading, demotion or transfer; recruitment or
31 recruitment advertising; layoff or termination; rate of pay or other forms of

1 compensation; and selection for training, including apprenticeship/internship.
2 There shall be posted in conspicuous places, available to employees and
3 applicants for employment, notices from DIRECTOR (or his designee) and/or
4 the United States Equal Employment Opportunity Commission setting forth
5 the provisions of this Section.

- 6 2. All solicitations or advertisements for recruitment of employment placed by or
7 on behalf of CONTRACTOR shall state that all qualified applicants will
8 receive consideration for employment without regard to race, religion, color,
9 sex, national origin, age, sexual preference, or physical/mental handicap.
- 10 3. Each labor union or representative of workers with which CONTRACTOR has
11 a collective bargaining Agreement or other contract or understanding must
12 post a notice advising the labor union or workers' representative of the
13 commitments under this Nondiscrimination Section and shall post copies of
14 the notice in conspicuous places available to employees and applicants for
15 employment.
- 16 4. In the event of noncompliance with this section or as otherwise provided by
17 State and Federal law, this Agreement may be terminated or suspended in
18 whole or in part and CONTRACTOR may be declared ineligible from further
19 contracts involving federal, state or COUNTY funds.

20 **B. Services, Benefits, and Facilities:**

- 21 1. CONTRACTOR shall not discriminate in the provision of services, the
22 allocation of benefits, or in the accommodation in facilities on the basis of
23 color, race, religion, national origin, gender, age, sexual preference, marital
24 status, physical/mental handicap in accordance with Title VI of the Civil Rights
25 Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and
26 regulations promulgated pursuant thereto, and as otherwise provided by State
27 law and regulations, as all may now exist or be hereafter amended or
28 changed.
- 29 2. CONTRACTOR shall further establish and maintain written procedures under
30 which any person, applying for or receiving services hereunder, may seek
31 resolution from CONTRACTOR of a complaint with respect to any alleged

1 discrimination in the provision of services by CONTRACTOR'S personnel.
2 Such procedures shall also include a provision whereby any such person,
3 who is dissatisfied with CONTRACTOR'S resolution of the matter, shall be
4 referred by CONTRACTOR to DIRECTOR, or his authorized designee, for the
5 purpose of presenting his or her complaint of alleged discrimination. Such
6 procedures shall also indicate that if such person is not satisfied with
7 COUNTY'S resolution or decision with respect to the complaint of alleged
8 discrimination, he or she may appeal the matter to the appropriate federal or
9 state agencies. CONTRACTOR will maintain a written log of complaints for a
10 period of seven (7) years.

11 XV

12 REPORTS:

- 13 A. CONTRACTOR must adhere to Federal, State, and County reporting
14 requirements as mandated by law. The COUNTY shall provide instruction and
15 direction regarding County policies and procedures for meeting reporting
16 requirements.
- 17 B. CONTRACTOR shall provide the COUNTY with applicable reporting
18 documentation as specified and/or required by the COUNTY, State Department
19 Health Care Services and/or Federal guidelines. COUNTY may provide
20 additional instructions on reporting requirements.
- 21 C. CONTRACTOR shall participate in the COUNTY'S Management Information
22 System (MIS) as required by the DIRECTOR, or his designee. CONTRACTOR is
23 required to report program, individuals served and staff data about the
24 CONTRACTOR'S program and services, by the fifth (5th) working day of each
25 month.
- 26 D. Any change in administrator of the facility shall be reported to COUNTY. Such
27 notification shall include the new administrator's name, address and
28 qualifications.
- 29

1 XVI

2 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

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

9 XVII

10 CONFIDENTIALITY OF PARTICIPANT INFORMATION:

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

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

27 B. The CONTRACTOR shall not disclose confidential participant identifying
28 information except as authorized by participant, participants' legal representative
29 or as permitted by Federal or State law, to anyone other than the COUNTY or
30 State without prior valid authorization from the participant or participants' legal
31 representative in accordance with State and Federal laws. Any disclosures

1 made shall be logged and the log maintained in accordance with State and
2 Federal law.

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

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

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

26 Mental Health Compliance Officer
27 Riverside County Department of Mental Health
28 P.O. Box 7549
29 Riverside, CA 92513

30 F. Safeguards: The CONTRACTOR shall implement administrative, physical, and
31 technical safeguards that reasonably and appropriately protect the confidentiality,

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

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

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

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

30 K. The CONTRACTOR shall protect from unauthorized disclosure, confidential
31 participant identifying information obtained or generated in the course of

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

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

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

19 XVIII

20 RECORDS:

21 All records shall be available for inspection by the designated auditors of COUNTY,
22 State Department of Health Care Services, State Department of Justice, and Oversight
23 and Accountability Commission, U.S. Department of Health and Human Services and
24 the U.S Office of the Inspector General at reasonable times during normal business
25 hours. Records include, but are not limited to, all physical and electronic records
26 originated or prepared pursuant to the performance under this Agreement including, but
27 not limited to, working papers, reports, financial records or books of account, medical
28 records, prescription files, subcontracts, any and other documentation pertaining to
29 medical and non-medical services. Upon request, at any time during the period of this
30 Agreement, the CONTRACTOR will furnish any such record or copy thereof, to the
31 COUNTY. CONTRACTOR shall be subject to the examination and audit of the Office of

1 the Inspector General for a period of three (3) years after final payment under
2 Agreement.

- 3 A. Program Participant Records. CONTRACTOR shall adhere to the authority of
4 COUNTY, the State Department of Health Care Services, the State Department
5 of Oversight and Accountability. CONTRACTOR shall maintain adequate
6 participant records on each participant, program outcome measures, and records
7 of service provided by the various staff in sufficient detail to make an evaluation
8 of the effectiveness of the program services.
- 9 B. Financial Records. CONTRACTOR shall maintain complete financial records
10 that clearly reflect the cost of each type of service for which payment is claimed.
11 Any apportionment of costs shall be made in accordance with generally accepted
12 accounting principles and shall evidence proper audit trails reflecting the true
13 cost of the services rendered. Statistical data shall be kept and reports made as
14 required by the DIRECTOR, or his designee, and the State of California. All such
15 records shall be available for inspection by the designated auditors of COUNTY
16 or State at reasonable times during normal business hours.
- 17 C. Financial Record Retention. Appropriate financial records shall be maintained
18 and retained by CONTRACTOR for at least five (5) years or, in the event of an
19 audit exception and appeal, until the audit finding is resolved, whichever is later.
- 20 D. Participant Record Retention. Participant records shall be maintained and
21 retained by CONTRACTOR for a minimum of seven (7) years.
- 22 E. Shared Records/Information. CONTRACTOR and COUNTY shall maintain a
23 reciprocal shared record and information policy, which allows for sharing of
24 participant records and information between CONTRACTOR and COUNTY.
25 Either COUNTY or CONTRACTOR shall not release these participant records or
26 information to a third party without a valid authorization.
- 27 F. Property of participant records. COUNTY is the owner of all participant records.
28 In the event that the Agreement is terminated, the CONTRACTOR is required to
29 prepare and box the participant records so they can be archived by the County,
30 according to procedures developed by the County. The COUNTY is responsible
31 for taking possession of the records and storing them according to regulatory

1 requirements. The COUNTY is required to provide the CONTRACTOR with a
2 copy of any participant record that is requested by the CONTRACTOR, as
3 required by regulations, at no cost to the CONTRACTOR, and in a timely
4 manner.

5 XIX

6 STAFFING:

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

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

- 21 1. A list of persons who are providing services hereunder by name, title,
22 professional degree, licensure, experience, credentials, Cardiopulmonary
23 Resuscitation (CPR) training, First Aid training, languages spoken,
24 Race/Ethnicity with an option to select "Prefer Not to Say" and any other
25 information deemed necessary by the Director or designee.
- 26 2. Personnel policies and procedures;
 - 27 a. Personnel file for each staff member (including subcontractors, as
28 approved by COUNTY and volunteers) that includes at minimum the
29 following:
 - 30 b. Resume/application, proof of current licensure, certification, registration;
 - 31 c. List of Training, including cultural competency;

- 1 d. Annual job performance evaluation; and,
- 2 e. Personnel action document for each change in status of the employee.
- 3 B. CONTRACTOR shall provide an initial orientation to the program, program goals,
- 4 policy and procedure review, emergency procedures and treatment services.
- 5 C. CONTRACTOR shall institute and maintain a training program in which
- 6 professional and other appropriate personnel shall participate.
- 7 D. CONTRACTOR shall have appropriate staff trained and/or certified in CPR, First
- 8 Aid, Emergency/Disaster Planning, non-violent crisis intervention, de-escalation
- 9 of agitation and potential violence, and procedures to protect both staff and the
- 10 participants from violent behavior.
- 11 E. Training plans shall be documented and discussed with staff. Continuing
- 12 development of staff expertise shall be encouraged.
- 13 F. The CONTRACTOR recognizes the importance of child and family support
- 14 obligations and shall fully comply with all applicable State and Federal laws
- 15 relating to child and family support enforcement, including, but not limited to,
- 16 disclosure of information and compliance with earnings assignment orders, as
- 17 provided in Chapter 8, commencing with Section 5200, of Part 5 of Division 9 of
- 18 the Family Code.
- 19 G. In accordance with section 6032 of the Deficit Reduction Act of 2005, Contractor
- 20 shall establish and disseminate written policies for all employees that include
- 21 detailed information about the False Claims Act and the other provisions named
- 22 in section 1902(a)(68)(A). Included in these written policies shall be detailed
- 23 information about contractor's policies and procedures for detecting and
- 24 preventing fraud, waste, and abuse in federal, state and local health care
- 25 programs. Contractor shall also include in any employee handbook a specific
- 26 discussion of the laws described in the written policies, the rights of employees to
- 27 be protected as whistleblowers, and a specific discussion of Contractor's policies
- 28 and procedures for detecting and preventing fraud, waste and abuse.
- 29 H. CONTRACTOR shall follow all Federal, State and County policies, laws and
- 30 regulations regarding Staffing and/or Employee compensation. All payments or
- 31 compensation made to CONTRACTOR Staff, Personnel and/or Employees in

1 association with the fulfillment of this agreement shall be made by means of
2 Staff, Personnel and/or Employee Certified Payroll or other auditable
3 documentation justifying the payment or compensation.

4 XX

5 CULTURAL COMPETENCY:

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

- 28 1. A comprehensive management strategy to address culturally and linguistically
29 appropriate services, including strategic goals, plans, policies, procedures,
30 and designated staff responsible for implementation.
31 2. Appropriate interventions which acknowledge specific cultural influences.

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

Riverside County Department of Mental Health Cultural Competency Program

P.O. Box 7549

Riverside, California 92513

Attention: Cultural Competency Manager

Fax: 951-955-7206

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

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

6. CONTRACTOR is responsible for reporting back to the COUNTY, annually in writing, all cultural competency related trainings that staff members have attended. The 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

7. 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.

1 XXI

2 INFORMING MATERIALS

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

10 XXII

11 CONFLICT OF INTEREST:

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

16 XXIII

17 WAIVER OF PERFORMANCE:

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

21 XXIV

22 FEDERAL AND STATE STATUTES:

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

26 XXV

27 DRUG-FREE WORKPLACE CERTIFICATION:

28 By signing this Agreement, the CONTRACTOR hereby certifies under penalty of
29 perjury under the laws of the State of California that the CONTRACTOR will comply with
30 the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section
31 8350 et seq.) and will provide a drug-free workplace doing all of the following.

- 1 A. Publish a statement notifying employees that unlawful manufacture, distribution,
2 dispensation, possession, or use of controlled substances is prohibited and
3 specifying actions to be taken against employees for violations, as required by
4 Government Code Section 8355 (a).
- 5 B. Establish a Drug-Free Awareness Program as required by Government Code
6 Section 8355 (a) to inform employees about all of the following:
7 1. The dangers of drug abuse in the workplace;
8 2. The CONTRACTOR'S policy of maintaining a drug-free workplace;
9 3. Any available counseling, rehabilitation, and employee assistance programs;
10 and,
11 4. Penalties that may be imposed upon employees for drug abuse violations.
- 12 C. Provide as required by Government Code Section 8355 (a) that every employee
13 who works in the program(s) funded through this Agreement:
14 1. Will receive a copy of the CONTRACTOR'S drug-free policy statement, and
15 2. Will agree to abide by the terms of the CONTRACTOR'S statement as a
16 condition of employment on the Agreement.
- 17 D. Failure to comply with these requirements may result in suspension of payments
18 under the Agreement or termination of the Agreement or both and the
19 CONTRACTOR may be ineligible for award of future contracts if the COUNTY
20 determines that any of the following has occurred:
21 1. The CONTRACTOR has made a false certification or,
22 2. Violates the certification by failing to carry out the requirements as noted
23 above.

24 XXVI

25 TERMINATION PROVISIONS:

- 26 A. Either party may terminate this Agreement without cause, upon sixty (60) days
27 written notice served upon the other party.
- 28 B. The COUNTY may terminate this Agreement upon thirty (30) days written notice
29 served upon the CONTRACTOR if sufficient funds are not available for the
30 continuation of services.

- 1 C. The COUNTY reserves the right, to terminate the Agreement without warning at
2 the discretion of the Director or designee, when CONTRACTOR has been
3 accused and/or found to be in violation of any County, State, or Federal laws and
4 regulations.
- 5 D. The COUNTY may terminate this Agreement with (30) days written notice due to
6 a change in status, or delegation, assignment or alteration of the Agreement.
- 7 E. The COUNTY may terminate this Agreement immediately if, in the opinion of the
8 Director of Mental Health, CONTRACTOR fails to provide for the health and
9 safety of participant(s) served under this Agreement. In the event of such
10 termination, the COUNTY may proceed with the work in any manner deemed
11 proper to the COUNTY.
- 12 F. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY
13 may take one or more of the following actions as appropriate:
- 14 1. Temporarily withhold payments pending correction of the deficiency.
 - 15 2. Disallow (deny funds) for all or part of the cost or activity not in compliance.
 - 16 3. Wholly or partially suspend or terminate the Agreement and if necessary,
17 request repayment to COUNTY if any disallowance is rendered after audit
18 findings.
- 19 G. After receipt of the Notice of Termination, pursuant to Paragraphs A, B, C, D, E
20 or F above, or the CONTRACTOR is notified that the Agreement will not be
21 extended beyond the performance period date, it is agreed that:
- 22 1. CONTRACTOR shall:
 - 23 a. Continue to provide the same level of service as previously required under
24 the terms of this Agreement until the date of termination
 - 25 b. Stop all services under this Agreement on the date, and to the extent
26 specified, in the Notice of Termination;
 - 27 c. If participants are to be transferred to another program for services,
28 furnish to COUNTY, upon request, all participant information and
29 documents deemed necessary by COUNTY to affect an orderly transfer;
 - 30 d. If appropriate, assist COUNTY in effecting the transfer of participants in a
31 manner consistent with the best interest of the participants' welfare;

1 e. Cancel outstanding commitments covering the procurement of materials,
2 supplies, equipment and miscellaneous items. In addition,
3 CONTRACTOR shall exercise all reasonable diligence to accomplish the
4 cancellation of outstanding commitments required by this Agreement.
5 With respect to these canceled commitments, the CONTRACTOR agrees
6 to provide a written plan to Director (or his designee) within thirty (30) days
7 for settlement of all outstanding liabilities and all claims arising out of such
8 cancellation of commitments. Such plan shall be subject to the approval
9 or ratification of the COUNTY, which approval or ratification shall be final
10 for all purposes of this clause;

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

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

19 H. COUNTY shall continue to pay CONTRACTOR at the same rate as previously
20 allowed until the date of termination, as determined by the Notice of Termination.

21 I. In instances where the CONTRACTOR agreement is terminated and/or allowed
22 to expire by the COUNTY and not renewed for a subsequent fiscal year,
23 COUNTY reserves the right to enter into settlement talks with the
24 CONTRACTOR in order to resolve any remaining and/or outstanding contractual
25 issues, including but not limited to, financials, services, billing, cost report, etc. In
26 such instances of settlement and/or litigation, CONTRACTOR will be solely
27 responsible for associated costs for their organizations legal process pertaining
28 to these matters including, but not limited to, legal fees, documentation copies,
29 and legal representatives. CONTRACTOR further understands that if settlement
30 agreements are entered into in association with this agreement, the COUNTY
31 reserves the right to collect interest on any outstanding amount that is owed by

1 the CONTRACTOR back to the COUNTY at a rate of no less than 5% of the
2 balance.

3 J. The rights and remedies of COUNTY provided in this section shall not be
4 exclusive and are in addition to any other rights and remedies provided by law or
5 under this Agreement.

6 K. CONTRACTOR shall submit a properly prepared cost report as required by the
7 Cost Report Section found in Exhibit C of this Agreement.

8 XXVII

9 DISPUTE:

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

22 XXVIII

23 SEVERABILITY:

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

1 XXIX

2 VENUE:

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

8 XXX

9 NOTICES:

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

13
14 COUNTY:

15 County of Riverside
16 Board of Supervisors
17 4080 Lemon Street, 5th floor
18 Riverside, CA 92501

INFORMATIONAL COPY:

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

19
20 CONTRACTOR:

21 Riverside Latino Commission
22 Leonel Contreras, Executive Director
23 83-844 Hopi Ave
24 Indio, CA 92201

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**EXHIBIT A
SCOPE OF WORK**

CONTRACTOR NAME: Riverside Latino Commission
PROGRAM NAME: Strengthening Families Program
DEPARTMENT I.D.: 4100221203-74720

1.1 PROGRAM DESCRIPTION

1.1.1 Strengthening Families Program for Parents and Children Ages 6-11 (SFP 6-11) is an evidence-based practice that uses a parent, youth, and multi-family group format to prevent teen problem behaviors and substance abuse, strengthen parenting skills, and build family strengths. SFP 6-11 has been proven to be effective in lowering levels of aggression, increasing resistance to peer pressure in youth, and increasing the ability of parents to set appropriate limits and show affection to their children. SFP 6-11 is a 14-session program, with two-hour sessions usually held weekly in the evenings. During the first hour, parents and children meet in separate groups to build skills and practice new behaviors. During the second hour, parents and children meet together as families, practicing family communication and problem-solving, engaging in activities designed to strengthen family bonding and positive values, and sharing a family meal. Sessions are highly interactive and include narrated videos, role-playing, discussions, learning games, and family projects. Incentives are provided to promote positive participation in the program and range from weekly (e.g., stickers for children's attendance) to periodic (e.g., raffled board games or sports equipment for a family). A trained team consisting of Parent and Children's Group Facilitators leads the Parent and Children's Groups respectively. All four Group Facilitators work with families during the family portion of the sessions. The team is also required to represent the culture of the families participating in the program. Two booster sessions (each two hours in length) are designed to reinforce skills learned in the 14 sessions.

1 1.1.2 CONTRACTOR will be trained in the SFP 6-11 program as coordinated by
2 RCDMH and thereafter will demonstrate model adherence in the implementation
3 of the practice.

4 1.1.3 CONTRACTOR will provide two (2) concurrent groups per week and will
5 implement this program in weekly multi-family group format with a minimum of
6 eight (8) and a maximum of twelve (12) families per group for fourteen (14)
7 sessions. There will be two (2) cycles per year with two (2) booster sessions for
8 each cycle. The approximate number of unduplicated families to be served in the
9 Desert Region is 40.

10 1.1.4 Staffing, Responsibilities, Qualifications

11 CONTRACTOR shall ensure the staffing requirements, which include, but are not
12 limited to the following, are met:

- 13 1. Ensure the provision of culturally competent services.
- 14 2. SFP 6-11 team members must attend and satisfactorily complete the initial
15 training(s) for SFP 6-11, which will be coordinated and funded by RCDMH.
16 RCDMH will fund all related training costs. RCDMH will provide a CD with
17 SFP program materials and outcome measure(s).
- 18 3. Provide administrative, supervisory, and clerical support for the program.
- 19 4. Comply with fidelity measures required by the SFP 6-11 program model.
- 20 5. Provide outcome measurement tools to all program participants.
- 21 6. Ensure that all staff working with individuals receiving service be fingerprinted
22 (Live Scan), and pass DOJ and FBI background checks.
- 23 7. Ensure that personnel are competent and qualified to provide the services
24 necessary.
- 25 8. There will be one SFP 6-11 team per region. Each team will include 1 Site
26 Coordinator, 2 Parent Group Facilitators, and 2 Children's Group Facilitators
27 (ideally each Group would have one male and one female Facilitator). Each
28 member of the team (Site Coordinator and Facilitators) is required to have a
29 minimum of a high school diploma or equivalent and have a minimum of one
30 year experience with providing parenting or educational classes (this may

1 include being a parent, parent educator, school counselor, teacher, social
2 worker, or mental health clinician). The job description for each position is as
3 follows:

4 a. SFP 6-11 Site Coordinator (1 FTE):

- 5 i. Oversees provision of SFP 6-11 services
- 6 ii. Coordinates recruitment and retention of SFP 6-11 families.
- 7 iii. Communicates and relates well with parents, children, and community
8 agency representatives.
- 9 iv. Has experience working with parents and children.
- 10 v. Develop and implement safety procedure for childcare
- 11 vi. Has a working telephone.

12 b. SFP 6-11 Children's Group Facilitators (2 - .5 FTE):

- 13 i. Facilitate weekly Children's and Family portions of SFP 6-11 sessions.
- 14 ii. Have strong presentation and facilitation skills.
- 15 iii. Have experience working with parents and children.
- 16 iv. Work well in a collaborative team environment.
- 17 v. Assist with participant recruitment and retention process.

18 c. SFP 6-11 Parent Group Facilitators (2 - .5 FTE) :

- 19 i. Facilitate weekly Parent and Family portions of SFP 6-11 sessions.
- 20 ii. Have strong presentation and facilitation skills.
- 21 iii. Have experience working with parents and children.
- 22 iv. Work well in a collaborative team environment.
- 23 v. Assist with participant recruitment and retention process

24 d. SFP 6-11 Childcare Worker (up to .25 FTE) :

- 25 i. Have experience working with parents and children.
- 26 ii. Work well in a collaborative team environment.
- 27 iii. Maintain a safe play environment.
- 28 iv. Provide and supervise children's play activities.
- 29 v. Follow safety procedures for childcare.

1 **1.2 GENERAL PROGRAM REQUIREMENTS**

2 CONTRACTOR will be expected to work cooperatively with RCDMH and community-
3 based organizations to comprehensively address the needs of the population outlined in
4 Section 1.4.

5 **1.2.1 Service Site(s)**

- 6 a. Services will be offered in locations that are non-stigmatizing, which may
7 include, but are not limited to, community-based organizations, faith-based
8 organizations, libraries, schools, and/or community centers that are located
9 within the targeted communities.
- 10 b. The service site(s) must provide confidential space for multi-family group
11 meetings for 8-12 families that can accommodate structured family activities
12 and family meals.
- 13 c. The service site(s) must have separate confidential group rooms for parents
14 and youth to meet separately during the first hour of each session.
- 15 d. On-site childcare must be offered during the time services are offered.
- 16 e. The facility must be in compliance with any applicable state and local laws
17 and requirements, including ADA.
- 18 f. Easily accessible public transportation routes or provide transportation.

19 **1.2.2 Program**

- 20 a. The evidence-based practice Strengthening Families Program for Parents
21 and Children Ages 6-11 is the program to be utilized to meet the goals.
- 22 b. The evidence-based practice SFP 6-11 will be provided by a team
23 comprised of: One (1) Site Coordinator, Two (2) Parent Group Facilitators,
24 and Two (2) Children's Group Facilitators. Each Group should ideally have
25 one male and one female Facilitator.
- 26 c. Childcare must be provided for children 0-5 years of age.
- 27 d. There will be no charge to the program participants.

28 **1.3 PROGRAM GOALS**

29 There are several primary program goals for this project. All of the goals are focused on
30 reducing the risk of developing mental health problems for children ages 6-11. These

1 goals include strengthening parenting skills, building family strengths, enhancing youth's
2 school success, and reducing risk factors for behavioral, emotional, and social problems
3 in high-risk children (i.e., those from communities that are underserved, low-income,
4 exposed to violence, trauma, and other stresses).

5
6 **1.4 TARGET POPULATION CRITERIA**

7 CONTRACTOR shall serve desert area families with children ages 6-11, with priority to
8 the following cultural populations:

9 1.5.1 Hispanic;

10 1.5.2 African American;

11 1.5.3 Native American;

12 1.5.4 Asian/Pacific Islander;

13 1.5.5 Deaf/Hard of Hearing; and/or

14 1.5.6 Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ).

15 **1.5 GEOGRAPHICAL LOCATION OF SERVICES**

16 CONTRACTOR will provide services in the Desert Region of Riverside County,
17 targeting Coachella, Mecca, Thermal, and Desert Hot Springs.

18 **1.6 SERVICE DELIVERY REQUIREMENTS**

19 CONTRACTOR shall ensure that the following service delivery requirements, which
20 include, but are not limited to the following are met:

21 1.6.1 Provide the services to the target population as defined in Section 1.5.

22 1.6.2 Services to be provided utilizing Strengthening Families Program for Parents
23 and Children Ages 6-11 as described in Section 1.1 of this document.

24 1.6.3 Services to be provided in a multi-family group meeting format as prescribed by
25 the EBP.

26 1.6.4 CONTRACTOR will recruit SFP 6-11 team members who are reflective of the
27 target populations to which they are providing the program.

28 1.6.5 Collaborative efforts and partnerships are encouraged to meet service delivery
29 requirements.

1 1.6.6 CONTRACTOR will participate in monthly meetings coordinated and facilitated
2 by RCDMH related to implementation of SFP 6-11. These meetings are
3 designed to assist in model adherence and to assist in addressing any potential
4 barriers to implementation of the EBP.

5 1.6.7 There will be no charge to the program participants.

6 1.6.8 Comply with Performance Outcome requirements as stated in Section 1.7.

7 **1.7 PERFORMANCE OUTCOMES**

8 RCDMH will coordinate with evidence-based practice model guidelines and fidelity
9 measurements to determine the required outcome measures to be utilized and
10 monitored for this project. Outcome reporting as assigned by The Mental Health
11 Services Oversight and Accountability Commission will be an additional requirement of
12 CONTRACTOR. Outcome measures to include but not limited to the "SFP
13 Parent/Guardian Retro Pre/Post-Test Questionnaire".

14 **1.8 DOCUMENTATION OF SERVICES**

15 CONTRACTOR shall maintain appropriate records documenting all of the services
16 provided through the contract. All confidential information shall be stored in a locked
17 space. The documentation of staffing, payroll, other program costs, and program
18 activities shall clearly indicate program staff time. These records shall conform to the
19 requirements of the Mental Health Oversight and Accountability Commission and the
20 Riverside County Department of Mental Health. These records shall include, but are not
21 limited to:

22 1.8.1 CONTRACTOR will maintain a log of referrals.

23 1.8.2 Documentation of individuals/families participating in the SFP 6-11 program.
24 Copies of material that was presented/discussed.

25 1.8.3 Monthly documentation of each session facilitated by the SFP 6-11 team that
26 will include sign in sheets noting the date, time, and location of the session.
27 Copies of material that was presented/discussed.

28 1.8.4 Documentation of outreach recruitment efforts on a monthly basis, which may
29 include but not be limited to date, time, and location of recruitment activities
30 (i.e., parents, schools, etc.).

- 1 1.8.5 Monthly contract report, as outlined by RCDMH, shall be submitted to RCDMH.
2 This monthly report shall summarize CONTRACTOR activities.
3 1.8.6 All records maintained by the CONTRACTOR on behalf of RCDMH are the
4 property of RCDMH.
5 1.8.7 Copies of completed outcome measures as described in Section 1.7.
6 1.8.8 Other requirements may be determined as the Prevention and Early
7 Intervention plan is implemented.
8 1.8.9 Data entry into the County Management Information System (MIS).

9 **1.9 REGULATORY COMPLIANCE**

10 CONTRACTOR shall:

- 11 1.9.1 Comply with any and all Federal, State or local laws and licensing regulations
12 including but not limited to Federal HIPAA regulations and State of California
13 Welfare and Institutions Code Section 5328 regarding confidentiality.
14 1.9.2 Participate in the RCDMH annual contract monitoring as well as more frequent
15 program reviews. Any associated RCDMH Manager, Supervisor, or their
16 Designee, with proper identification, shall be allowed to enter and inspect the
17 facility.
18 1.9.3 Submit monthly documentation to RCDMH as outlined by RCDMH.
19 1.9.4 Maintain at all times appropriate licenses and permits to operate the programs
20 pursuant to State laws and local ordinances.

21 **1.10 DISASTER PREPAREDNESS**

22 CONTRACTOR shall develop and update contingency plans to continue the delivery of
23 services in the event of a man-made or natural disaster.

24 **1.11 COUNTY SUPPORT AND TECHNICAL ASSISTANCE**

25 RCDMH shall provide technical assistance on an as-needed basis for CONTRACTOR.
26 Such technical assistance typically includes, but is not limited to, orientation to the
27 County's MIS, and data entry guidelines; reviewing and interpreting County policies and
28 procedures; providing on-going agency liaison with RCDMH and the Department's other
29 contractors to ensure optimal collaborations, etc.
30

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)

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

2 Centers for Medicare and Medicaid Services Manual

3 Child Abuse Reporting/Child Support

4 California Penal Code Sections 11164 – 11174.4 et seq.

5 Family Code, Section 5200 (Child Support)

6 Children System of Care

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

8 Community Care Facilities

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

11 Community Residential Treatment Program

12 California Welfare & Institutions Code Sections 5150 to 5152, 5600.2 to 5600.9 and
13 5672 to 5699 (Community Treatment)

14 California Welfare & Institutions Code Section 5670 et seq.

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

16 Confidentiality

17 California Welfare & Institutions Code Section 5328

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

19 45 CFR Parts 160 and 164 (Standards for Privacy of Individually Identifiable Health
20 Information)

21 Elderly and Dependent Adult Abuse Reporting

22 California Welfare & Institutions Code Sections 15600 et seq.

1 Health Care Facilities

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

5 McKinney-Vento Homeless Assistance Act, Public Law 101-645 (Homeless
6 Services)

7 California Welfare & Institutions Code Section 5680 et seq.

8 Life Support

9 California Welfare & Institutions Code Section 4075 to 4078

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

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

12 Medication Protocol

13 Riverside County Mental Health "Psychotropic Medication Protocols for Children
14 and Adolescents" Publication

15 Riverside County Mental Health "Medication Guidelines" Publication

16 Minors in Health Care Facilities

17 California Welfare & Institutions Code Section 5751.7

18 Negotiated Net Amount and Negotiated Net Agreements

19 California Welfare and Institutions Code Sections 5705 to 5716

20 Non Discrimination

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

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

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

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

27 Patients Rights

28 California Welfare & Institutions Code Sections 5325 et seq.

29 California Code of Regulations, Title 22, Section 70707

1 Policies

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

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

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

6 County and Departmental policies, as applicable to this Agreement

7 Quality Assurance

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

9 Short-Doyle/Medi-Cal

10 California Code of Regulations, Title 22, Division 3

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

13 Social Rehabilitation Programs

14 California Code of Regulations, Title 9, Division 1, Chapter 1, Subchapter 3, Article
15 3.5

16 Special Education Pupils (AB 3632)

17 California Welfare & Institutions Code Section 18350 et seq.

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

19 Voter Registration

20 National Voter Registration Act of 1993

21
22 ///

23 ///

24 ///

**EXHIBIT C
REIMBURSEMENT & PAYMENT**

CONTRACTOR NAME: Riverside Latino Commission
PROGRAM NAME: Strengthening Families Program
DEPARTMENT ID: 4100221203-74720

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 (1/12th), 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.

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.

1 _____ The final year-end settlement for Net Negotiated Amount
2 contract(s) (only) shall be based upon the Net Negotiated
3 Amount, as approved by COUNTY, and not to exceed
4 percentage(s) or amount(s) as specified in the original contract
5 proposal received and approved by the COUNTY.

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

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

13 **B. MAXIMUM OBLIGATION:**

14 COUNTY'S maximum obligation for FY 2013/2014 shall be \$130,078 subject to
15 availability of Federal, State, local and/or COUNTY funds.

16 **C. BUDGET:**

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

22 **D. REVENUES:**

23 If, when and/or where applicable:

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

- 1 2. CONTRACTOR shall be responsible for checking and confirming Medi-
2 Cal eligibility for its patient(s)/client(s) prior to the patient(s)/client(s)
3 receiving services(s) and prior to services being billed in order to ensure
4 proper billing or Medi-Cal eligible services for all applicable
5 patient(s)/clients(s).
- 6 3. Patient/client eligibility for reimbursement from Medi-Cal, Private
7 Insurance, Medicare, or other third party benefits shall be determined by
8 the CONTRACTOR at all times for billing or service purposes.
9 CONTRACTOR shall pursue payment from all potential sources in
10 sequential order, with Short/Doyle Medi-Cal as payor of last resort.
- 11 4. CONTRACTOR is to attempt to collect first from Medicare (if site is
12 Medicare certified), then insurance and then first party. In addition,
13 CONTRACTOR is responsible for adhering to and complying with all
14 applicable Federal, State and local Medi-Cal and Medi-Care laws and
15 regulations as it relates to providing services to Medi-Cal and Medi-Care
16 beneficiaries.
- 17 5. If a client has both Medicare or insurance and Medi-Cal coverage, a
18 copy of the Medicare or insurance Explanation of Benefits (EOB) must
19 be provided to the COUNTY within thirty (30) days of receipt.
- 20 6. CONTRACTOR is obligated to collect from the client any Medicare co-
21 insurance and/or deductible if the site is Medicare certified.
22 CONTRACTOR is required to clear any Medi-Cal Share of Cost amount
23 (s) with the State. CONTRACTOR is obligated to attempt to collect the
24 cleared Share of Cost amount (s) from the client. CONTRACTOR must
25 notify the COUNTY in writing of cleared Medi-Cal Share of Cost (s)
26 within seventy two (72) hours (excluding holidays) of the
27 CONTRACTOR'S received notification from the State. Patients/clients
28 with share of cost Medi-Cal shall be charged their monthly Medi-Cal
29 share of cost in lieu of their annual liability. Medicare clients will be
30 responsible for any co-insurance and/or deductible for services rendered
31 at Medicare certified sites.

- 1 7. All other clients will be subject to an annual sliding fee schedule by
2 CONTRACTOR for services rendered, based on the patient's/client's
3 ability to pay, not to exceed the CONTRACTOR'S actual charges for the
4 services provided. In accordance with the State Department of Health
5 Care Services Revenue Manual, CONTRACTOR shall not be penalized
6 for non-collection of revenues provided that reasonable and diligent
7 attempts are made by the CONTRACTOR to collect these revenues.
8 Past due patient/client accounts may not be referred to private collection
9 agencies. No patient/client shall be denied services due to inability to
10 pay.
- 11 8. CONTRACTOR shall submit to COUNTY, with signed contract, a copy
12 of CONTRACTOR'S published charges.
- 13 9. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays)
14 above and beyond the Contracted Schedule I rate, the CONTRACTOR
15 must notify the COUNTY within ten (10) days of signing the
16 AGREEMENT.
- 17 10. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client
18 fees. Notification must be made within ten (10) days following any fee
19 increase.

20 E. REALLOCATION OF FUNDS:

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

1 and service functions that are defined as billable by the COUNTY, State
2 or Federal governments.

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

8 **F. RECOGNITION OF FINANCIAL SUPPORT:**

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

12 **G. PAYMENT:**

- 13 1. Monthly reimbursements may be withheld at the discretion of the
14 Director or its designee due to material contract non-compliance,
15 including audit disallowances invoice or contract overpayment and/or
16 adjustments or disallowances resulting from the COUNTY Contract
17 Monitoring Review (CMT), Program Monitoring and/or the Cost Report
18 Reconciliation/Settlement process.
- 19 2. In addition, if the COUNTY determines that there is any portion (or all) of
20 the CONTRACTOR invoice(s) that cannot be substantiated, verified or
21 proven to be valid in any way for any fiscal year, then the COUNTY
22 reserves the right to disallow and/or withhold current and/or future
23 payments from CONTRACTOR until valid, substantial proof of any
24 and/or all items billed for is received, verified and approved by the
25 COUNTY.
- 26 3. In addition to the CMT, Program Monitoring, and Cost Report
27 Reconciliation/Settlement processes, the COUNTY reserves the right to
28 perform periodic service deletes and denial monitoring for this
29 agreement throughout the fiscal year in order to minimize and/or
30 potentially prevent COUNTY and CONTRACTOR loss. The COUNTY,
31 at its discretion, may withhold and/or offset invoices and/or monthly

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

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

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

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

10 H. COST REPORT:

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

17 _____ Thirty (30) calendar days following the end of each fiscal year
18 (June 30th), the expiration or termination of the contract,
19 whichever occurs first.

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

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

- 26 2. The Cost Report shall detail the actual cost of services provided. The
27 Cost Report shall be provided in the format and on forms provided by the
28 COUNTY.
- 29 3. CONTRACTOR shall follow all applicable Federal, State and local
30 regulations and guidelines to formulate proper cost reports, including but
31 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.

27
28 /Rev. 05/30/2012 STL/ALM/RBE/LS FY 12/13
29
30
31



Mental Health Services Act Indirect Program Integrity Form

Contractor Name: Latino Commission

Billing Month & Year: _____

Program RU & Name: 33MGPC – SFP 6-11 – Desert Region

Dept Id.: 4100221203-74720

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 OR to 951-955-7361

**SCHEDULE I
MENTAL HEALTH**

CONTRACT PROVIDER NAME:	RIVERSIDE COUNTY LATINO COMMISSION - STRENGTHENING FAMILIES	FY 13/14
	ACTUAL COST (X)	NEGOTIATED NET AMOUNT ()
DEPT ID/PROGRAM:	4100221203-74720	RU #: 33MGPC
		MHSA PEI

DESERT REGION

TYPE OF MODALITY	PROGRAM	PEI OUTREACH	ENGAGEMENT	STAFF TRAINING	Start Up	REGION TOTAL
MODE OF SERVICE:	45	45	45	45	45	
SERVICE FUNCTION:	20	10	20	10	10	
PROCEDURE CODES:	601	602	603	760	760	
UNIT MEASUREMENT:	1/10	1/10	1/10	1/10	ACTUAL COSTS	
NUMBER OF UNITS:	10	10	10	10	10	
COST PER UNIT:	\$5,974.67	\$2,685.50	\$3,242.43	\$1,055.17	\$1.00	
GROSS COST:	\$59,747	\$26,855.00	\$32,424.33	\$10,551.67	\$500.00	\$130,078
1/10 Billing per Month	\$5,974.67	\$2,685.50	\$3,242.43	\$1,055.17	n/a	\$12,958
Service Authorization Number	147071					
LESS REVENUES COLLECTED						
BY CONTRACTORS:						
A. PATIENT FEES						
B. PATIENT INSURANCE						
C. OTHER						
TOTAL CONTRACTOR REVENUES						
MAXIMUM OBLIGATION	\$59,747	\$26,855	\$32,424	\$10,552		\$130,078
S OF F - MAX OBLIGATION:						
A. MHSA - PEI	\$59,747	\$26,855	\$32,424	\$10,552		\$130,078
F. OTHER:						
TOTAL (SOURCES OF FUNDING)	\$59,747	\$26,855	\$32,424	\$10,552		\$130,078

FUNDING SOURCES DOCUMENT: 2013-14 CLIB Net Funding

ADMIN SVCS ANALYST SIGNATURE: _____

FISCAL SERVICE SIGNATURE: _____

Revised: 5/30/13

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 MFI Recovery Center, Inc., 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 29 and Exhibits A, B, and C, attached hereto and incorporated herein.

CONTRACTOR

By: [Signature]

Craig Lambdin, Executive Director
Print Name

Date: 7/31/13

COUNTY

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

Date: NOV 05 2013

Attest
By: [Signature]
Kecia Harper-Ihem, Clerk of the Board

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I

DESCRIPTION OF SERVICES:

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

II

PERIOD OF PERFORMANCE:

This Agreement shall be effective September 1, 2013, and continue in effect through June 30, 2014. The Agreement may thereafter be renewed annually, up to an additional three (3) years, subject to the availability of funds.

III

REIMBURSEMENT AND PAYMENT:

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

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

IV

PROGRAM SUPERVISION, MONITORING AND REVIEW:

CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement. Pursuant to Welfare & Institutions Code (WIC), Section 5608, 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, his designee, the COUNTY Contract Monitoring Team, and/or to authorized State representatives, the right to review and monitor CONTRACTOR'S facilities, programs, policies, practices, books, records, or procedures at any reasonable time. 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

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

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

19 V

20 INDEPENDENT CONTRACTOR:

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

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

17 A. Contractor shall maintain, as appropriate, the following:

- 18 1. Articles of Incorporation;
- 19 2. Amendments of Articles;
- 20 3. List of agency's Board of Directors and Advisory Board;
- 21 4. A resolution indicating who is empowered to sign all contract documents
22 pertaining to the agency;
- 23 5. By-laws and minutes of Board meetings.

24 VI

25 LICENSE(S)/CERTIFICATION(S):

26 CONTRACTOR warrants that it has all necessary licenses, permits, approvals,
27 certifications, waivers and exemptions necessary to provide services hereunder and
28 required by the laws or regulations of the United States, State of California, the County
29 of Riverside and all other appropriate governmental agencies, and agrees to maintain
30 such throughout the term of this Agreement. Examples of license(s)/certification(s) may
31 include, but may not be limited to; fire clearance, zoning permit; business license,

1 community care license and/or Medi-Cal certification, as appropriate. CONTRACTOR
2 shall notify DIRECTOR (or his designee) immediately and in writing of its inability to
3 maintain, irrespective of the tendency of an appeal, such license(s), permit(s),
4 approval(s), certification(s), waiver(s) or exemption(s).

5 VII

6 ADMINISTRATIVE CHANGE IN STATUS:

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

16 VIII

17 DELEGATION AND ASSIGNMENT:

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

26 CONTRACTOR may not assign the rights hereunder, either in whole or in part,
27 without the prior written consent of COUNTY. Any attempted assignment or delegation
28 in derogation of this paragraph shall be void. Any change in the corporate or business
29 structure of CONTRACTOR, such as a change in ownership or majority ownership
30 change resulting in a change to the Federal Tax Id, shall be deemed an assignment for
31 purposes of this paragraph.

IX

1
2 ALTERATION:

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

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

12 X

13 INDEMNIFICATION:

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

28 XI

29 INSURANCE:

30 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold
31 harmless the County of Riverside and the State of California, CONTRACTOR shall

1 procure and maintain or cause to be maintained, at its sole cost and expense, the
2 following insurance coverages during the term of this Agreement.

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

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

24 C. Vehicle Liability: If CONTRACTOR uses any vehicles or other motorized mobile
25 equipment in the performance of the obligations under this Agreement,
26 CONTRACTOR shall maintain liability insurance for all owned, non-owned or
27 hired vehicles in an amount not less than \$1,000,000 per occurrence combined
28 single limit. If such insurance contains a general aggregate limit, it shall apply
29 separately to this agreement or be no less than two (2) times the occurrence
30 limit. Policy shall name, all Agencies, Districts, Special Districts, and
31 Departments of the County of Riverside, the State of California, their respective

1 directors, officers, Board of Supervisors, employees, elected and appointed
2 officials, agents or representatives as Additional Insureds.

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

17 E. General Insurance Provisions - All lines:

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

1 deductibles or self-insured retentions as respects this Agreement with the
2 COUNTY, or 2) procure a bond which guarantees payment of losses and
3 related investigations, claims administration, defense costs and expenses.

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

29 4. It is understood and agreed by the parties hereto and the CONTRACTOR'S
30 insurance company(s), that the Certificate(s) of Insurance and policies shall
31 so covenant and shall be construed as primary insurance, and the

COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

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

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

XII

LIMITATION OF COUNTY LIABILITY:

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

XIII

WARRANTY AGAINST CONTINGENT FEES:

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

1 compensation; and selection for training, including apprenticeship/internship.
2 There shall be posted in conspicuous places, available to employees and
3 applicants for employment, notices from DIRECTOR (or his designee) and/or
4 the United States Equal Employment Opportunity Commission setting forth
5 the provisions of this Section.

- 6 2. All solicitations or advertisements for recruitment of employment placed by or
7 on behalf of CONTRACTOR shall state that all qualified applicants will
8 receive consideration for employment without regard to race, religion, color,
9 sex, national origin, age, sexual preference, or physical/mental handicap.
- 10 3. Each labor union or representative of workers with which CONTRACTOR has
11 a collective bargaining Agreement or other contract or understanding must
12 post a notice advising the labor union or workers' representative of the
13 commitments under this Nondiscrimination Section and shall post copies of
14 the notice in conspicuous places available to employees and applicants for
15 employment.
- 16 4. In the event of noncompliance with this section or as otherwise provided by
17 State and Federal law, this Agreement may be terminated or suspended in
18 whole or in part and CONTRACTOR may be declared ineligible from further
19 contracts involving federal, state or COUNTY funds.

20 **B. Services, Benefits, and Facilities:**

- 21 1. CONTRACTOR shall not discriminate in the provision of services, the
22 allocation of benefits, or in the accommodation in facilities on the basis of
23 color, race, religion, national origin, gender, age, sexual preference, marital
24 status, physical/mental handicap in accordance with Title VI of the Civil Rights
25 Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and
26 regulations promulgated pursuant thereto, and as otherwise provided by State
27 law and regulations, as all may now exist or be hereafter amended or
28 changed.
- 29 2. CONTRACTOR shall further establish and maintain written procedures under
30 which any person, applying for or receiving services hereunder, may seek
31 resolution from CONTRACTOR of a complaint with respect to any alleged

1 discrimination in the provision of services by CONTRACTOR'S personnel.
2 Such procedures shall also include a provision whereby any such person,
3 who is dissatisfied with CONTRACTOR'S resolution of the matter, shall be
4 referred by CONTRACTOR to DIRECTOR, or his authorized designee, for the
5 purpose of presenting his or her complaint of alleged discrimination. Such
6 procedures shall also indicate that if such person is not satisfied with
7 COUNTY'S resolution or decision with respect to the complaint of alleged
8 discrimination, he or she may appeal the matter to the appropriate federal or
9 state agencies. CONTRACTOR will maintain a written log of complaints for a
10 period of seven (7) years.

11 XV

12 REPORTS:

- 13 A. CONTRACTOR must adhere to Federal, State, and County reporting
14 requirements as mandated by law. The COUNTY shall provide instruction and
15 direction regarding County policies and procedures for meeting reporting
16 requirements.
- 17 B. CONTRACTOR shall provide the COUNTY with applicable reporting
18 documentation as specified and/or required by the COUNTY, State Department
19 Health Care Services and/or Federal guidelines. COUNTY may provide
20 additional instructions on reporting requirements.
- 21 C. CONTRACTOR shall participate in the COUNTY'S Management Information
22 System (MIS) as required by the DIRECTOR, or his designee. CONTRACTOR is
23 required to report program, individuals served and staff data about the
24 CONTRACTOR'S program and services, by the fifth (5th) working day of each
25 month.
- 26 D. Any change in administrator of the facility shall be reported to COUNTY. Such
27 notification shall include the new administrator's name, address and
28 qualifications.
- 29

1 XVI

2 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

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

9 XVII

10 CONFIDENTIALITY OF PARTICIPANT INFORMATION:

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

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

27 B. The CONTRACTOR shall not disclose confidential participant identifying
28 information except as authorized by participant, participants' legal representative
29 or as permitted by Federal or State law, to anyone other than the COUNTY or
30 State without prior valid authorization from the participant or participants' legal
31 representative in accordance with State and Federal laws. Any disclosures

1 made shall be logged and the log maintained in accordance with State and
2 Federal law.

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

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

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

26 Mental Health Compliance Officer
27 Riverside County Department of Mental Health
28 P.O. Box 7549
29 Riverside, CA 92513

30 F. Safeguards: The CONTRACTOR shall implement administrative, physical, and
31 technical safeguards that reasonably and appropriately protect the confidentiality,

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

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

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

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

30 K. The CONTRACTOR shall protect from unauthorized disclosure, confidential
31 participant identifying information obtained or generated in the course of

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

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

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

19 XVIII

20 RECORDS:

21 All records shall be available for inspection by the designated auditors of COUNTY,
22 State Department of Health Care Services, State Department of Justice, and Oversight
23 and Accountability Commission, U.S. Department of Health and Human Services and
24 the U.S Office of the Inspector General at reasonable times during normal business
25 hours. Records include, but are not limited to, all physical and electronic records
26 originated or prepared pursuant to the performance under this Agreement including, but
27 not limited to, working papers, reports, financial records or books of account, medical
28 records, prescription files, subcontracts, any and other documentation pertaining to
29 medical and non-medical services. Upon request, at any time during the period of this
30 Agreement, the CONTRACTOR will furnish any such record or copy thereof, to the
31 COUNTY. CONTRACTOR shall be subject to the examination and audit of the Office of

1 the Inspector General for a period of three (3) years after final payment under
2 Agreement.

- 3 A. Program Participant Records. CONTRACTOR shall adhere to the authority of
4 COUNTY, the State Department of Health Care Services, the State Department
5 of Oversight and Accountability. CONTRACTOR shall maintain adequate
6 participant records on each participant, program outcome measures, and records
7 of service provided by the various staff in sufficient detail to make an evaluation
8 of the effectiveness of the program services.
- 9 B. Financial Records. CONTRACTOR shall maintain complete financial records
10 that clearly reflect the cost of each type of service for which payment is claimed.
11 Any apportionment of costs shall be made in accordance with generally accepted
12 accounting principles and shall evidence proper audit trails reflecting the true
13 cost of the services rendered. Statistical data shall be kept and reports made as
14 required by the DIRECTOR, or his designee, and the State of California. All such
15 records shall be available for inspection by the designated auditors of COUNTY
16 or State at reasonable times during normal business hours.
- 17 C. Financial Record Retention. Appropriate financial records shall be maintained
18 and retained by CONTRACTOR for at least five (5) years or, in the event of an
19 audit exception and appeal, until the audit finding is resolved, whichever is later.
- 20 D. Participant Record Retention. Participant records shall be maintained and
21 retained by CONTRACTOR for a minimum of seven (7) years.
- 22 E. Shared Records/Information. CONTRACTOR and COUNTY shall maintain a
23 reciprocal shared record and information policy, which allows for sharing of
24 participant records and information between CONTRACTOR and COUNTY.
25 Either COUNTY or CONTRACTOR shall not release these participant records or
26 information to a third party without a valid authorization.
- 27 F. Property of participant records. COUNTY is the owner of all participant records.
28 In the event that the Agreement is terminated, the CONTRACTOR is required to
29 prepare and box the participant records so they can be archived by the County,
30 according to procedures developed by the County. The COUNTY is responsible
31 for taking possession of the records and storing them according to regulatory

1 requirements. The COUNTY is required to provide the CONTRACTOR with a
2 copy of any participant record that is requested by the CONTRACTOR, as
3 required by regulations, at no cost to the CONTRACTOR, and in a timely
4 manner.

5 XIX

6 STAFFING:

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

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

- 21 1. A list of persons who are providing services hereunder by name, title,
22 professional degree, licensure, experience, credentials, Cardiopulmonary
23 Resuscitation (CPR) training, First Aid training, languages spoken,
24 Race/Ethnicity with an option to select "Prefer Not to Say" and any other
25 information deemed necessary by the Director or designee.
- 26 2. Personnel policies and procedures;
- 27 a. Personnel file for each staff member (including subcontractors, as
28 approved by COUNTY and volunteers) that includes at minimum the
29 following:
- 30 b. Resume/application, proof of current licensure, certification, registration;
- 31 c. List of Training, including cultural competency;

- 1 d. Annual job performance evaluation; and,
- 2 e. Personnel action document for each change in status of the employee.
- 3 B. CONTRACTOR shall provide an initial orientation to the program, program goals,
- 4 policy and procedure review, emergency procedures and treatment services.
- 5 C. CONTRACTOR shall institute and maintain a training program in which
- 6 professional and other appropriate personnel shall participate.
- 7 D. CONTRACTOR shall have appropriate staff trained and/or certified in CPR, First
- 8 Aid, Emergency/Disaster Planning, non-violent crisis intervention, de-escalation
- 9 of agitation and potential violence, and procedures to protect both staff and the
- 10 participants from violent behavior.
- 11 E. Training plans shall be documented and discussed with staff. Continuing
- 12 development of staff expertise shall be encouraged.
- 13 F. The CONTRACTOR recognizes the importance of child and family support
- 14 obligations and shall fully comply with all applicable State and Federal laws
- 15 relating to child and family support enforcement, including, but not limited to,
- 16 disclosure of information and compliance with earnings assignment orders, as
- 17 provided in Chapter 8, commencing with Section 5200, of Part 5 of Division 9 of
- 18 the Family Code.
- 19 G. In accordance with section 6032 of the Deficit Reduction Act of 2005, Contractor
- 20 shall establish and disseminate written policies for all employees that include
- 21 detailed information about the False Claims Act and the other provisions named
- 22 in section 1902(a)(68)(A). Included in these written policies shall be detailed
- 23 information about contractor's policies and procedures for detecting and
- 24 preventing fraud, waste, and abuse in federal, state and local health care
- 25 programs. Contractor shall also include in any employee handbook a specific
- 26 discussion of the laws described in the written policies, the rights of employees to
- 27 be protected as whistleblowers, and a specific discussion of Contractor's policies
- 28 and procedures for detecting and preventing fraud, waste and abuse.
- 29 H. CONTRACTOR shall follow all Federal, State and County policies, laws and
- 30 regulations regarding Staffing and/or Employee compensation. All payments or
- 31 compensation made to CONTRACTOR Staff, Personnel and/or Employees in

1 association with the fulfillment of this agreement shall be made by means of
2 Staff, Personnel and/or Employee Certified Payroll or other auditable
3 documentation justifying the payment or compensation.

4 XX

5 CULTURAL COMPETENCY:

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

- 28 1. A comprehensive management strategy to address culturally and linguistically
29 appropriate services, including strategic goals, plans, policies, procedures,
30 and designated staff responsible for implementation.
31 2. Appropriate interventions which acknowledge specific cultural influences.

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

Riverside County Department of Mental Health Cultural Competency Program

P.O. Box 7549

Riverside, California 92513

Attention: Cultural Competency Manager

Fax: 951-955-7206

4. CONTRACTOR agrees to meet with COUNTY'S Cultural Competency Program Manager, as needed, to provide technical assistance in determining and implementing cultural competency activities.
5. CONTRACTOR will be responsible for participating in cultural competency trainings as required by the COUNTY'S Cultural Competency Plan. In order to attend the COUNTY offered trainings, CONTRACTOR must register on-line through the department's training unit.
6. CONTRACTOR is responsible for reporting back to the COUNTY, annually in writing, all cultural competency related trainings that staff members have attended. The 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

7. 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.

1 XXI

2 INFORMING MATERIALS

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

10 XXII

11 CONFLICT OF INTEREST:

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

16 XXIII

17 WAIVER OF PERFORMANCE:

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

21 XXIV

22 FEDERAL AND STATE STATUTES:

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

26 XXV

27 DRUG-FREE WORKPLACE CERTIFICATION:

28 By signing this Agreement, the CONTRACTOR hereby certifies under penalty of
29 perjury under the laws of the State of California that the CONTRACTOR will comply with
30 the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section
31 8350 et seq.) and will provide a drug-free workplace doing all of the following.

- 1 A. Publish a statement notifying employees that unlawful manufacture, distribution,
2 dispensation, possession, or use of controlled substances is prohibited and
3 specifying actions to be taken against employees for violations, as required by
4 Government Code Section 8355 (a).
- 5 B. Establish a Drug-Free Awareness Program as required by Government Code
6 Section 8355 (a) to inform employees about all of the following:
7 1. The dangers of drug abuse in the workplace;
8 2. The CONTRACTOR'S policy of maintaining a drug-free workplace;
9 3. Any available counseling, rehabilitation, and employee assistance programs;
10 and,
11 4. Penalties that may be imposed upon employees for drug abuse violations.
- 12 C. Provide as required by Government Code Section 8355 (a) that every employee
13 who works in the program(s) funded through this Agreement:
14 1. Will receive a copy of the CONTRACTOR'S drug-free policy statement, and
15 2. Will agree to abide by the terms of the CONTRACTOR'S statement as a
16 condition of employment on the Agreement.
- 17 D. Failure to comply with these requirements may result in suspension of payments
18 under the Agreement or termination of the Agreement or both and the
19 CONTRACTOR may be ineligible for award of future contracts if the COUNTY
20 determines that any of the following has occurred:
21 1. The CONTRACTOR has made a false certification or,
22 2. Violates the certification by failing to carry out the requirements as noted
23 above.

24 XXVI

25 TERMINATION PROVISIONS:

- 26 A. Either party may terminate this Agreement without cause, upon sixty (60) days
27 written notice served upon the other party.
- 28 B. The COUNTY may terminate this Agreement upon thirty (30) days written notice
29 served upon the CONTRACTOR if sufficient funds are not available for the
30 continuation of services.

- 1 C. The COUNTY reserves the right, to terminate the Agreement without warning at
2 the discretion of the Director or designee, when CONTRACTOR has been
3 accused and/or found to be in violation of any County, State, or Federal laws and
4 regulations.
- 5 D. The COUNTY may terminate this Agreement with (30) days written notice due to
6 a change in status, or delegation, assignment or alteration of the Agreement.
- 7 E. The COUNTY may terminate this Agreement immediately if, in the opinion of the
8 Director of Mental Health, CONTRACTOR fails to provide for the health and
9 safety of participant(s) served under this Agreement. In the event of such
10 termination, the COUNTY may proceed with the work in any manner deemed
11 proper to the COUNTY.
- 12 F. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY
13 may take one or more of the following actions as appropriate:
- 14 1. Temporarily withhold payments pending correction of the deficiency.
 - 15 2. Disallow (deny funds) for all or part of the cost or activity not in compliance.
 - 16 3. Wholly or partially suspend or terminate the Agreement and if necessary,
17 request repayment to COUNTY if any disallowance is rendered after audit
18 findings.
- 19 G. After receipt of the Notice of Termination, pursuant to Paragraphs A, B, C, D, E
20 or F above, or the CONTRACTOR is notified that the Agreement will not be
21 extended beyond the performance period date, it is agreed that:
- 22 1. CONTRACTOR shall:
 - 23 a. Continue to provide the same level of service as previously required under
24 the terms of this Agreement until the date of termination
 - 25 b. Stop all services under this Agreement on the date, and to the extent
26 specified, in the Notice of Termination;
 - 27 c. If participants are to be transferred to another program for services,
28 furnish to COUNTY, upon request, all participant information and
29 documents deemed necessary by COUNTY to affect an orderly transfer;
 - 30 d. If appropriate, assist COUNTY in effecting the transfer of participants in a
31 manner consistent with the best interest of the participants' welfare;

- 1 e. Cancel outstanding commitments covering the procurement of materials,
2 supplies, equipment and miscellaneous items. In addition,
3 CONTRACTOR shall exercise all reasonable diligence to accomplish the
4 cancellation of outstanding commitments required by this Agreement.
5 With respect to these canceled commitments, the CONTRACTOR agrees
6 to provide a written plan to Director (or his designee) within thirty (30) days
7 for settlement of all outstanding liabilities and all claims arising out of such
8 cancellation of commitments. Such plan shall be subject to the approval
9 or ratification of the COUNTY, which approval or ratification shall be final
10 for all purposes of this clause;
- 11 f. Transfer to COUNTY and deliver in the manner, at the times, and to the
12 extent, if any, as directed by COUNTY, any equipment, records or other
13 documents which, if the Agreement had been completed, would have
14 been required to be furnished to COUNTY; and
- 15 g. Take such action as may be necessary, or as COUNTY may direct, for the
16 protection and preservation of the equipment, records or other documents,
17 related to this Agreement which is in the possession of CONTRACTOR
18 and in which COUNTY has or may acquire an interest;
- 19 H. COUNTY shall continue to pay CONTRACTOR at the same rate as previously
20 allowed until the date of termination, as determined by the Notice of Termination.
- 21 I. In instances where the CONTRACTOR agreement is terminated and/or allowed
22 to expire by the COUNTY and not renewed for a subsequent fiscal year,
23 COUNTY reserves the right to enter into settlement talks with the
24 CONTRACTOR in order to resolve any remaining and/or outstanding contractual
25 issues, including but not limited to, financials, services, billing, cost report, etc. In
26 such instances of settlement and/or litigation, CONTRACTOR will be solely
27 responsible for associated costs for their organizations legal process pertaining
28 to these matters including, but not limited to, legal fees, documentation copies,
29 and legal representatives. CONTRACTOR further understands that if settlement
30 agreements are entered into in association with this agreement, the COUNTY
31 reserves the right to collect interest on any outstanding amount that is owed by

1 the CONTRACTOR back to the COUNTY at a rate of no less than 5% of the
2 balance.

3 J. The rights and remedies of COUNTY provided in this section shall not be
4 exclusive and are in addition to any other rights and remedies provided by law or
5 under this Agreement.

6 K. CONTRACTOR shall submit a properly prepared cost report as required by the
7 Cost Report Section found in Exhibit C of this Agreement.

8 XXVII

9 DISPUTE:

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

22 XXVIII

23 SEVERABILITY:

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

1 XXIX

2 VENUE:

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

8 XXX

9 NOTICES:

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

13
14 COUNTY:

15 County of Riverside
16 Board of Supervisors
17 4080 Lemon Street, 5th floor
18 Riverside, CA 92501

INFORMATIONAL COPY:

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

19
20 CONTRACTOR:

21 MFI Recovery Center, Inc.
22 Craig Lambdin, Executive Director
23 5870 Arlington Ave., Ste 103
24 Riverside, CA 92501

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**EXHIBIT A
SCOPE OF WORK**

CONTRACTOR NAME: MFI Recovery Center, Inc.
PROGRAM NAME: Strengthening Families Program
DEPARTMENT I.D.: 4100221141-74720

1.1 PROGRAM DESCRIPTION

1.1.1 Strengthening Families Program for Parents and Children Ages 6-11 (SFP 6-11) is an evidence-based practice that uses a parent, youth, and multi-family group format to prevent teen problem behaviors and substance abuse, strengthen parenting skills, and build family strengths. SFP 6-11 has been proven to be effective in lowering levels of aggression, increasing resistance to peer pressure in youth, and increasing the ability of parents to set appropriate limits and show affection to their children. SFP 6-11 is a 14-session program, with two-hour sessions usually held weekly in the evenings. During the first hour, parents and children meet in separate groups to build skills and practice new behaviors. During the second hour, parents and children meet together as families, practicing family communication and problem-solving, engaging in activities designed to strengthen family bonding and positive values, and sharing a family meal. Sessions are highly interactive and include narrated videos, role-playing, discussions, learning games, and family projects. Incentives are provided to promote positive participation in the program and range from weekly (e.g., stickers for children's attendance) to periodic (e.g., raffled board games or sports equipment for a family). A trained team consisting of Parent and Children's Group Facilitators leads the Parent and Children's Groups respectively. All four Group Facilitators work with families during the family portion of the sessions. The team is also required to represent the culture of the families participating in the program. Two booster sessions (each two hours in length) are designed to reinforce skills learned in the 14 sessions.

1 1.1.2 CONTRACTOR will be trained in the SFP 6-11 program as coordinated by
2 RCDMH and thereafter will demonstrate model adherence in the implementation
3 of the practice.

4 1.1.3 CONTRACTOR will provide two (2) concurrent groups per week per region and
5 will implement this program in weekly multi-family group format with a minimum
6 of eight (8) and a maximum of twelve (12) families per group for fourteen (14)
7 sessions. Per region, there will be two (2) cycles per year with two (2) booster
8 sessions for each cycle. The approximate number of unduplicated families to be
9 served is 40 in each of the following regions: Mid County and Western.

10 **1.2 Staffing, Responsibilities, Qualifications**

11 CONTRACTOR shall ensure the staffing requirements, which include, but are not
12 limited to the following, are met:

13 1.2.1 Ensure the provision of culturally competent services.

14 1.2.2 SFP 6-11 team members must attend and satisfactorily complete the initial
15 training(s) for SFP 6-11, which will be coordinated and funded by RCDMH.
16 RCDMH will fund all related training costs. RCDMH will provide a CD with SFP
17 program materials and outcome measure(s).

18 1.2.3 Provide administrative, supervisory, and clerical support for the program.

19 1.2.4 Comply with fidelity measures required by the SFP 6-11 program model.

20 1.2.5 Provide outcome measurement tools to all program participants.

21 1.2.6 Ensure that all staff working with individuals receiving service be fingerprinted
22 (Live Scan), and pass DOJ and FBI background checks.

23 1.2.7 Ensure that personnel are competent and qualified to provide the services
24 necessary.

25 1.2.8 There will be one SFP 6-11 team per region. Each team will include 1 Site
26 Coordinator, 2 Parent Group Facilitators, and 2 Children's Group Facilitators
27 (ideally each Group would have one male and one female Facilitator). Each
28 member of the team (Site Coordinator and Facilitators) is required to have a
29 minimum of a high school diploma or equivalent and have a minimum of one
30 year experience with providing parenting or educational classes (this may

1 include being a parent, parent educator, school counselor, teacher, social
2 worker, or mental health clinician). The job description for each position is as
3 follows:

4 a. SFP 6-11 Site Coordinator (1 FTE):

- 5 i. Oversees provision of SFP 6-11 services
- 6 ii. Coordinates recruitment and retention of SFP 6-11 families.
- 7 iii. Communicates and relates well with parents, children, and community
8 agency representatives.
- 9 iv. Has experience working with parents and children.
- 10 v. Develop and implement safety procedure for childcare
- 11 vi. Has a working telephone.

12 b. SFP 6-11 Children's Group Facilitators (2 - .5 FTE):

- 13 i. Facilitate weekly Children's and Family portions of SFP 6-11 sessions.
- 14 ii. Have strong presentation and facilitation skills.
- 15 iii. Have experience working with parents and children.
- 16 iv. Work well in a collaborative team environment.
- 17 v. Assist with participant recruitment and retention process.

18 c. SFP 6-11 Parent Group Facilitators (2 - .5 FTE) :

- 19 i. Facilitate weekly Parent and Family portions of SFP 6-11 sessions.
- 20 ii. Have strong presentation and facilitation skills.
- 21 iii. Have experience working with parents and children.
- 22 iv. Work well in a collaborative team environment.
- 23 v. Assist with participant recruitment and retention process

24 d. SFP 6-11 Childcare Worker (up to .25 FTE):

- 25 i. Have experience working with parents and children.
- 26 ii. Work well in a collaborative team environment.
- 27 iii. Maintain a safe play environment.
- 28 iv. Provide and supervise children's play activities.
- 29 v. Follow safety procedures for childcare.

1 **1.3 GENERAL PROGRAM REQUIREMENTS**

2 CONTRACTOR will be expected to work cooperatively with RCDMH and community-
3 based organizations to comprehensively address the needs of the population outlined in
4 Section 1.5.

5 **1.3.1 Service Site(s)**

- 6 a. Services will be offered in locations that are non-stigmatizing, which may
7 include, but are not limited to, community-based organizations, faith-based
8 organizations, libraries, schools, and/or community centers that are located
9 within the targeted communities.
- 10 b. The service site(s) must provide confidential space for multi-family group
11 meetings for 8-12 families that can accommodate structured family activities
12 and family meals.
- 13 c. The service site(s) must have separate confidential group rooms for parents
14 and youth to meet separately during the first hour of each session.
- 15 d. On-site childcare must be offered during the time services are offered.
- 16 e. The facility must be in compliance with any applicable state and local laws
17 and requirements, including ADA.
- 18 f. Easily accessible public transportation routes or provide transportation.

19 **1.3.2 Program**

- 20 a. The evidence-based practice Strengthening Families Program for Parents
21 and Children Ages 6-11 is the program to be utilized to meet the goals.
- 22 b. The evidence-based practice SFP 6-11 will be provided by a team
23 comprised of: One (1) Site Coordinator, Two (2) Parent Group Facilitators,
24 and Two (2) Children's Group Facilitators. Each Group should ideally have
25 one male and one female Facilitator.
- 26 c. Childcare must be provided for children 0-5 years of age.
- 27 d. There will be no charge to the program participants.

28 **1.4 PROGRAM GOALS**

29 There are several primary program goals for this project. All of the goals are focused on
30 reducing the risk of developing mental health problems for children ages 6-11. These

1 goals include strengthening parenting skills, building family strengths, enhancing youth's
2 school success, and reducing risk factors for behavioral, emotional, and social problems
3 in high-risk children.

4 **1.5 TARGET POPULATION CRITERIA**

5 CONTRACTOR shall serve Mid County and Western area families with children ages 6-
6 11, with priority to the following cultural populations:

7 1.5.1 Hispanic;

8 1.5.2 African American;

9 1.5.3 Native American;

10 1.5.4 Asian/Pacific Islander;

11 1.5.5 Deaf/Hard of Hearing; and/or

12 1.5.6 Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ).

13 **1.6 GEOGRAPHICAL LOCATION OF SERVICES**

14 CONTRACTOR will provide services in the following regions:

15 1.6.1 Western Region of Riverside County, targeting Rubidoux, East Side Riverside,
16 Arlanza, Casablanca, and Moreno Valley.

17 1.6.2 Mid-County Region of Riverside County, targeting Lake Elsinore, San Jacinto,
18 and Perris.

19 **1.7 SERVICE DELIVERY REQUIREMENTS**

20 CONTRACTOR shall ensure that the following service delivery requirements, which
21 include, but are not limited to the following are met:

22 1.7.1 Provide the services to the target population as defined in Section 1.5.

23 1.7.2 Services to be provided utilizing Strengthening Families Program for Parents
24 and Children Ages 6-11 as described in Section 1.1 of this document.

25 1.7.3 Services to be provided in a multi-family group meeting format as prescribed by
26 the EBP.

27 1.7.4 CONTRACTOR will recruit SFP 6-11 team members who are reflective of the
28 target populations to which they are providing the program.

29 1.7.5 Collaborative efforts and partnerships are encouraged to meet service delivery
30 requirements.

1 1.7.6 CONTRACTOR will participate in monthly meetings coordinated and facilitated
2 by RCDMH related to implementation of SFP 6-11. These meetings are
3 designed to assist in model adherence and to assist in addressing any potential
4 barriers to implementation of the EBP.

5 1.7.7 There will be no charge to the program participants.

6 1.7.8 Comply with Performance Outcome requirements as stated in Section 1.8.

7 **1.8 PERFORMANCE OUTCOMES**

8 1.8.1 RCDMH will coordinate with evidence-based practice model guidelines and
9 fidelity measures to determine the required outcome measures to be utilized
10 and monitored for this project. Outcomes measures will include, but may not be
11 limited to the Parent Retro Pre-Post Test Questionnaire.

12 1.8.2 Outcome reporting as assigned by the Mental Health Services Oversight and
13 Accountability Commission will be an additional requirement of
14 CONTRACTOR.

15 **1.9 DOCUMENTATION OF SERVICES**

16 CONTRACTOR shall maintain appropriate records documenting all of the services
17 provided through the contract. All confidential information shall be stored in a locked
18 space. The documentation of staffing, payroll, other program costs, and program
19 activities shall clearly indicate program staff time. These records shall conform to the
20 requirements of the Mental Health Oversight and Accountability Commission and the
21 Riverside County Department of Mental Health. These records shall include, but are not
22 limited to:

23 1.9.1 A log of referrals.

24 1.9.2 Documentation of outreach efforts on a monthly basis.

25 1.9.3 Documentation of participants, dates, and locations. Copies of material that is
26 presented/discussed. This may include screening documentation, sign-in
27 sheets for each session, as well as contact notes.

28 1.9.4 Copies of completed outcome measures, including SFP Parent Retro Pre-Post
29 Test Questionnaire.

1 1.9.5 Monthly contract report, as outlined by RCDMH, shall be submitted to RCDMH.
2 This monthly report shall summarize contractor activities.

3 1.9.6 All records maintained by the CONTRACTOR on behalf of RCDMH are the
4 property of RCDMH.

5 1.9.7 Other requirements may be determined as the Prevention and Early
6 Intervention plan is implemented.

7 1.9.8 Data entry into the County Management Information System (MIS).

8 1.9.9 Records shall be maintained for seven (7) years.

9 **1.10 REGULATORY COMPLIANCE**

10 CONTRACTOR shall:

11 1.10.1 Comply with any and all Federal, State or local laws and licensing regulations
12 including but not limited to Federal HIPAA regulations and State of California
13 Welfare and Institutions Code Section 5328 regarding confidentiality.

14 1.10.2 Participate in the RCDMH annual contract monitoring as well as more frequent
15 program reviews. Any associated RCDMH Manager, Supervisor, or their
16 Designee, with proper identification, shall be allowed to enter and inspect the
17 facility.

18 1.10.3 Submit monthly documentation to RCDMH as outlined by RCDMH.

19 1.10.4 Maintain at all times appropriate licenses and permits to operate the programs
20 pursuant to State laws and local ordinances.

21 **1.11 DISASTER PREPAREDNESS**

22 CONTRACTOR shall maintain contingency plans to continue the delivery of services in
23 the event of a man-made or natural disaster.

24 **1.12 COUNTY SUPPORT AND TECHNICAL ASSISTANCE**

25 RCDMH shall provide technical assistance on an as-needed basis for CONTRACTOR.
26 Such technical assistance typically includes, but is not limited to, orientation to the
27 County's MIS, and data entry guidelines; reviewing and interpreting County policies and
28 procedures; providing on-going agency liaison with RCDMH and the Department's other
29 contractors to ensure optimal collaborations, etc.
30

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)

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

2 Centers for Medicare and Medicaid Services Manual

3 Child Abuse Reporting/Child Support

4 California Penal Code Sections 11164 – 11174.4 et seq.

5 Family Code, Section 5200 (Child Support)

6 Children System of Care

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

8 Community Care Facilities

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

11 Community Residential Treatment Program

12 California Welfare & Institutions Code Sections 5150 to 5152, 5600.2 to 5600.9 and
13 5672 to 5699 (Community Treatment)

14 California Welfare & Institutions Code Section 5670 et seq.

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

16 Confidentiality

17 California Welfare & Institutions Code Section 5328

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

19 45 CFR Parts 160 and 164 (Standards for Privacy of Individually Identifiable Health
20 Information)

21 Elderly and Dependent Adult Abuse Reporting

22 California Welfare & Institutions Code Sections 15600 et seq.

23

1 Health Care Facilities

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

5 McKinney-Vento Homeless Assistance Act, Public Law 101-645 (Homeless
6 Services)

7 California Welfare & Institutions Code Section 5680 et seq.

8 Life Support

9 California Welfare & Institutions Code Section 4075 to 4078

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

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

12 Medication Protocol

13 Riverside County Mental Health "Psychotropic Medication Protocols for Children
14 and Adolescents" Publication

15 Riverside County Mental Health "Medication Guidelines" Publication

16 Minors in Health Care Facilities

17 California Welfare & Institutions Code Section 5751.7

18 Negotiated Net Amount and Negotiated Net Agreements

19 California Welfare and Institutions Code Sections 5705 to 5716

20 Non Discrimination

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

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

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

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

27 Patients Rights

28 California Welfare & Institutions Code Sections 5325 et seq.

29 California Code of Regulations, Title 22, Section 70707

1 Policies

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

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

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

6 County and Departmental policies, as applicable to this Agreement

7 Quality Assurance

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

9 Short-Doyle/Medi-Cal

10 California Code of Regulations, Title 22, Division 3

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

13 Social Rehabilitation Programs

14 California Code of Regulations, Title 9, Division 1, Chapter 1, Subchapter 3, Article
15 3.5

16 Special Education Pupils (AB 3632)

17 California Welfare & Institutions Code Section 18350 et seq.

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

19 Voter Registration

20 National Voter Registration Act of 1993

21
22 ///

23 ///

24 ///

**EXHIBIT C
REIMBURSEMENT & PAYMENT**

CONTRACTOR NAME: MFI Recovery Center, Inc.
PROGRAM NAME: Strengthening Families Program
DEPARTMENT ID: 4100221141-74720

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 (1/12th), 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.

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.

1 _____ The final year-end settlement for Net Negotiated Amount
2 contract(s) (only) shall be based upon the Net Negotiated
3 Amount, as approved by COUNTY, and not to exceed
4 percentage(s) or amount(s) as specified in the original contract
5 proposal received and approved by the COUNTY.

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

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

13 **B. MAXIMUM OBLIGATION:**

14 COUNTY'S maximum obligation for FY 2013/2014 shall be \$268,320 subject to
15 availability of Federal, State, local and/or COUNTY funds.

16 **C. BUDGET:**

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

22 **D. REVENUES:**

23 If, when and/or where applicable:

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

- 1 2. CONTRACTOR shall be responsible for checking and confirming Medi-
2 Cal eligibility for its patient(s)/client(s) prior to the patient(s)/client(s)
3 receiving services(s) and prior to services being billed in order to ensure
4 proper billing or Medi-Cal eligible services for all applicable
5 patient(s)/clients(s).
- 6 3. Patient/client eligibility for reimbursement from Medi-Cal, Private
7 Insurance, Medicare, or other third party benefits shall be determined by
8 the CONTRACTOR at all times for billing or service purposes.
9 CONTRACTOR shall pursue payment from all potential sources in
10 sequential order, with Short/Doyle Medi-Cal as payor of last resort.
- 11 4. CONTRACTOR is to attempt to collect first from Medicare (if site is
12 Medicare certified), then insurance and then first party. In addition,
13 CONTRACTOR is responsible for adhering to and complying with all
14 applicable Federal, State and local Medi-Cal and Medi-Care laws and
15 regulations as it relates to providing services to Medi-Cal and Medi-Care
16 beneficiaries.
- 17 5. If a client has both Medicare or insurance and Medi-Cal coverage, a
18 copy of the Medicare or insurance Explanation of Benefits (EOB) must
19 be provided to the COUNTY within thirty (30) days of receipt.
- 20 6. CONTRACTOR is obligated to collect from the client any Medicare co-
21 insurance and/or deductible if the site is Medicare certified.
22 CONTRACTOR is required to clear any Medi-Cal Share of Cost amount
23 (s) with the State. CONTRACTOR is obligated to attempt to collect the
24 cleared Share of Cost amount (s) from the client. CONTRACTOR must
25 notify the COUNTY in writing of cleared Medi-Cal Share of Cost (s)
26 within seventy two (72) hours (excluding holidays) of the
27 CONTRACTOR'S received notification from the State. Patients/clients
28 with share of cost Medi-Cal shall be charged their monthly Medi-Cal
29 share of cost in lieu of their annual liability. Medicare clients will be
30 responsible for any co-insurance and/or deductible for services rendered
31 at Medicare certified sites.

- 1 7. All other clients will be subject to an annual sliding fee schedule by
2 CONTRACTOR for services rendered, based on the patient's/client's
3 ability to pay, not to exceed the CONTRACTOR'S actual charges for the
4 services provided. In accordance with the State Department of Health
5 Care Services Revenue Manual, CONTRACTOR shall not be penalized
6 for non-collection of revenues provided that reasonable and diligent
7 attempts are made by the CONTRACTOR to collect these revenues.
8 Past due patient/client accounts may not be referred to private collection
9 agencies. No patient/client shall be denied services due to inability to
10 pay.
- 11 8. CONTRACTOR shall submit to COUNTY, with signed contract, a copy
12 of CONTRACTOR'S published charges.
- 13 9. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays)
14 above and beyond the Contracted Schedule I rate, the CONTRACTOR
15 must notify the COUNTY within ten (10) days of signing the
16 AGREEMENT.
- 17 10. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client
18 fees. Notification must be made within ten (10) days following any fee
19 increase.

20 E. REALLOCATION OF FUNDS:

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

1 and service functions that are defined as billable by the COUNTY, State
2 or Federal governments.

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

8 **F. RECOGNITION OF FINANCIAL SUPPORT:**

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

12 **G. PAYMENT:**

- 13 1. Monthly reimbursements may be withheld at the discretion of the
14 Director or its designee due to material contract non-compliance,
15 including audit disallowances invoice or contract overpayment and/or
16 adjustments or disallowances resulting from the COUNTY Contract
17 Monitoring Review (CMT), Program Monitoring and/or the Cost Report
18 Reconciliation/Settlement process.
- 19 2. In addition, if the COUNTY determines that there is any portion (or all) of
20 the CONTRACTOR invoice(s) that cannot be substantiated, verified or
21 proven to be valid in any way for any fiscal year, then the COUNTY
22 reserves the right to disallow and/or withhold current and/or future
23 payments from CONTRACTOR until valid, substantial proof of any
24 and/or all items billed for is received, verified and approved by the
25 COUNTY.
- 26 3. In addition to the CMT, Program Monitoring, and Cost Report
27 Reconciliation/Settlement processes, the COUNTY reserves the right to
28 perform periodic service deletes and denial monitoring for this
29 agreement throughout the fiscal year in order to minimize and/or
30 potentially prevent COUNTY and CONTRACTOR loss. The COUNTY,
31 at its discretion, may withhold and/or offset invoices and/or monthly

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

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

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

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

10 H. COST REPORT:

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

17 _____ Thirty (30) calendar days following the end of each fiscal year
18 (June 30th), the expiration or termination of the contract,
19 whichever occurs first.

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

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

- 26 2. The Cost Report shall detail the actual cost of services provided. The
27 Cost Report shall be provided in the format and on forms provided by the
28 COUNTY.
- 29 3. CONTRACTOR shall follow all applicable Federal, State and local
30 regulations and guidelines to formulate proper cost reports, including but
31 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.

27
28 /Rev. 05/30/2012 STL/ALM/RBE/LS FY 12/13
29
30
31



Mental Health Services Act Indirect Program Integrity Form

Contractor Name: MFI Recovery Center

Billing Month & Year: _____

Program RU & Name: 33CCPC-- SFP 6-11 -- Western Region

Dept Id.: 4100221141-74720

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 OR to 951-955-7361



Mental Health Services Act Indirect Program Integrity Form

Contractor Name: MFI Recovery Center

Billing Month & Year: _____

Program RU & Name: 33MIPC – SFP 6-11 – Mid County Region

Dept Id.: 4100221141-74720

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 OR to 951-955-7361

**SCHEDULE I
MENTAL HEALTH**

CONTRACT PROVIDER NAME: MFI Recovery Center, Inc. - Strengthen Families FY 13/14
 ACTUAL COST (X) NEGOTIATED NET AMOUNT ()
 DEPT ID/PROGRAM: 4100221141-74720-536240 RU #: SEE BELOW MHSA PEI

WESTERN

RU# 39CCPC

MID-COUNTY

RU# 33MIPC

TYPE OF MODALITY	PROGRAM	PEI OUTREACH	ENGAGEMENT	STAFF TRAINING	REGION TOTAL	PROGRAM	PEI OUTREACH	ENGAGEMENT	STAFF TRAINING	REGION TOTAL	TOTAL	
											PROGRAM	PEI OUTREACH
MODE OF SERVICE:	45	45	45	45		45	\$ 45.00	45	45			
SERVICE FUNCTION:	20	10	20	10		20	\$ 10.00	20	10			
PROCEDURE CODES:	601	602	603	760		601	\$ 602.00	603	760			
UNIT MEASUREMENT:	1/10	1/10	1/10	1/10		1/10	1/10	1/10	1/10			
NUMBER OF UNITS:	10	10	10	10		10	10	10	10			
COST PER UNIT:	\$ 6,048.83	\$ 3,014.58	\$ 3,352.50	\$ 1,026.08		\$ 5,902.17	\$ 3,056.25	\$ 3,394.25	\$ 1,037.33			
GROSS COST:	\$60,488.33	\$30,145.83	\$33,525.00	\$10,260.83	\$134,420	\$59,021.67	\$30,562.50	\$33,942.50	\$10,373.33	\$133,900		\$268,320
1/10 Billing per Month	\$ 6,048.83	\$3,014.58	\$ 3,352.50	\$1,026.08	\$13,442.00	\$ 5,902.17	\$ 3,056.25	\$ 3,394.25	\$ 1,037.33	\$13,390.00		\$26,832
LESS REVENUES COLLECTED												
BY CONTRACTORS:												
A. PATIENT FEES												0
B. PATIENT INSURANCE												0
C. OTHER												0
TOTAL CONTRACTOR REVENUES												0
MAXIMUM OBLIGATION	\$60,488	\$30,146	\$33,525	\$10,261	\$134,420	\$59,022	\$30,562.50	\$33,943	\$10,373	\$133,900		\$268,320
S OF F - MAX OBLIGATION:												
A. MHSA - PEI	\$60,488	\$30,146	\$33,525	\$10,261	\$134,420	\$59,022	\$ 30,562.50	\$33,943	\$10,373	\$133,900		\$268,320
F. OTHER:												
TOTAL (SOURCES OF FUNDING)	\$60,488	\$30,146	\$33,525	\$10,261	\$134,420	\$59,022	\$30,562.50	\$33,943	\$10,373	\$133,900		\$268,320

FUNDING SOURCES DOCUMENT: 2013-14 CLIB Net Funding

ADMIN SVCS ANALYST SIGNATURE: _____

FISCAL SERVICE SIGNATURE: _____