

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

341



FROM: Department of Mental Health

SUBMITTAL DATE:
October 24, 2013

SUBJECT: Approval of the Managed Care Contract Aggregate to Provide Mental Health Services.(Districts: All) [\$7,250,000 ongoing]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the Managed Care Agreement with Jackson & Coker for \$756,000;
2. Authorize the Chairman of the Board of Supervisors to execute the Agreement with Jackson & Coker;
3. Exempt the County 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 while staying within the Board approved aggregate amount of \$7,250,000; and
4. Authorize the Purchasing Agent in accordance with Ordinance 459 to increase or decrease the agreements listed in Attachment A while staying within the approved aggregate amount of \$7,250,000 and to sign renewals based upon the availability of funding and sign amendments that do not change the substantive terms of the agreements through June 30, 2018.

(Continued on Page 2)

Jerry Wengerd
Director

FORM APPROVED COUNTY COUNSEL
BY:
DATE: 10-28-13
ELENAM BOEVA

Purchasing:
Mark Seller, Assistant Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 7,250,000	\$ 7,250,000	\$ 36,250,000	\$ 7,250,000	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: Federal 30%, State 70%,				Budget Adjustment: No	
				For Fiscal Year: 13/14	

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY:
Elizabeth J. Olson

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:
Deputy

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

Prev. Agn. Ref.: 6/9/09, Item 3.35, 2/26/13, Item 3.44 | **District:** ALL | **Agenda Number:**

3-28

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of the Managed Care Contract Aggregate to Provide Mental Health Services.**

DATE: October 24, 2013

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

On February 13, 2013, (3.44), the Board of Supervisors approved and authorized the Purchasing Agent to contract on behalf of the Department of Mental Health with Managed Care providers for an aggregate amount of \$7,250,000.

Recently, the Department of Mental Health (DMH) performed an evaluation of the utilization of services which showed that services will grow significantly due to the increased demand for Medi-Cal services provided to the community. Jackson & Coker will provide medication services as required by the State Mental Health Plan contract. The latest evaluation shows that there is a need to enter into the agreement with provider Jackson & Coker above the \$100,000 threshold in order to make financial provisions for FY 13/14 based on the substantial growth this service provider will experience in the current fiscal year. Therefore this contractor is added to Attachment A.

Impact on Citizens and Businesses

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

The agreement amount is based on a projected utilization multiplied by the negotiated rate in this agreement. There are sufficient funds in the DMH's FY 13/14 budget and the prior approved aggregate amount of \$7,250,000 to fund the agreement with Jackson & Coker. No additional County funds are required.

Contract History and Price Reasonableness

The DMH current service rates for Managed Care individual and agency providers are negotiated based on industry standards. DMH staff psychiatrists are compensated at a rate of \$168 per hour at the highest step, salary and benefits. However, this hourly rate does not include any County department costs, malpractice insurance or other costs which may be incurred by a private provider.

ATTACHMENT A

FY 2013/2014

RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH

MANAGED CARE INDIVIDUAL AN AGENCY CONTRACTS OVER \$100,000

Managed Care – AGENCY CONTRACTS OVER \$100,000

Angel of Faith Non-Profit Organization	\$110,000
Athena Counseling Center-Moreno Valley	\$105,000
Aurora Family Counseling Center	\$115,000
Barbara Sinatra Children's Center	\$150,000
CHARLEE Family Care, Inc.	\$625,000
Community Access Network	\$217,500
Dogon Psychiatric Services, Inc.	\$406,000
Family Services of the Desert, Inc.	\$118,000
MFI Recovery Center	\$366,000
Novell & Novell Counseling Services	\$284,000
Jackson & Coker	\$756,000

Managed Care – INDIVIDUAL CONTRACTS OVER \$100,000

DESJARDINS, TOBIAS (LCSW)	\$110,000
MADIGAN, LEE (PH.D)	\$105,000
MIKELS, DEREN (LCSW)	\$110,000



**RIVERSIDE COUNTY
DEPARTMENT OF MENTAL HEALTH**

FY 2013/2014

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 Jackson & Coker, hereinafter referred to as CONTRACTOR.

PREAMBLE

WHEREAS, the COUNTY desires to extend to the residents of Riverside County certain mental health services contemplated and authorized by the California Welfare and Institutions Code (WIC) Section 5600 et seq., 5608 et seq., and Government Code Section 26227 et seq., California Code of Regulations, Title 9 Division 1, and Title 22, which the CONTRACTOR is equipped, staffed and prepared to provide; and

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

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

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto mutually agree, as provided on pages 1 through 54 and Exhibits A, B, C, and Schedule I attached hereto and incorporated herein.

CONTRACTOR

Signature: *Randy Weikle*

Print Name: Randy Weikle
Vice President, Government Healthcare

Title: _____

Date: 10/25/13

COUNTY

Signature: *John J. Benoit*

Print Name: JOHN J. BENOIT

Title: CHAIRMAN, BOARD OF SUPERVISORS

Date: NOV 05 2013

COUNTY COUNSEL:

Pamela J. Walls
Approved as to form

ATTEST:

KECIA HARPER-IHEM, Clerk

By *[Signature]*
DEPUTY

By *[Signature]*
Deputy County Counsel

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EXHIBIT A
EXHIBIT B
EXHIBIT C
Schedule I

I

1
2 DESCRIPTION OF SERVICES:

3 CONTRACTOR agrees to provide services in the form as outlined and described in
4 Exhibit A, Exhibit B, Exhibit C, Schedule I and any other exhibits, attachments or
5 addendums attached hereto and by this reference incorporated herein to this contract.
6

7 II

8 PERIOD OF PERFORMANCE:

9 This contract shall be effective as of July 1, 2013, and continue in effect through
10 June 30, 2014. The contract may thereafter be renewed annually, up to an additional five
11 (5) years, subject to the availability of funds.
12

13 III

14 REIMBURSEMENT AND PAYMENT:

15 A. Reimbursement

16 In consideration of services provided by CONTRACTOR, COUNTY shall
17 reimburse CONTRACTOR in the amount and manner outlined and described in
18 Exhibit C and Schedule I, attached hereto and by this reference incorporated herein
19 to this contract. CONTRACTOR agrees to submit their National Provider
20 Identification (NPI) and other support or required documentation to the COUNTY
21 prior to reimbursement be processed by the COUNTY.
22

23
24 B. Restrictions On Salaries

25 CONTRACTOR agrees that no part of any federal funds provided under this
26 contract shall be used by the CONTRACTOR, or its Subcontractors to pay the salary
27 of an individual at a rate in excess of Level 1 of the Executive Schedule. Salary
28

1 schedules may be found at <http://www.opm.gov/oca>. CONTRACTOR shall be
2 responsible for making sure that their organization is in full compliance with all
3 applicable Federal, State, County or local salary restrictions in conjunction with
4 performing the services herein.

5
6 C. Union Organizing

- 7 1. CONTRACTOR will not assist, promote, or deter union organizing by
8 employees performing work on a state service contract, including a public
9 works contract.
- 10 2. CONTRACTOR will not, for any business conducted under this contract, use
11 any state property to hold meetings with employees or supervisors, if the
12 purpose of such meetings is to assist, promote or deter union organizing unless
13 the state property is equally available to the general public for holding
14 meetings.
- 15 3. If the CONTRACTOR incurs costs, or makes expenditures to assist, promote,
16 or deter union organizing, Contractor will maintain records sufficient to show
17 that no reimbursement from state funds has been sought for these costs, and the
18 CONTRACTOR shall provide those records to the County and then to the
19 Attorney General upon request.

20
21
22 D. Lobbying And Restrictions And Disclosures Certification

23 Applicable to federally funded contracts in excess of \$100,000 per Section 1352

24 Title 31, USC, Section 1352 and 45 CFR Part 93:

- 25
26 1. Certification and Disclosure Requirements
27
28

- 1 a) CONTRACTOR (or recipient) who requests or receives a contract, sub-
2 contract, grant or sub-grant, which is subject to Title 31, USC, Section
3 1352, and which exceeds \$100,000 at any tier, shall file a certification
4 (in the form set forth in by the COUNTY), consisting of one page,
5 entitled "Certification Regarding Lobbying" that the recipient has not
6 made, and will not make, any payment prohibited by sub-section B of
7 this provision.
8
- 9 b) CONTRACTOR shall file a disclosure (in the form set forth by the
10 COUNTY, entitled "Standard Form-LLL-Disclosure of Lobbying
11 Activities") if any funds other than federally appropriated funds have
12 been paid or will be paid to any person for influencing or attempting to
13 influence any officer or employee of any agency, a Member of
14 Congress, an officer or employee of Congress, or any employee of a
15 Member of Congress in connection with this federal grant.
16
- 17 c) CONTRACTOR shall require that the language of this certification be
18 included in the award documents for all sub-awards at all tiers
19 (including subcontracts, sub-grants, and contracts under grants, loans
20 and cooperative agreements) and that all sub-recipients shall certify and
21 disclose accordingly.
22
- 23 d) CONTRACTOR shall file a disclosure form at the end of each calendar
24 quarter in which there occurs any event that requires disclosure or that
25 materially affect the accuracy of the information contained in any
26 disclosure form previously filed by such person under Paragraph 1 (A)
27
28

1 herein. An event that materially affects the accuracy of the information
2 reported includes:

- 3 1) A cumulative increase \$25,000, or more in the amount paid or
4 expected to be paid for influencing or attempting to influence a
5 covered federal action;
6
7 2) A change in the person (s) or individual (s) influencing or
8 attempting to influence a covered federal action;
9
10 3) A change in the officer(s), employee (s), or member (s) contacted
11 for the purpose of influencing or attempting to influence a covered
12 federal action;
13
14 4) CONTRACTOR who requests or receives from a person referred to
15 in Paragraph 1 (a) of this provision a contract, subcontract, grant or
16 sub-grant exceeding \$100,000 at any tier under a contract or grant
17 shall file a certification, and a disclosure form, if required, to the
18 next tier above;
19
20 5) All disclosure forms (but no certifications) shall be forwarded from
21 tier to tier until received by the entity referred to in Paragraph 1 (a)
22 of this provision. The CONTRACTOR shall forward all disclosure
23 forms to the COUNTY in order for the COUNTY to forward to
24 revenue program contract manager.

25 E. Prohibition

26 Section 1352 of Title 31, U.S.C., provides in part that no Federal appropriated
27 funds may be expended to pay any person influencing or attempting to influence an
28

1 officer or employee of any agency, A Member of Congress, an officer or employee of
2 Congress, or an employee of a Member of Congress in connection with any of the
3 following covered federal actions: the awarding of any federal contract, the making
4 of any federal grant, the making of any federal loan, entering into any cooperative
5 agreement, and the extension, continuation, renewal, amendment, or modification of
6 any federal contract, grant, loan or cooperative agreement.
7

8 F. All HIPAA covered healthcare providers must obtain an NPI. Provider site NPIs must
9 be submitted to the Riverside County Department of Mental Health (RCDMH)
10 Information Services Unit prior to rendering services to clients. Contractors providing
11 Medi-Cal billable services must also submit rendering (individual) provider NPIs to
12 RCDMH Information Services Unit for each staff member providing Medi-Cal
13 billable services. Contractor reimbursement will not be processed unless NPIs are on
14 file with RCDMH in advance of providing services to clients. It is the responsibility
15 of each contract provider site and individual staff member that bills Medi-Cal to obtain
16 an NPI from the National Plan and Provider Enumeration System (NPPES). Each
17 contract site, as well as every staff member that provides billable services, is
18 responsible for notifying the National Plan & Provider Enumeration System (NPPES)
19 within 30 days of any updates to personal information (worksite address, name
20 changes, taxonomy code changes, etc.).
21
22
23

24 IV

25 PROGRAM SUPERVISION, MONITORING AND REVIEW:

26 Pursuant to Welfare & Institutions Code (WIC), Section 5608, services hereunder shall
27 be provided by CONTRACTOR under the general supervision of the COUNTY Director of
28

1 Mental Health, hereinafter called DIRECTOR, or his authorized designee.

2 A. CONTRACTOR agrees to extend to DIRECTOR or his designee, the COUNTY
3 Contract Monitoring Team, COUNTY Case Management Staff, and other
4 authorized County, Federal and/or State representatives, the right to enter the
5 program facilities during operating hours to monitor client well-being; and the
6 right to review and monitor CONTRACTOR's facilities, programs, policies,
7 practices, books, records, or procedures during operating hours.
8

9 i. In exercising the right to review or monitor CONTRACTOR's
10 administrative, clinical, fiscal, and program components, staff and
11 facility(ies), the COUNTY shall enforce applicable contract provisions
12 and COUNTY policies with regards to threats and violent behavior or
13 harassment in the workplace concerning its employees.
14

15 ii. CONTRACTOR further agrees to authorize the COUNTY, under this
16 Agreement, to have access to all COUNTY consumers, to collaborate
17 with treating staff, and to review necessary documents to ensure that
18 the consumer has received all necessary assessments, all necessary
19 treatment planning with measurable goals, and documented progress
20 towards goals.
21

22 iii. CONTRACTOR agrees to allow COUNTY to collaborate with
23 CONTRACTOR personnel regarding COUNTY consumer aftercare
24 services and continuity of care with the COUNTY.
25

26 B. As it pertains to the COUNTY and Program Monitoring, if at any point during
27 the duration of this Agreement, the COUNTY determines CONTRACTOR is out
28

1 of compliance with any provision in this Agreement, the COUNTY may request
2 a plan of correction, after providing the CONTRACTOR with written
3 notification and the basis for the finding of noncompliance.

- 4 i. Within thirty (30) days of receiving notification, the CONTRACTOR shall
5 provide a written plan of corrective action addressing the non-compliance.
6
7 ii. If the COUNTY accepts the CONTRACTOR'S proposed plan of correction,
8 it shall suspend other punitive actions to give the CONTRACTOR the
9 opportunity to come into compliance.
10
11 iii. If the COUNTY determines CONTRACTOR has failed to implement
12 corrective action, funds may be withheld until compliance is achieved.
13
14 iv. CONTRACTOR shall cooperate with any such effort by COUNTY including
15 follow-up investigation and interview of witnesses. Failure to cooperate or
16 take corrective action as may be indicated by an investigation could result in
17 termination of this Agreement.

18 C. CONTRACTOR agrees that any duly authorized representative of the Federal,
19 the State, COUNTY or local government shall have the right to audit, inspect,
20 excerpt, copy or transcribe any pertinent records and documentation relating to
21 this Agreement or previous year's Agreements.

22 D. If this contract is terminated in accordance with Section XXVII,
23 TERMINATION PROVISIONS, COUNTY may conduct a final audit of the
24 CONTRACTOR. Final reimbursement to CONTRACTOR by COUNTY shall
25 not be made until audit results are known and all accounts are reconciled.
26 Revenue collected by CONTRACTOR during this period for services provided
27
28

1 under the terms of this Agreement will be regarded as revenue received and
2 deducted as such from the final reimbursement claim.

3 E. Any audit exception resulting from an audit conducted by any duly authorized
4 representative of the Federal Government, the State or County shall be the
5 responsibility of the CONTRACTOR. Any audit disallowance adjustments may
6 be paid in full upon demand or withheld at the discretion of the DIRECTOR
7 against amounts due under this Agreement or previous year's Agreement(s).
8

9 F. The COUNTY will conduct an Annual Administrative, Fiscal, and Clinical
10 Contract Monitoring. Upon completion of the monitoring, CONTRACTOR will
11 be mailed a report summarizing the results of the site visit. If discrepancies are
12 noted during the Contract Monitoring, a Corrective Plan of Action will be
13 submitted by CONTRACTOR within thirty (30) calendar days of receipt of the
14 report. CONTRACTOR failure to respond within thirty (30) calendar days may
15 result in withholding of payment until the Corrective Plan of Action is received.
16
17

18 G. Notwithstanding the forgoing, the COUNTY reserves the right, at any time and
19 without a thirty (30) day written notice, to disallow or withhold CONTRACTOR
20 funding if and when deemed necessary for material non-compliance as it pertains
21 to any provision of this Agreement.
22

23 V

24 STATUS OF CONTRACTOR:

25 A. CONTRACTOR acknowledges that this Agreement is by and between the
26 COUNTY and CONTRACTOR and is not intended, and shall not be construed,
27 to create the relationship of agent, servant, employee, partnership, joint venture,
28

1 or association, as between COUNTY and CONTRACTOR. CONTRACTOR is,
2 and shall at all times be deemed to be, an independent CONTRACTOR and shall
3 be wholly responsible for the manner in which it performs the services required
4 of it by the terms of this Agreement. CONTRACTOR assumes the exclusive
5 responsibility for the acts of its employees or agents as they relate to services to
6 be provided. CONTRACTOR shall bear the sole responsibility and liability for
7 furnishing workers' compensation benefits to any person for injuries arising from
8 or connected with services performed on behalf of COUNTY pursuant to this
9 Agreement.
10

- 11
- 12 B. CONTRACTOR certifies that it is aware of the Occupational Safety and Health
13 Administration (OSHA) of the U.S. Department of Labor, the derivative
14 Cal/OSHA standards and laws and regulations relating thereto, and shall comply
15 therewith as to all relative elements under this contract.
- 16
- 17 C. CONTRACTOR is responsible for payment and deduction of all employment-
18 related taxes on CONTRACTOR'S behalf and for CONTRACTOR'S employees,
19 including, but not limited, to all Federal, State and applicable local income taxes
20 and withholdings. COUNTY shall not be required to make any deductions from
21 compensation payable to CONTRACTOR for these purposes.
- 22
- 23 D. CONTRACTOR shall indemnify COUNTY against any and all claims that may be
24 made against COUNTY based upon any contention by a third party that an
25 employer-employee relationship exists by reason of this contract.
- 26
- 27 E. CONTRACTOR shall indemnify COUNTY for any and all federal or state
28 withholding or retirement payments which COUNTY may be required to make

pursuant to federal or state law.

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

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

VI

ADMINISTRATIVE CHANGE IN STATUS:

A. If, during the term of the Agreement, there is a change in CONTRACTOR'S status, a detailed description of the change must be submitted to COUNTY in writing at least sixty (60) days prior to the effective date of the change.

- i. A change in status is defined as, but is not limited to, a name change not amounting to a change of ownership, moving a facility's service location within the same region, closing a facility with services being offered in another already existing contracted facility, or change in services offered without an increase to the contract maximum. Other changes to the contract may result in a more formal contract amendment. Involuntary changes of status due to disasters should be reported to the COUNTY as soon as possible.

- 1 ii. CONTRACTOR is responsible for providing to the COUNTY, annually, at
2 the beginning of each fiscal year and upon execution of the
3 CONTRACTOR'S agreement, emergency and/or after hour contact
4 information for the CONTRACTOR'S organization. CONTRACTOR
5 emergency and/or after hour contact information shall include, but is not
6 limited to, first and last name of emergency and/or after hour contact,
7 telephone number, cellular phone number, and applicable address(s).
8 CONTRACTOR shall provide this information to the COUNTY at the same
9 time the CONTRACTOR provides the COUNTY with annual insurance
10 renewals and/or changes to insurance coverage.
- 11 iii. CONTRACTOR shall be responsible for updating this information,
12 immediately and in writing, when changes in CONTRACTOR'S emergency
13 and/or after hour contact information occurs during the fiscal year or prior to
14 the end of the fiscal year. Written CONTRACTOR updates of this
15 information shall be provided to the COUNTY in accordance with Section
16 XXXI-Notices of this agreement.
- 17 iv. If there are any CONTRACTOR administrative changes, such as signatory
18 authority, management, site addresses, business locations, remittance
19 addresses, tax identification numbers, business ownership, etc., a letter, on
20 CONTRACTOR'S letterhead and signed by the CONTRACTOR'S Chairman
21 of the Board or President or Chief Executive Officer, or its designee, and/or a
22 copy of CONTRACTOR'S Board minutes authorizing the change(s), the
23
24
25
26
27
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1 appropriate documentation must be submitted to COUNTY within two weeks
2 of the change.

3 VII

4 DELEGATION AND ASSIGNMENT:

- 5 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or
6 in part, without prior written consent of COUNTY; provided, however,
7 obligations undertaken by CONTRACTOR pursuant to this Agreement may be
8 carried out by means of subcontracts, provided such subcontracts are approved in
9 writing by the DIRECTOR (or his designee), meet the requirements of this
10 Agreement as they relate to the service or activity under subcontract, and include
11 any provisions that the DIRECTOR may require.
12
13 B. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to
14 COUNTY pursuant to this Agreement.
15
16 C. CONTRACTOR may not assign the rights hereunder, either in whole or in part,
17 without the prior written consent of COUNTY. Any attempted assignment or
18 delegation in derogation of this paragraph shall be void.
19
20 D. Any change in the corporate or business structure of CONTRACTOR, such as a
21 change in ownership or majority ownership change resulting in a change to the
22 Federal Tax Id, shall be deemed an assignment for purposes of this paragraph.
23

24 VIII

25 ALTERATION:

26 No alteration or variation of the terms of this Agreement shall be valid unless made
27 in writing and signed by the parties hereto. No oral understanding or agreement not
28

1 incorporated herein, shall be binding on any of the parties hereto unless specifically made
2 in writing by both parties hereto.

3 IX

4 LICENSES:

- 5 A. CONTRACTOR warrants and certifies that it has all applicable, appropriate, and
6 necessary licenses, permits, approvals, certifications, waivers, and exemptions
7 necessary to provided the services outlined herein, for its business to operate, and
8 for personnel to provide services hereunder, and as required by all applicable
9 laws and regulations set forth by the Federal, State, County and local
10 governments, and all other appropriate governmental agencies.
11
12 B. CONTRACTOR agrees to maintain these licenses, permits, approvals,
13 certifications, waivers, and exemptions, etc. throughout the term of this
14 Agreement.
15
16 C. CONTRACTOR shall notify DIRECTOR, or its designee, immediately and in
17 writing of its inability to maintain, irrespective of the pendency of an appeal of
18 such licenses, permits, approvals, certifications, waivers or exemptions.
19

20 X

21 INDEMNIFICATION:

22 CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special
23 Districts, and Departments of the County of Riverside, their respective directors, officers,
24 Board of Supervisors, employees, agents, elected and appointed officials and representatives
25 from any liability whatsoever, based or asserted upon services of CONTRACTOR, its agents,
26 employees, or subcontractors, arising out of or in any way relating to this Agreement, for
27
28

1 property damage, bodily injury, or death or any other element of damage of any kind or
2 nature resulting from any acts or failure to act or omission on the part of the
3 CONTRACTOR, its directors, officers, agents, employees or subcontractors hereunder, and
4 CONTRACTOR shall defend, at its sole expense, including but not limited to attorney fees,
5 all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their
6 respective directors, officers, Board of Supervisors, employees, agents, elected and appointed
7 officials and representatives in any legal claim or action based upon such alleged acts, failure
8 to act or omissions.
9

10 XI

11 INSURANCE:

12 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or
13 hold harmless the County of Riverside and the State of California, CONTRACTOR shall
14 procure and maintain or cause to be maintained, at its sole cost and expense, the following
15 insurance coverage during the term of this Agreement. As respects to the insurance section
16 only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special
17 Districts, and Department, their respective directors, officers, Board of Supervisors,
18 employees, elected or appointed officials, agents, or representatives as Additional Insureds.
19
20

21 A. Workers' Compensation:

22 If CONTRACTOR has employees as defined by the State of California, CONTRACTOR
23 shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws
24 of the State of California. Policy shall include Employers' Liability (Coverage B)
25 including Occupational Disease with limits not less than \$1,000,000 per person per
26 accident. Policy shall be endorsed to waive subrogation in favor of the County of
27
28

1 Riverside; and, if applicable, to provide a Borrowed Servant/Alternate Employer
2 Endorsement.

3 **B. Commercial General Liability:**

4 Commercial General Liability insurance coverage, including but not limited to, premises
5 liability, contractual liability, completed operations, personal and advertising injury
6 covering claims which may arise from or out of CONTRACTOR'S performance of its
7 obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's
8 limit of liability shall not be less than \$1,000,000 per occurrence combined single limit.
9 If such insurance contains a general aggregate limit, it shall apply separately to this
10 agreement or be no less than two (2) times the occurrence limit.
11

12
13 **C. Vehicle Liability:**

14 If CONTRACTOR uses any vehicles or mobile equipment in the performance of the
15 obligations under this Agreement, CONTRACTOR shall maintain liability insurance for
16 all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per
17 occurrence combined single limit. If such insurance contains a general aggregate limit, it
18 shall apply separately to this agreement or be no less than two (2) times the occurrence
19 limit. Policy shall name the COUNTY as Additional Insured.
20

21 **D. Professional Liability:**

22 CONTRACTOR shall maintain Professional Liability Insurance providing coverage for
23 performance of work included within this Agreement, with a limit of liability of not less
24 than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR'S
25 Professional Liability Insurance is written on a 'claims made' basis rather than on an
26 'occurrence' basis, such insurance shall continue through the term of this Agreement.
27
28

1 Upon termination of this Agreement or the expiration or cancellation of the claims made
2 insurance policy CONTRACTOR shall purchase at his sole expense either 1) an Extended
3 Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from
4 a new insurer with a retroactive date back to the date of, or prior to, the inception of this
5 Agreement; or, 3) demonstrate through Certificates of Insurance that CONTRACTOR has
6 maintained continuous coverage with the same or original insurer. Coverage provided
7 under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination
8 of this Agreement.
9

10 E. General Insurance Provisions - All lines:

- 11
- 12 1. Any insurance carrier providing insurance coverage hereunder shall be admitted to
13 the State of California and have an A.M. BEST rating of not less than an A: VIII (A:
14 8) unless such requirements are waived, in writing, by the COUNTY Risk Manager.
15 If the County's Risk Manager waives a requirement for a particular insurer such
16 waiver is only valid for that specific insurer and only for one policy term.
 - 17 2. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or
18 self-insured retentions. If such deductibles or self-insured retentions exceed
19 \$500,000 per occurrence such deductibles and/or retentions shall have the prior
20 written consent of the County Risk Manager before the commencement of
21 operations under this Agreement. Upon notification of deductibles or self insured
22 retentions which are deemed unacceptable to the COUNTY, at the election of the
23 COUNTY'S Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or
24 eliminate such deductibles or self-insured retentions as respects this Agreement with
25 the COUNTY, or 2) procure a bond which guarantees payment of losses and related
26 investigations, claims administration, defense costs and expenses.
27
28

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

- 1 4. It is understood and agreed by the parties hereto and the CONTRACTOR'S
2 insurance company(s), that the Certificate(s) of Insurance and policies shall so
3 covenant and shall be construed as primary insurance, and the COUNTY'S
4 insurance and/or deductibles and/or self-insured retentions or self-insured programs
5 shall not be construed as contributory.
6
7 5. CONTRACTOR shall pass down the insurance obligations contained herein to all
8 tiers of subcontractors working under this Agreement.
9
10 6. Failure by CONTRACTOR to procure and maintain the required insurance shall
11 constitute a material breach of contract upon which COUNTY may immediately
12 terminate or suspend this Agreement.

13 XII

14 LIMITATION OF COUNTY LIABILITY:

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

19 XIII

20 WARRANTY AGAINST CONTINGENT FEES:

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

1 consideration, or otherwise recover, the full amount of such commission, percentage,
2 brokerage, or contingent fee.

3 XIV

4 NONDISCRIMINATION:

5 A. Employment:

- 6
- 7 1. Affirmative Action shall be taken to ensure that applicants are employed, and
8 that employees are treated during employment, without regard to their race,
9 religion, color, sex, national origin, age, sexual preference, or disabilities. Such
10 affirmative action shall include, but not be limited to the following:
11 employment, upgrading, demotion or transfer; recruitment or recruitment
12 advertising; layoff or termination; rate of pay or other forms of compensation;
13 and selection for training, including apprenticeship. There shall be posted in
14 conspicuous places, available to employees and applicants for employment,
15 notices from DIRECTOR, or his designee, and/or the United States Equal
16 Employment Opportunity Commission setting forth the provisions of this
17 Section.
18
- 19
- 20 2. All solicitations or advertisements for employees placed by or on behalf of
21 CONTRACTOR shall state that all qualified applicants will receive
22 consideration for employment without regard to race, religion, color, sex,
23 national origin, age, sexual preference, or disabilities.
24
- 25 3. Each labor union or representative of workers with which CONTRACTOR has
26 a collective bargaining agreement or other contract or understanding must post
27 a notice advising the labor union or worker's representative of the
28 commitments under this Nondiscrimination Section and shall post copies of the

1 notice in conspicuous places available to employees and applicants for
2 employment.

- 3 4. In the event of noncompliance with this section or as otherwise provided by
4 State and Federal law, this Agreement may be terminated or suspended in
5 whole or in part and CONTRACTOR may be declared ineligible for further
6 contracts involving State funds.
7

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

- 9 1. CONTRACTOR certifies that CONTRACTOR and any or all of its
10 Subcontractors shall not lawfully discriminate in the provision of services
11 because of race, color, creed, national origin, sex, age, or physical, sensory,
12 cognitive, or mental disability as provided by state and federal law and in
13 accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)];
14 Age Discrimination Act of 1975 (42 USC 6101); Section 504 of the
15 Rehabilitation Act of 1973 (29 USC 794) (as amended); Education
16 Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990
17 (42 USC 12101); Title 45, CFR, Part 84; provisions of the Fair Employment
18 and Housing Act (Government Code Section 12900 et. Seq.) and regulations
19 promulgated hereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division
20 3, Article 9.5 of the Government Code commencing with Section 11135; and
21 Chapter 6 of Division 4 of Title 9 of the CCR, commencing with Section
22 10800.
23
24
25
26 2. For the purpose of this Agreement, discrimination on the basis of race, color,
27 creed, national origin, sex age, or physical, sensory, cognitive, or mental
28 disability includes, but is not limited to, the following: denying an otherwise

1 eligible individual any service or providing benefit which is different, or is
2 provided in a different manner or at a different time, from that provided to
3 others under this Agreement; subjecting any otherwise eligible individual to
4 segregation or separate treatment in any matter related to the receipt of any
5 services; restricting an otherwise eligible individual in any way in the
6 enjoyment of any advantages or privilege enjoyed by others receiving any
7 services or benefit; and/or treating any individual differently from others in
8 determining whether such individual satisfied any admission, enrollment,
9 eligibility, membership, or other requirement or condition which individuals
10 must meet in order to be provided any service or benefit.

- 11
12
13 3. CONTRACTOR shall further establish and maintain written procedures
14 under which any person, applying for or receiving services hereunder, may
15 seek resolution from CONTRACTOR of a complaint with respect to any
16 alleged discrimination in the provision of services by CONTRACTOR'S
17 personnel. Such procedures shall also include a provision whereby any such
18 person, who is dissatisfied with CONTRACTOR'S resolution of the matter,
19 shall be referred by CONTRACTOR to the DIRECTOR, or his authorized
20 designee, for the purpose of presenting his or her complaint of alleged
21 discrimination. Such procedures shall also indicate that if such person is not
22 satisfied with COUNTY'S resolution or decision with respect to the
23 complaint of alleged discrimination, he or she may appeal the matter to the
24 California State Department of Mental Health. CONTRACTOR will
25 maintain a written log of complaints for a period of seven (7) years.
26
27
28

- 1 4. CONTRACTOR will maintain a safe facility in accordance with Title 9,
2 Division 1 of the California Code of Regulations. CONTRACTOR will store
3 and dispense medications in compliance with all applicable State and Federal
4 laws and regulations and COUNTY'S "Medication Guidelines," available
5 from the COUNTY Quality Improvement- Outpatient Division.
6
- 7 5. A completed ADA /504 Self-Evaluation (Access to Services) Plan, including a
8 Checklist for Accessibility must be submitted as a part of the application
9 process requirement for contracting.
10
- 11 6. CONTRACTORS that relocate must find space that is accessible.
12 CONTRACTORS that renovate their existing space must meet accessibility
13 standards in order to maintain funding, certification or licensure.
14
- 15 7. CONTRACTORS that are not currently accessible to people with disabilities
16 must have a written and posted referral policy and plan developed in
17 conjunction with the county mental health program administration and
18 consumers must be provided with a copy of this policy.
19
- 20 8. Existing facilities must provide a current written ADA/504 (Access to
21 Services) Plan to the County at each renewal, including a current Disability
22 Admission and Referral Policy developed in conjunction with the County ADP
23 Administration.

24 XV

25 PERSONS WITH DISABILITIES:

26 CONTRACTOR agrees to comply with Section 504 of the Rehabilitation Act of
27 1973, as amended (29 USC 794) and all requirements as imposed by the applicable
28 Federal Department of Health and Human Services (DHHS) regulations (45 CFR 84), and

1 all guidelines and interpretations issued pursuant thereto. No qualified person with a
2 disability shall on the basis of their disability be excluded from participation, be denied the
3 benefits of, or otherwise be subjected to discrimination under any program, service
4 activity or employment opportunity provided by programs licensed or certified under this
5 agreement.

6
7 XVI

8 REPORTS:

- 9 A. CONTRACTOR shall participate in the COUNTY'S Management Information
10 System (MIS) as required by the Director, or his authorized designee. CONTRACTOR
11 shall report to the program, applicable client and staff related data regarding the
12 CONTRACTOR'S program by the fifth (5th) working day of the following month.
- 13
14 B. CONTRACTOR shall provide the COUNTY with applicable reporting documentation
15 as specified and/or required by the COUNTY, State Department of Mental Health and
16 Federal guidelines. COUNTY may provide additional instructions on reporting
17 requirements.
- 18
19 C. CONTRACTOR shall comply with the State reporting requirements pursuant to the
20 California Code of Regulations, Title 9, Section 10561. Upon the occurrence of any of
21 the events listed hereafter the CONTRACTOR shall make a telephonic report to the
22 State department licensing staff (hereinafter "State") within one (1) working day. The
23 telephonic report is to be followed by a written report to the COUNTY within twenty-
24 four (24) hours of the incident and within seven (7) days of the event to the State. If a
25 report to local authorities exists which meets the requirements cited, a copy of such a
26 report will suffice for the written report required by the State.

27
28 (1) Events reported shall include:

- 1 (a) Death of any resident from any cause;
- 2 (b) Any facility related injury of any resident which requires medical treatment;
- 3 (c) All cases of communicable disease reportable under Section 2502 of Title
- 4 17, California Code of Regulations shall be reported to the local health officer
- 5 in addition to the State;
- 6 (d) Poisonings;
- 7 (e) Catastrophes such as flooding, tornado, earthquake or any other natural
- 8 disaster; and
- 9 (f) Fires or explosions which occur in or on the premises.

10 (2) Information provided shall include the following:

- 11 (a) Residents' name, age, sex, and date of admission;
- 12 (b) Date, time and nature of the event;
- 13 (c) Attending physician's name, findings and treatment, if any; and
- 14 (d) The items below shall be reported to the State within ten (10) working days
- 15 following the occurrence.

16 (1) The organizational changes specified in Section 10531(a) of this

17 subchapter;

18 (2) Any change in the licensee's or applicant's mailing address; and

19 (3) Any change of the administrator of the facility. Such notification

20 shall include the new administrator's name, address and qualifications.

21 D. CONTRACTOR must adhere to all applicable Federal, State and County reporting

22 requirements as mandated. The COUNTY shall provide necessary instructions and

23 direction to CONTRACTOR regarding COUNTY policies and procedures for meeting

24 requirements.

25

26

27

28

1 E. CONTRACTOR shall report client and staff data about the CONTRACTOR's program
2 and services as required by the DIRECTOR, or its authorized designee, or by the State,
3 regarding the CONTRACTOR's activities as they affect the duties, roles,
4 responsibilities, and purposes contained in this Agreement, and as may be specifically
5 referenced in Exhibit A. COUNTY shall provide CONTRACTOR with at least thirty
6 (30) days prior written notice of any additional, required reports in this matter.
7 COUNTY shall provide instructions on the reporting requirements as required herein.
8

9 F. As Mental Health and/or Substance Abuse service providers and funding recipients,
10 under the State Charitable Choice requirements, CONTRACTOR, must adhere to the
11 following:
12

- 13 1. Ensure that CONTRACTOR provides notice to all its clients of their right to
14 alternative services if, when and where applicable;
- 15 2. Ensure that CONTRACTOR refers clients to alternative services if, when and where
16 applicable; and
- 17 3. Fund and/or provide alternative service if, when and where applicable.
18
19 Alternative services are services determined by the State to be accessible,
20 comparable, and provided within a reasonable period of time from another Mental
21 Health and/or Substance Abuse provider (or alternative provider if, when and
22 where applicable) to which the client has no objection.
23

24 XVII

25 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

26 The CONTRACTOR in this Agreement is subject to all relevant requirements
27 contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA),
28 Public Law 104-191, enacted August 21, 1996, Title 42 Code of Federal Regulations, Part

1 2, and the laws and regulations promulgated subsequent thereto. The CONTRACTOR
2 hereto agrees to cooperate in accordance with the terms and intent of this Agreement for
3 implementation of relevant law(s) and/or regulation(s) promulgated under this law.

4 XVIII

5 CONFIDENTIALITY:

6
7 CONTRACTOR shall maintain the confidentiality of all client identifying
8 information contained in records, including but not limited to patient/client records/charts,
9 billing records, research and client identifying reports, and the COUNTY'S client
10 management information system (ELMR) in accordance with WIC Sections 14100.2 and
11 5328 et seq, Title 42 Code of Federal Regulations, Section 431.300 et seq., Section 1320 D
12 et seq, of Title 42, United States Code and it's impending regulations (including but not
13 limited to Title 45, CFR, Parts 142, 160, 162, 164) and all other applicable current or future
14 COUNTY, State and Federal laws, regulations, ordinances and directives relating to
15 confidentiality and security of client records and information.
16

17 A. The CONTRACTOR shall protect from unauthorized disclosure, confidential client
18 identifying information obtained or generated in the course of providing services
19 pursuant to this contract except for non-identifying statistical information. The
20 CONTRACTOR shall not use identifying information for any purpose other than
21 carrying out the CONTRACTOR'S obligations under this contract.
22

23 B. The CONTRACTOR shall not disclose confidential client identifying information
24 except as authorized by client, clients' legal representative or as permitted by Federal
25 or State law, to anyone other than the COUNTY or State without prior valid
26 authorization from the client or clients' legal representative in accordance with State
27
28

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

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

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

15 E. Notification of Electronic Breach or Improper Disclosure: During the term of this
16 Agreement, CONTRACTOR shall notify COUNTY, immediately upon discovery of
17 any breach of Protected Health Information (PHI) and/or data where the information
18 and/or data is reasonably believed to have been acquired by an unauthorized person.
19 Immediate notification shall be made to the COUNTY Mental Health Compliance
20 Officer within two (2) business days of discovery at (800) 413-9990. The
21 CONTRACTOR shall take prompt corrective action to cure any deficiencies and any
22 action pertaining to such unauthorized disclosures as required by applicable Federal,
23 State and or County laws and regulations. The CONTRACTOR shall investigate
24 such breach and provide a written report of the investigation to the COUNTY Mental
25 Health Compliance Officer, postmarked within thirty (30) working days of the
26 discovery of the breach to the address as follows:
27
28

1 Attention: Mental Health Compliance Officer

2 Riverside County Department of Mental Health

3 P.O. Box 7549

4 Riverside, CA 92513

5 If the security breach requires notification under Civil Code section 1789.82,
6 CONTRACTOR agrees to assist the COUNTY in any way, in any action pertaining to such
7 unauthorized disclosure required by applicable, Federal, State and/or County laws and
8 regulations.
9

10 F. Safeguards: The CONTRACTOR shall implement administrative, physical, and
11 technical safeguards that reasonably and appropriately protect the confidentiality,
12 integrity, and availability of the Protected Health Information (PHI), included
13 electronic PHI, that it creates, receives, maintains, or transmits on behalf of DMH;
14 and to prevent use or disclosure of PHI other than as provided for by this Agreement.
15 In addition, CONTRACTOR shall develop and maintain a written information
16 privacy and security program that includes administrative, technical and physical
17 safeguards appropriate to the size and complexity of the CONTRACTOR's
18 operations and the nature and scope of its activities. CONTRACTOR shall also
19 provide COUNTY with a copy of information outlining such safeguards that are
20 developed and implemented by the CONTRACTOR upon thirty (30) days written
21 request by the COUNTY.
22
23
24

25 G. The CONTRACTOR shall implement strong access controls and other security
26 safeguards and precautions as noted in the following to restrict logical and physical
27 access to confidential, personal (e.g. PHI) or sensitive data to authorized users only.

28 The CONTRACTOR shall enforce the following administrative and technical

1 password controls on all systems used to process or store confidential, personal, or
2 sensitive data:

3 1. Passwords must not be:

4 A. Shared or written down where they are accessible or recognizable by anyone
5 else, such as taped to computer screens, stored under keyboards, or visible in
6 a work area;

7 B. A dictionary word; and

8 C. Stored in clear text.

9
10 2. Passwords must be:

11 A. Eight (8) characters or more in length;

12 B. Changed every 90 days;

13 C. Changed immediately if revealed or compromised; and

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

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

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

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

19 4. Non-alphanumeric characters (punctuation symbols).

20
21
22 H. The CONTRACTOR shall implement the following security controls on each
23 workstation or portable computing devise (e.g., laptop computer) containing
24 confidential, personal, or sensitive data:
25

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

27 2. Continuously updated anti-virus software; and
28

1 3. Patch management process including installation of all operating
2 system/software vendor security patches.

3 I. The CONTRACTOR shall utilize a commercial encryption solution that has
4 received FIPS 140 –2 validation to encrypt all confidential, personal, or sensitive
5 data stored on portable electronic media (including, but not limited to, CDs and
6 thumb drives) and on portable computing devices (including, but not limited to,
7 laptop and notebook computers). The CONTRACTOR shall not transmit
8 confidential, personal, or sensitive data via-e-mail or other internet transport
9 protocol unless the data is encrypted by a solution that has been validated by the
10 National Institute of Standards and Technology (NIST) as conforming to the
11 Advanced Encryption Standard (AES) Algorithm or Triple DES.
12

13
14 1. Mitigation of Harmful Effects. The CONTRACTOR shall mitigate, to the extent
15 practicable, any harmful effect that is known to CONTRACTOR of a use or
16 disclosure of PHI by CONTRACTOR or its subcontractors in violation of the
17 requirements of these Provisions.
18

19 2. Employee Training and Discipline. The CONTRACTOR shall train and use
20 reasonable measures to ensure compliance with the requirements of these
21 Provisions by employees who assist in the performance of functions or activities
22 on behalf of COUNTY under this Agreement and use or disclose PHI; and
23 discipline such employees who intentionally violate any of these Provisions,
24 including termination of employment.
25

26 3. Disclaimer. COUNTY makes no warranty or representation that compliance by
27 CONTRACTOR with these Provisions, HIPAA or HIPAA regulations will be
28 adequate or satisfactory for CONTRACTOR's own purposes or that any

1 information in CONTRACTOR's possession or control, or transmitted or
2 received by CONTRACTOR, is or will be secure from unauthorized use or
3 disclosure. CONTRACTOR is solely responsible for all decisions made by
4 CONTRACTOR regarding the safeguarding of PHI.

- 5
6 4. Interpretation. The terms and conditions in these Provisions shall be interpreted
7 as broadly as necessary to implement and comply with HIPAA, the HIPAA
8 regulations and applicable State laws. The parties agree that any ambiguity in
9 the terms and conditions of these Provisions shall be resolved in favor of a
10 meaning that complies and is consistent with HIPAA and the HIPAA
11 regulations.
12

13 CONTRACTOR shall require all its officers, employees, associates, and agents providing
14 services hereunder to acknowledge, in writing, understanding of and agreement to comply
15 with all confidentiality provisions as set forth in this Agreement.

- 16 J. For the purposes of the above paragraphs, identifying information is considered to be
17 any information that reasonably identifies an individual in their past, present, or
18 future physical or mental condition. This includes, but is not limited to, any
19 combination of the person's first and last name, address, Social Security
20 Number, date of birth, identifying number, symbol, or other identifying
21 particulars assigned to the individual, such as finger or voice print, or
22 photograph.
23
24

25 XIX

26 RECORDS/INFORMATION AND RECORD RETENTION:

27 All records shall be available for inspection by the designated auditors of COUNTY, State
28 Department of Mental Health, State Department of Justice, State Department of Health

1 Services, U.S. Department of Health and Human Services and the U.S Office of the
2 Inspector General at reasonable times during normal business hours. Records include, but
3 are not limited to all physical and electronic records originated or prepared pursuant to the
4 performance under this contract including, but not limited to, working papers, reports,
5 financial records or books of account, medical records, prescription files, subcontracts, any
6 and other documentation pertaining to medical and non-medical services for clients. Upon
7 request, at any time during the period of this contract, the CONTRACTOR will furnish any
8 such record or copy thereof, to the COUNTY. CONTRACTOR shall be subject to the
9 examination and audit of the Office of the Inspector General for a period of three (3) years
10 after final payment under contract.
11

12
13 A. Medical Records. CONTRACTOR shall adhere to the licensing authority, the State
14 Department of Social Services, the State Department of Mental Health and
15 Medi-Cal documentation standards, as applicable. CONTRACTOR shall
16 maintain adequate medical records on each individual patient which includes at a
17 minimum, a client care plan, diagnostic procedures, evaluation studies, problems
18 to be addressed, medications provided, and records of service provided by the
19 various personnel in sufficient detail to make possible an evaluation of services,
20 including records of patient interviews and progress notes.
21

22
23 B. Financial Records. CONTRACTOR shall maintain complete financial records that
24 clearly reflect the cost of each type of service for which payment is claimed.
25 Any apportionment of costs shall be made in accordance with generally accepted
26 accounting principles and shall evidence proper audit trails reflecting the true
27 cost of the services rendered. Allowable costs shall be those costs defined in
28 Centers for Medicare and Medicaid Services Manual (CMS 15-1). Statistical

1 data shall be kept and reports made as required by the DIRECTOR, or his
2 designee, and the State of California. All such records shall be available for
3 inspection by the designated auditors of COUNTY or State at reasonable times
4 during normal business hours.

5 C. Financial Record Retention. Appropriate financial records shall be maintained and
6 retained by CONTRACTOR for at least five (5) years or, in the event of an audit
7 exception and appeal, until the audit finding is resolved, whichever is later.
8

9 D. Patient/Client Record Retention. Patient/Client records shall be maintained and
10 retained by CONTRACTOR for a minimum of seven (7) years following
11 discharge of the client. Records of minors shall be kept for seven (7) years after
12 such minor has reached the age of eighteen years. Thereafter, the client file is
13 retained for seven (7) years after the client has been discharged from services.
14

15 E. Shared Records/Information. CONTRACTOR and COUNTY shall maintain a
16 reciprocal shared record and information policy, which allows for sharing of
17 client records and information between CONTRACTOR and COUNTY. Either
18 COUNTY or CONTRACTOR shall not release these client records or
19 information to a third party without a valid authorization.
20

21 COUNTY is the owner of all patient care/client records. In the event that the contract is
22 terminated, the CONTRACTOR is required to prepare and box the client medical records so
23 that they can be archived by the COUNTY, according to the procedures developed by the
24 COUNTY. The COUNTY is responsible for taking possession of the records and storing
25 them according to regulatory requirements. The COUNTY is required to provide the
26 CONTRACTOR with a copy of any medical record that is requested by the
27
28

1 CONTRACTOR, as required by regulations, at no cost to the CONTRACTOR, and in a
2 timely manner.

3 All records shall be available for inspection by all applicable and designated Federal, State,
4 and COUNTY auditors during normal business hours. Records shall include, but are not
5 limited to, all physical and electronic records originated or prepared pursuant to the
6 performance under this Agreement; including, but not limited to, working papers, reports,
7 financial records or books of account, medical records, prescription files, subcontracts, any
8 and other documentation pertaining to medical and non-medical services for clients. Upon
9 request, at any time during the period of this contract, the CONTRACTOR will furnish any
10 such records or copies thereof, to the applicable Federal, State and COUNTY auditors.
11

12
13 CONTRACTOR shall be subject to the examination and audit of the Office of the Inspector
14 General for a period of no less than five (5) years pertaining to individuals over the age of
15 18 years of age related documentation; and no more than 10 years pertaining to minor
16 related documentation after final payment under Agreement.
17

18 XX

19 STAFFING:

20 CONTRACTOR shall comply with the staffing expectations as required by state
21 licensing requirements and as may be additionally described in Exhibit A. Such personnel
22 shall be qualified, holding appropriate license(s)/certificate(s) for the services provided in
23 accordance with the WIC Section 5751.2, the requirements set forth in Title 9 of the
24 California Code of Regulations (CCR), the Business and Professions Code, State
25 Department of Mental Health policy letters, and any amendments thereto. CONTRACTOR
26 shall maintain specific job descriptions/duty statements for each position describing the
27 assigned duties, reporting relationship, and shall provide sufficient detail to serve as the
28

1 basis for an annual performance evaluation. Furthermore, CONTRACTOR acknowledges
2 all its officers; employees, associates, and agents providing services hereunder are eligible
3 for reimbursement for said services by their exclusion from the Federal "List of Excluded
4 Parties" registry.

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

7
8 1. A list of persons by name, title, and professional degree, including, but not
9 limited to, licensing, experience, credentials, Cardiopulmonary Resuscitation
10 (CPR) Training, First Aid training, languages spoken, Race/Ethnicity with an
11 option to select "Prefer Not to Say" and/or certification and experience of persons
12 providing services hereunder, and any other information deemed necessary by the
13 DIRECTOR or designee. All certifications should comply with applicable
14 California Health and Safety Code of Regulations.

15
16 2. Previously established and/or updated Personnel policies and procedures;

17
18 3. Updated personnel file for each staff member (including subcontractors, as
19 approved by COUNTY and volunteers) that includes at minimum the following:

20 i. Resume, employment application, proof of current licensure, all applicable
21 employment related certifications, registration;

22 ii. List of all applicable trainings during time of employment to present;

23 iii. Annual Job performance evaluation; and

24 iv. Personnel action document for each change in status of the employee.

25
26 B. During the term of this Agreement, Contractor with fifteen (15) or more employees will
27 designate a Disability Access Coordinator. The Access Coordinator is responsible
28

1 for the development and implementation of the program's ADA/ 504 Self-
2 Evaluation Plan and Annual Updates.

3 C. CONTRACTOR shall institute and maintain an in-service training program of
4 treatment review and case conferences and/or prevention strategies as appropriate,
5 in which professional and other appropriate personnel shall participate.

6
7 D. The CONTRACTOR recognizes the importance of child and family support
8 obligations and shall fully comply with all applicable State and Federal laws
9 relating to child and family support enforcement, including, but not limited to,
10 disclosure of information and compliance with earnings assignment orders,
11 as provided in Chapter 8, commencing with Section 5200, of Part 5 of Division
12 9 of the Family Code.

13
14 E. Contractor shall establish and disseminate written policies for all employees that
15 include detailed information about the False Claims Act and the other provisions
16 named in section 1902(a)(68)(A). Included in these written policies shall be
17 detailed information about contractor's policies and procedures for detecting and
18 preventing fraud, waste, and abuse in federal, state and local health care
19 programs. Contractor shall also include in any employee handbook a specific
20 discussion of the laws described in the written policies, the rights of employees to
21 be protected as whistleblowers, and a specific discussion of Contractor's policies
22 and procedures for detecting and preventing fraud, waste and abuse.

23
24
25 F. CONTRACTOR shall follow all Federal, State and County policies, laws and
26 regulations regarding Staffing and/or Employee compensation. CONTRACTOR
27 shall not pay or compensate any of its Staff, Personnel or Employees by means of
28 cash. All payments or compensation made to CONTRACTOR Staff, Personnel

1 and/or Employees in association with the fulfillment of this agreement shall be
2 made by means of Staff, Personnel and/or Employee Certified Payroll only.

3 G. CONTRACTOR is responsible for notifying the COUNTY of all changes to indirect
4 and direct personnel service providers that will have an impact on its Electronic
5 Management of Records (ELMR) system. These changes include, but are not
6 limited to, adding new personnel, modifying existing personnel, or terminating
7 personnel. CONTRACTOR is responsible for completing the attached Computer
8 Account Request Form (CARF)- ATTACHMENT A, when such changes occur
9 and will have an impact on ELMR data entry or system access, and shall submit,
10 via email, the completed CARF form to its designated COUNTY Program
11 Analyst for review and approval. The COUNTY designated Program Analyst
12 will then review CARF for accuracy and will then submit CARF to the
13 COUNTY's Information Technology (I.T.) staff for processing. The COUNTY's
14 designated Program Analyst will communicate with the CONTRACTOR, via
15 email, with confirmation of submission for processing, and a COUNTY I.T. or
16 ELMR personnel will contact the CONTRACTOR direct, via telephone, to
17 confirm receipt of the CARF and provide confirmation that computer access has
18 been granted or changed as requested by the CONTRACTOR.
19

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21
22 H. CONTRACTOR shall be responsible for checking, on a quarterly basis, the Office of
23 the Inspector General (OIG) website (oig.hhs.gov) to validate that none of
24 CONTRACTOR staff are on the OIG or Medi-Cal list of excluded individuals to
25 provide direct services to COUNTY clients. CONTRACTOR shall notify, in
26 writing within thirty (30) calendar days, if and when any CONTRACTOR
27
28

1 personnel are found listed on this site and what action has been taken to remedy
2 the matter.

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

20 XXI

21 CULTURAL COMPENTENCY

22 A. CONTRACTOR shall provide services pursuant to this Agreement in a culturally
23 competent manner by recruiting, hiring, maintaining and providing staff who can
24 deliver services in the manner specified to the diverse multi-cultural population
25 served under this Agreement. CONTRACTOR shall provide multi-cultural
26 services in a language appropriate and culturally sensitive manner, in a setting
27 accessible to diverse communities. Multi-cultural diversity includes, but is not
28

1 limited to, ethnicity; age; sexual preference; gender and persons who are disabled.
2 CONTRACTOR shall document its efforts to provide multi-cultural services in
3 the manner specified. Documentation may include, but is not limited to the
4 following: records in personnel files attesting to efforts made in recruitment and
5 hiring practices; participation in COUNTY sponsored and other cultural
6 competency training; the availability of literature in multiple languages/formats as
7 appropriate; and identification of measures taken to enhance accessibility for, and
8 sensitivity to, persons with disabilities .
9

- 10 1. CONTRACTOR shall demonstrate program access; linguistically appropriate
11 and timely mental health service delivery; staff training; and organizational
12 policies and procedures related to the treatment of culturally diverse
13 populations. CONTRACTOR shall perform specific outcome studies, on-
14 site reviews and written reports to be made available to the COUNTY upon
15 request.
16
- 17 2. CONTRACTOR shall provide services that are non-discriminatory and that
18 meet the individual needs of the multi-cultural beneficiaries to be served.
19 CONTRACTOR shall ensure that high quality accessible mental health
20 care includes:
21
 - 22 a. Clinical care and therapeutic interventions which are linguistically and
23 culturally appropriate; including, at a minimum, admission, discharge,
24 and medication consent forms available in Spanish.
25
 - 26 b. Have a comprehensive management strategy to address culturally and
27 linguistically appropriate services, including strategic goals, plans,
28 policies, procedures and designated staff responsible for implementation.

- 1 c. Medically appropriate interventions, which acknowledge specific cultural
2 influences.
- 3 d. Provision and utilization of qualified interpreters within twenty-four (24)
4 hours of identified need.
- 5 e. Screening and certification of interpreters as specified in subparagraph
6 3 - a below.
- 7
- 8 f. Training to mental health providers in building the cultural knowledge
9 and skill required to provide culturally appropriate treatment of client
10 population served.
- 11 g. Develop and implement a strategy to recruit, retain and promote
12 qualified, diverse and culturally competent administrative, clinical and
13 support staff that are trained and qualified.
- 14
- 15 h. Client related information translated into the various languages of the
16 diverse populations served.
- 17
- 18 i. Provide oral and written notices, including translated signage at key
19 points of contact, to clients in their primary language informing them of
20 their right to receive no-cost interpreter services.
- 21 3. CONTRACTOR shall make available bilingual professional staff or qualified
22 interpreter to ensure adequate communication between clients and mental
23 health staff. Any individual with limited English language capability or
24 other communicative barriers shall have equal access to mental health
25 services.
- 26
- 27 a. A qualified interpreter is defined as someone who is fluent in English and
28 in the necessary second language, who can accurately speak, read and

1 readily interpret the necessary second language and/or accurately sign and
2 read sign language. A qualified interpreter must be able to translate in
3 linguistically appropriate mental health terminology necessary to convey
4 information such as symptoms or instructions to the client in both
5 languages.

- 6
7 b. A fluently bilingual person, who is not trained in the provision of mental
8 health services, must complete training prior to providing services, which
9 covers terms and concepts associated with mental health medications, and
10 cultural beliefs and practices which may influence the client's mental
11 health condition.

- 12
13 4. CONTRACTOR agrees to comply with the COUNTY'S Cultural Competency
14 Plan as set forth in the Board of Supervisors approved Cultural
15 Competency Plan. The Cultural Competency Plan may be obtained from
16 the COUNTY'S website at www.mentalhealth.co.riverside.us or by
17 contacting the COUNTY'S Cultural Competency Manager or designee
18 upon written request via certified mail or facsimile to:

19
20 Riverside County Department of Mental Health

21 Cultural Competency Program

22 P.O. Box 7549

23 Riverside, California 92513

24 Attention: Cultural Competency Manager

25 Fax: 951-358-4792

- 26
27 5. CONTRACTOR agrees to meet with COUNTY'S Cultural Competency
28 Program Manager, as needed by the CONTRACTOR and as coordinated by

the COUNTY, to determine and implement cultural competency activities that shall include, but is not limited to, compliance with the cultural competency requirements outlined in Section XXI of this agreement.

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

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

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

Name of Training Event	Description of Training	How long and how often attended	Attendance by Service Function	No. of Attendees and Total	Date of Training	Name of Presenter
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

1 CONTRACTOR training information shall be submitted via facsimile to
2 951-358-4792 to the attention of the COUNTY Cultural Competency
3 Program Manager on or before June 30 of each fiscal year.

4 9. CONTRACTOR is responsible for notifying the COUNTY Cultural Competency
5 Program Manager in writing if the June 30th deadline cannot be
6 met. CONTRACTOR will be responsible for requesting an extension from the
7 COUNTY'S Cultural Competency Program Manager. All requests for
8 extensions must be put in writing and mailed or faxed to the COUNTY'S
9 Cultural Competency Program Manager at the contact information listed
10 herein.
11

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13 XXII

14 INFORMING MATERIALS:

15 CONTRACTOR shall provide all clients with a Notice of Privacy Practices
16 information brochure or pamphlet during the time of the client's first visit. The
17 CONTRACTOR is subsequently responsible for issuing the Notice of Privacy Practices (NPP)
18 information brochure or pamphlet to all clients every three (3) years at a minimum and/or
19 every time the Notice of Privacy Practices information is updated and/or changed. Also, the
20 CONTRACTOR is responsible for having the client or consumer sign, acknowledging receipt
21 of the NPP information, and CONTRACTOR must keep client or consumer signed
22 acknowledgement on file every three (3) years upon receipt from client or consumer.
23
24

25 XXIII

26 CONFLICT OF INTEREST:

27 CONTRACTOR shall employ no COUNTY employee whose position in COUNTY
28 enables him to influence the award of this Agreement or any competing Agreement, and no

1 spouse or economic dependent of such employee in any capacity herein, or in any other
2 direct or indirect financial interest in this Agreement.

3 XXIV

4 PATIENT RIGHTS:

5 Patient rights shall be observed by CONTRACTOR as provided in the Health and
6 Safety Code, Sections 11760 through 1184 and Title 9 and Title 22 of the California Code of
7 Regulations (CCR). COUNTY Patients' Rights Advocates will be given access to clients,
8 clients' records, and facility personnel to monitor the CONTRACTOR'S compliance with said
9 statutes and regulations.
10

11 XXV

12 WAIVER OF PERFORMANCE:

13 No waiver by COUNTY at any time of any of the provisions of this Agreement shall
14 be deemed or construed as a waiver at any time thereafter of the same or any other
15 provisions contained herein or of the strict and timely performance of such provisions.
16

17 XXVI

18 DRUG-FREE WORKPLACE CERTIFICATION:

19 If State funds are utilized to fund this Agreement as specified in Schedule I, the
20 following Drug-Free Workplace requirements shall apply. By signing this Agreement, the
21 CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of
22 California that the CONTRACTOR will comply with the requirements of the Drug-Free
23 Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-
24 free workplace doing all of the following.
25

- 26
27 A. Publish a statement notifying employees that unlawful manufacture, distribution,
28 dispensation, possession, or use of controlled substances is prohibited and specifying

1 actions to be taken against employees for violations, as required by Government
2 Code Section 8355 (a).

3 B. Establish a Drug-Free Awareness Program as required by Government Code Section
4 8355 (a) to inform employees about all of the following:

- 5 1. The dangers of substance abuse in the workplace.
- 6 2. The CONTRACTOR'S policy of maintaining a drug-free workplace.
- 7 3. Any available counseling, rehabilitation, and employee assistance programs.
- 8 4. Penalties that may be imposed upon employees for substance abuse violations.

9 C. Provide as required by Government Code Section 8355 (a) that every employee who
10 works on the proposed contract:

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

14 Failure to comply with these requirements may result in suspension of payments
15 under the contract or termination of the contract or both and the CONTRACTOR
16 may be ineligible for award of future State contracts if the COUNTY determines that
17 any of the following has occurred:

18 D. The CONTRACTOR has made a false certification or,

19 E. Violates the certification by failing to carry out the requirements as noted above.

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24 XXVII

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.

- 1 B. Termination does not release CONTRACTOR from the responsibility of securing
2 Protected Health Information (PHI) data.
- 3 C. The COUNTY may terminate this Agreement upon thirty (30) days written notice
4 served upon the CONTRACTOR if sufficient funds are not available for
5 continuation of services.
- 6
7 D. The COUNTY reserves the right, to terminate the contract without warning at the
8 discretion of the Director or designee, when CONTRACTOR has been accused
9 and/or found to be in violation of any County, State, or Federal laws and regulations.
- 10 E. The COUNTY may terminate this Agreement immediately due to a change in
11 status, delegation, assignment or alteration of the Agreement not consented to by
12 COUNTY.
- 13
14 F. The COUNTY may terminate this Agreement immediately if, in the opinion of the
15 Director of Mental Health, CONTRACTOR fails to provide for the health and safety
16 of patients served under this contract. In the event of such termination, the
17 COUNTY may proceed with the work in any manner deemed proper to the
18 COUNTY.
- 19
20 G. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY
21 may take one or more of the following actions as appropriate:
- 22 a. Temporarily withhold payments pending correction of the deficiency.
- 23 b. Disallow (that is deny funds) for all or part of the cost or activity not in
24 compliance.
- 25
26 c. Wholly or partially suspend or terminate the Agreement and if necessary,
27 request repayment to COUNTY if any disallowance is rendered after audit
28 findings.

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

5 1. CONTRACTOR shall:

- 6 a. Stop all services under this Agreement on the date, and to the extent
7 specified, in the Notice of Termination;
- 8 b. Continue to provide the same level of care as previously required under the
9 terms of this Agreement until the date of termination;
- 10 c. If clients are to be transferred to another facility for services, furnish to
11 COUNTY, upon request, all client information and documents deemed
12 necessary by COUNTY to affect an orderly transfer;
- 13 d. If appropriate, assist COUNTY in effecting the transfer of clients in a manner
14 consistent with the best interest of the clients' welfare;
- 15 e. Cancel outstanding commitments covering the procurement of materials,
16 supplies, equipment and miscellaneous items. In addition, CONTRACTOR
17 shall exercise all reasonable diligence to accomplish the cancellation of
18 outstanding commitments required by this Agreement, which relate to
19 personal services. With respect to these canceled commitments, the
20 CONTRACTOR agrees to provide a written plan to Director (or his designee
21 within thirty (30) days for settlement of all outstanding liabilities and all
22 claims arising out of such cancellation of commitments. Such plan shall be
23 subject to the approval or ratification of the COUNTY, which approval or
24 ratification shall be final for all purposes of this clause;
- 25
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1 f. Transfer to COUNTY and deliver in the manner, at the times, and to the
2 extent, if any, as directed by COUNTY, any equipment which, if the
3 Agreement had been completed, would have been required to be furnished to
4 COUNTY; and

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

9 i. COUNTY shall continue to pay CONTRACTOR at the same rate as
10 previously allowed until the date of termination, as determined by the Notice
11 of Termination.
12
13

14 I. The CONTRACTOR shall submit a termination claim to COUNTY promptly after
15 receipt of a Notice of Termination, or on expiration of this Agreement as specified in
16 Section II, PERIOD OF PERFORMANCE, but in no event, later than thirty-two
17 (32) days from the effective date thereof, unless an extension, in writing, is granted
18 by the COUNTY.
19

20 J. In instances where the CONTRACTOR agreement is terminated and/or allowed to
21 expire by the COUNTY and not renewed for a subsequent fiscal year, COUNTY
22 reserves the right to enter into settlement talks with the CONTRACTOR in order to
23 resolve any remaining and/or outstanding contractual issues, including but not
24 limited to, financials, services, billing, cost report, etc. In such instances of
25 settlement and/or litigation, CONTRACTOR will be solely responsible for
26 associated costs for their organizations legal process pertaining to these matters
27 including, but not limited to, legal fees, documentation copies, and legal
28

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

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

9 XXVIII

10 DISPUTE:

11 In the event of a dispute between a designee of the DIRECTOR and the
12 CONTRACTOR over the execution of the terms of this Agreement, the quality of patient
13 services being rendered, and/or the withholding of CONTRACTOR payments due to
14 instances such as material non-compliance or audit disallowances or both, the
15 CONTRACTOR may file a written protest with the appropriate Program/Regional
16 Manager of the COUNTY. CONTRACTOR shall continue with the responsibilities under
17 this agreement during any dispute. The Program/ Regional Manager shall respond to the
18 CONTRACTOR in writing within ten (10) working days. If the CONTRACTOR is
19 dissatisfied with the Program/Regional Manager's response, the CONTRACTOR may file
20 successive written protests up through the Department of Mental Health's administrative
21 levels of Program Chief/Assistant Director, and (finally) DIRECTOR. Each administrative
22 level shall have twenty (20) working days to respond in writing to the CONTRACTOR.
23 The DIRECTOR will have the final authority to rescind, modify or uphold the
24 finding/decision.
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XXIX

SEVERABILITY:

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

XXX

VENUE:

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

XXXI

NOTICES:

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

CONTRACTOR:

JACKSON & COKER
3000 OLD ALABAMA ROAD
SUITE 119-608
ALPHARETTA, GA 30022
ATTENTION: JOSEPH SCHOFIELD

COUNTY:

RIVERSIDE COUNTY
BOARD OF SUPERVISORS
4080 LEMON STREET
RIVERSIDE, CA 92501

INFORMATIONAL COPY TO:
RIVERSIDE COUNTY
DEPARTMENT OF MENTAL HEALTH
P.O. BOX 7549
RIVERSIDE, CA 92513-7549
ATTENTION: PROGRAM SUPPORT

XXXII

MEETINGS:

As a condition of this Agreement, CONTRACTOR shall agree to attend the mandatory all provider meeting as scheduled by the County Program Administrator/Manager or Designee. Appropriate level of CONTRACTOR staff to attend this meeting shall be at Program Director level or above. Critical information and data is disseminated at these meetings and will not be provided at any other time.

EXHIBIT A
SCOPE OF WORK

CONTRACTOR NAME: Jackson & Coker
PROGRAM NAME: Managed Care
DEPARTMENT ID: 4100209846.74700.525440

REPORTING UNIT:

Jackson & Coker, hereinafter referred to as CONTRACTOR, located at 3000 Old Alabama Road, Suite 119-608, Alpharetta, GA 30022, will provide services to Riverside County Mental Health, hereinafter referred to as COUNTY, located at various facilities in Riverside County.

I. CONTRACTOR RESPONSIBILITIES:

The CONTRACTOR shall provide the following:

- A. Use its best efforts to provide a health care provider candidate who best meets COUNTY's requirements
- B. Provide a curriculum vita to COUNTY when initially referring a doctor to COUNTY.
- C. Provide compensation to the health care provider directly.
- D. Provide any assigned health care provider with malpractice insurance.
- E. Provide and/or reimburse for reasonable and acceptable living accommodations outside of the hospital and transportation within the community, when necessary.
- F. Provide or cover the costs of round-trip transportation for health care provider to the community, when necessary.

II. DEPARTMENT OF MENTAL HEALTH RESPONSIBILITIES:

- A. Provide the locum tenens health care provider, according to the required specialty, with a reasonable work schedule, reasonably maintained and customary

1 equipment and supplies, a suitable practice environment complying with the
2 acceptable ethical and procedural standards, and, as necessary, appropriately
3 trained support staff.

- 4 B. Assist quality control by completing locum tenens health care provider's
5 evaluation sheets.
- 6 C. Retain all facility income generated by the locum tenens health care provider.
- 7 D. Assist in obtaining hospital privileges for the locum tenens health care provider
8 and pay any associated hospital credentialing fees.
- 9 E. Not to discriminate against any person because of color, sex, age, race, creed,
10 disability, religion, nationality, veteran or citizenship status in the performance of
11 any duty imposed by the Agreement.

12 **III. LOCUM TENENS FEES:**

13 COUNTY agrees to pay all fees as outlined in this Agreement. COUNTY will be
14 billed monthly for services rendered, with payment due immediately upon receipt of
15 invoice. All health care provider service hours will be rounded up to the nearest quarter
16 hour and prorated accordingly.

17 **IV. PERMANENT HEALTH CARE PROVIDER PLACEMENT:**

18 In lieu of a recruitment fee, the COUNTY agrees to not hire any health care provider
19 introduced by CONTRACTOR, for a period of two (2) years from the initial date that the
20 CONTRACTOR refers the health care provider to the COUNTY.

21 **V. TERMS AND RATES:**

22 The term of this general Agreement will be for periods of one year unless cancelled
23 as described in Section VI TERMINATION. The specific term of the locum tenens
24 coverage will be detailed.

25 **Weekday Rates:**

26 \$165.00 to \$225.00 per hour based on health care provider compensation
27 requirements. Minimum eight (8) hours per day / forty (40) hours per week.
28

1 **Overtime Rates:**

2 \$247.50 to \$337.50 per hour for hours worked over forty (40) hours per week or eight
3 (8) hours per day.

4 **Night Call Rates:**

5 \$247.50 to \$337.50 per night. After regularly scheduled shift Monday through Friday.
6 Overtime applies for time worked while on call.

7 **Weekend Call Rates:**

8 \$636.00 to \$916.00 per day. A weekend day is equal to twenty-four (24) hours. No
9 proration for partial days. Overtime applies for time worked while on call.

10 **Holiday Rates:**

11 Equal to one and one-half times all normal weekday work (eight (8) hours) and call
12 rates. Holiday rate applies to weekday/weekend holiday coverage. Recognized
13 Holidays are: New Year's, Easter, Memorial Day, Independence Day, Labor Day,
14 Thanksgiving Day, Christmas Day and any other holiday recognized at the
15 COUNTY's facility.

16 **VI. TERMINATION:**

17 Either party may cancel this Agreement without cause by giving thirty (30) days
18 written notice or may cancel immediately with cause. Such cause, other than for medical
19 impropriety, may be submitted for binding arbitration. CONTRACTOR will make every
20 effort to replace any health care provider removed with cause. In the event of an arranged,
21 scheduled or ongoing locum tenens assignment, COUNTY shall give written notice to
22 CONTRACTOR no less than thirty (30) days prior to cancellation or termination of the
23 assignment. In the event of failure to give the required notice, COUNTY shall pay the total
24 sum due for any scheduled and confirmed locum tenens services for the period ending
25 thirty (30) days from the date of cancellation.

26 **VII. DEFAULT:**

27 Failure to make any payments when due or perform any of the covenants contained in
28 this Agreement, CONTRACTOR may, at its option, declare the entire contract null and
void, and CONTRACTOR shall be released from all obligation in law or equity to continue

1 performance under this Agreement and may further recall, without notice, any health care
2 provider(s) under contract. Legal action may be initiated to recover all delinquent payments
3 or installments, plus interest, costs of court and attorney's fees as may be legally
4 appropriate in the event of any breach of any of the terms of this Agreement. Interest shall
5 be assessed at the rate of two percent (2%) per month on amounts past due, or the
6 maximum allowed by law, whichever is less.

7 **VIII. MISCELLANEOUS:**

- 8 A. The locum tenens health care provider(s) will perform professional services as an
9 independent contractor.
- 10 B. COUNTY represents and warrants that COUNTY and/or any health care provider
11 or staff employed by or associated with COUNTY is not currently under
12 investigation by any state or federal government agency for Medicare or Medicaid
13 false claims, fraud or abuse; and/or have not been sanctioned by a state or federal
14 government agency; and are not excluded from participating in the Medicare or
15 Medicaid programs and that no exclusion proceedings are pending.
- 16 C. COUNTY must inform CONTRACTOR of any incident or claim involving a
17 CONTRACTOR health care provider(s).
- 18 D. If any one or more of the provisions contained in this Agreement shall be deemed
19 invalid, not enforced, or unenforceable, the validity and enforceability of the
20 remaining provisions shall not be impaired.
- 21 E. The term of this Agreement is for a period of one year unless thirty (30) days
22 written notice of cancellation is given by either party.
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**EXHIBIT B - MENTAL HEALTH
LAWS, REGULATIONS AND POLICIES**

CONTRACTOR NAME: Jackson and Coker
PROGRAM NAME: Managed Care
DEPARTMENT ID: 4100209846.74700.525440

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

General Regulations

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

Government Code 26227 (Contracting with County)

Riverside County Mental Health Plan

Riverside County Mental Health Plan Provider Manual

Adult System of Care

California Welfare and Institutions Code Sections 5689 et seq.

Case Management/Service Regulations

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

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

Welfare and Institutions Code 17608.05 (Maintenance of Effort)

42 Code of Federal Regulations 438.608 (Program Integrity Requirements)

1 California Welfare & Institutions Code Sections 5600.4 and 5699.4

2 Charges and Billing (Financial Regulations)

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

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

6 Government Code 8546.7 (Audits)

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

8 Centers for Medicare and Medicaid Services Manual

9 Child Abuse Reporting/Child Support

10 California Penal Code Sections 11164 – 11174.4 et seq.

11 Family Code, Section 5200 (Child Support)

12 Children System of Care

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

14 Community Care Facilities

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

17 Community Residential Treatment Program

18 California Welfare & Institutions Code Sections 5150 to 5152, 5600.2 to 5600.9 and
19 5699 to 5672 (Community Treatment)

20 California Welfare & Institutions Code Section 5670 et seq.

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

22 Confidentiality

23 California Welfare & Institutions Code Section 5328 - 5330

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

2 45 CFR Parts 160 and 164 (Standards for Privacy of Individually Identifiable Health
3 Information)

4 Elderly and Dependent Adult Abuse Reporting

5 California Welfare & Institutions Code Sections 15600 et seq.

6 Health Care Facilities

7
8 California Code of Regulations, Title 22, Division 5 (Social Security, Licensing and
9 Certification of Health Facilities, Home Health Agencies, Clinics, and Referral Agencies)

10 Homeless Mentally Disabled

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

12 California Welfare & Institutions Code Section 5680 et seq.

13 Life Support

14 California Welfare & Institutions Code Section 4075 to 4078

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

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

17 Medication Protocol

18
19 Riverside County Mental Health "Psychotropic Medication Protocols for Children and
20 Adolescents" Publication

21
22 Riverside County Mental Health "Medication Guidelines" Publication

23 Minors in Health Care Facilities

24 California Welfare & Institutions Code Section 5751.7

25 Negotiated Net Amount and Negotiated Net Agreements

26 California Welfare and Institutions Code Sections 5705 and 5716
27
28

1 Non Discrimination

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

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

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

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

6 Patients Rights

7 California Welfare & Institutions Code Sections 5325 et seq.

8 California Code of Regulations, Title 22, Section 70707

9 Policies

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

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

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

14 County and Departmental policies, as applicable to this Agreement

15 CRF, Title 42, Section 438.214 (a-e) Credentialing, re-credentialing requirements.

16 CRF, Title 42, Section 438.10 (f) (5) 15 days termination notice to beneficiaries.

17 CRF, Title 42, Section 438.608 Program integrity requirements

18 Quality Assurance

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

20 Short-Doyle/Medi-Cal

21 California Code of Regulations, Title 22, Division 3

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

EXHIBIT C
REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: Jackson & Coker
PROGRAM NAME: Managed Care
DEPARTMENT ID: 4100209846.74700.525440

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:

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

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

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

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

N/A The final year-end settlement for Medi-Cal services (only) shall be based on final State approved Medi-Cal units, multiplied by the actual allowable cost per unit of service provided; or the Riverside County Maximum Allowable Rate (RCMAR); or Drug Medi-Cal rate; or customary charges (published rate), whichever is the lowest rate, less

1 revenue collected. In addition, all year-end settlement for Drug Medi-
2 Cal services shall be less a COUNTY administrative fee.

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

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

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

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

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

23 B. MAXIMUM OBLIGATION:

24 COUNTY'S maximum obligation for FY 2013/2014 shall be \$756,000 subject to
25 availability of applicable Federal, State, local and/or COUNTY funds.

26 C. BUDGET:

27 Schedule I presents (for budgetary and planning purposes only) the budget details
28 pursuant to this Agreement. Where applicable, Schedule I contains Department
Identification number (Dept. ID), Program Code, billable and non-billable mode(s) and
service function(s), units, expected revenues, maximum obligation and source of
funding pursuant to this Agreement.

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D. MEDI-CAL (MC):

1. With respect to services provided to Medi-Cal beneficiaries, CONTRACTOR shall comply with applicable Medi-Cal cost containment principles where reimbursement is based on actual allowable cost, approved Medi-Cal rate, RCMAR, Drug Medi-Cal rate, or customary charges (published rate), whichever rate is lower, as specified in Title 19 of the Social Security Act, Title 22 of the California Code of Regulations and applicable policy letters issued by the State. All cost containment reimbursement rates for Drug Medi-Cal shall include a COUNTY administrative fee.
2. RCMAR is composed of Local Matching Funds and Federal Financial Participation (FFP).

E. REVENUES:

As applicable:

1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the Welfare & Institutions Code, and as further contained in the State Department of Health Care Services Revenue Manual, Section 1, CONTRACTOR shall collect revenues for the provision of the services described pursuant to Exhibit A. Such revenues may include but are not limited to, fees for services, private contributions, grants or other funds. All revenues received by CONTRACTOR shall be reported in their annual Cost Report, and shall be used to offset gross cost.
2. CONTRACTOR shall be responsible for checking and confirming Medi-Cal eligibility for its patient(s)/client(s) prior to the patient(s)/client(s) receiving services(s) and prior to services being billed in order to ensure proper billing of Medi-Cal eligible services for all applicable patient(s)/clients(s).
3. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance, Medicare, or other third party benefits shall be determined by the CONTRACTOR at all times for billing or service purposes. CONTRACTOR shall pursue payment from all potential sources in sequential order, with Medi-Cal as payor of last resort.
4. CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare certified and if CONTRACTOR staff is enrolled in Medicare program), then

1 insurance and then first party. In addition, CONTRACTOR is responsible for
2 adhering to and complying with all applicable Federal, State and local Medi-
3 Cal and Medicare laws and regulations as it relates to providing services to
4 Medi-Cal and Medicare beneficiaries.

- 5 5. If a client has both Medicare or Insurance and Medi-Cal coverage, a copy of
6 the Medicare or Insurance Explanation of Benefits (EOB) must be provided to
7 the COUNTY within thirty (30) days of receipt of the EOB date.
- 8 6. CONTRACTOR is obligated to collect from the client any Medicare co-
9 insurance and/or deductible if the site is Medicare certified or if provider site is
10 in the process of becoming Medicare certified or if the provider is enrolled in
11 Medicare. CONTRACTOR is required to clear any Medi-Cal Share of Cost
12 amount (s) with the State. CONTRACTOR is obligated to attempt to collect
13 the cleared Share of Cost amount (s) from the client. CONTRACTOR must
14 notify the COUNTY in writing of cleared Medi-Cal Share of Cost (s) within
15 seventy two (72) hours (excluding holidays) of the CONTRACTOR'S received
16 notification from the State. CONTRACTOR shall be responsible for faxing
17 the cleared Medi-Cal Share of Cost documentation to fax number (951) 955-
18 7361 OR to your organization's appropriate COUNTY Region or Program
19 contact. Patients/clients with share of cost Medi-Cal shall be charged their
20 monthly Medi-Cal share of cost in lieu of their annual liability. Medicare
21 clients will be responsible for any co-insurance and/or deductible for services
22 rendered at Medicare certified sites.
- 23 7. If and when applicable, all other clients will be subject to an annual sliding fee
24 schedule by CONTRACTOR for services rendered, based on the
25 patient's/client's ability to pay, not to exceed the CONTRACTOR'S actual
26 charges for the services provided. In accordance with the State Department of
27 Health Care Services Revenue Manual, CONTRACTOR shall not be penalized
28 for non-collection of revenues provided that reasonable and diligent attempts
are made by the CONTRACTOR to collect these revenues. Past due
patient/client accounts may not be referred to private collection agencies. No
patient/client shall be denied services due to inability to pay.

- 1 8. If and where applicable, CONTRACTOR shall submit to COUNTY, with
2 signed contract, a copy of CONTRACTOR'S customary charges (published
3 rates).
- 4 9. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays) above
5 and beyond the Contracted Schedule I rate, the CONTRACTOR must notify the
6 COUNTY within each fiscal year contract period of performance.
- 7 10. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client
8 fees. Notification must be made within ten (10) days following any fee increase.

9 **F. REALLOCATION OF FUNDS:**

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

G. RECOGNITION OF FINANCIAL SUPPORT:

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

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H. PAYMENT:

1. Monthly reimbursements may be withheld and recouped at the discretion of the Director or its designee due to material contract non-compliance, including audit disallowances, invoice(s), or contract overpayment, and/or adjustments or disallowances resulting from the COUNTY Contract Monitoring Review (CMT), COUNTY Program Monitoring, Federal or State Audit, and/or the Cost Report Reconciliation/Settlement process.
2. In addition, if the COUNTY determines that there is any portion (or all) of the CONTRACTOR invoice(s) that cannot be substantiated, verified or proven to be valid in any way for any fiscal year, then the COUNTY reserves the right to disallow and/or withhold current and/or future payments from CONTRACTOR until valid, substantial proof of any and/or all items billed for is received, verified and approved by the COUNTY.
3. In addition to the annual CMT, Program Monitoring, and Cost Report Reconciliation/Settlement processes, the COUNTY reserves the right to perform impromptu CMTs without any prior written or verbal notice, or periodic system service reviews and subsequent deletes and denial monitoring for this agreement throughout the fiscal year in order to minimize and prevent COUNTY and CONTRACTOR loss and/or inaccurate billing and/or reports. The COUNTY, at its discretion, may withhold and/or offset invoices and/or monthly reimbursements to CONTRACTOR, at any time without prior notification to CONTRACTOR, for service deletes and denials that may occur in association with this agreement. COUNTY shall notify CONTRACTOR of any such instances of services deletes and denials and subsequent withholds and/or reductions to CONTRACTOR invoices or monthly reimbursements.
4. Notwithstanding the provisions of Paragraph H-1 and H-2 above, CONTRACTOR shall be paid in arrears based upon the actual units of services provided and entered into the COUNTY'S specified Electronic Management Information System (MIS).
 - a. CONTRACTOR will be responsible for entering all service related data into the COUNTY's MIS (i.e. Provider Connect or CalOMS) on a

1 monthly basis and approving their services in the MIS for electronic
2 batching (invoicing) and subsequent payment.

3 b. CONTRACTOR must also submit to the COUNTY a signed Program
4 Integrity Form (PIF) (**attached as Exhibit C, Attachment A**) signed by
5 the Director or authorized designee of the CONTRACTOR organization.
6 This form must be faxed and/or emailed (PDF format only) to the
7 COUNTY at 1) for Mental Health fax to: (951) 955-7361, 2) for
8 Substance Abuse fax to: (951) 683-4904, and/or emailed to
9 ELMR_PIF@rcmhd.org. The CONTRACTOR PIF form must be
10 received by the COUNTY via fax and/or email for the prior month no
11 later than 5:00 p.m. on the fifth (5th) working day of the current month.

12 c. Failure by the CONTRACTOR to enter and approve all applicable
13 services into the MIS for the applicable month, and faxing and/or
14 emailing the signed PIF, will delay payment to the CONTRACTOR
15 until the required documents as outlined herein are provided.

16 d. CONTRACTOR is required to enter all units of service into the
17 COUNTY'S MIS for the prior month no later than 5:00 p.m. on the
18 fifth (5th) working day of the current month for electronic batching.
19 Late entry of services into the COUNTY'S MIS may result in
20 financial and/or service denials and/or disallowances to the
21 CONTRACTOR.

22 5. CONTRACTOR shall work with their respective COUNTY Regions or
23 Programs to generate a monthly invoice for payment through the MIS batching
24 process. In addition, the COUNTY will work with the CONTRACTOR to
25 access data in the MIS in order for the CONTRACTOR to provide a quarterly
26 report to their designated COUNTY Region/Program describing outcomes, and
27 progress updates and services delivered based upon the contract's Exhibit A
28 "Scope of Work".

6. CONTRACTOR shall provide the COUNTY with all information necessary for
the preparation and submission to the State, if applicable, for all billings, and
the audit of all billings.

1 7. In order to insure that CONTRACTOR will receive reimbursement for services
2 rendered under this agreement, CONTRACTOR shall be responsible for
3 notifying Medi-Cal if at any time CONTRACTOR discovers or is made aware
4 that client Medicare and/or Insurance coverage has been terminated or
5 otherwise is not in effect.

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

10 I. 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 Program
13 Code (formerly known as RU number), an annual Cost Report with an
14 accompanying financial statement and applicable supporting documentation to
15 reconcile to the Cost Report within one of the length of times as follows and as
16 indicated below by an "X":

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

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

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

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

28 3. CONTRACTOR shall follow all applicable Federal, State and local regulations
and guidelines to formulate proper cost reports, including but not limited to
OMB-circular A-122, OMB-circular A-87, etc.

It is mandatory that the CONTRACTOR send one representative to the cost
report training annually that is held by COUNTY that covers the preparation of

1 the year-end Cost Report. The COUNTY will notify CONTRACTOR of the
2 date(s) and time(s) of the training. Attendance at the training is mandatory
3 annually in order to ensure that the Cost Reports are completed appropriately.
4 Failure to attend this training will result in delay of any reimbursements to the
CONTRACTOR.

- 5 5. CONTRACTOR will be notified in writing by COUNTY, if the Cost Report
6 has not been received within the specified length of time as indicated in
7 Section I, paragraph 1 above. Future monthly reimbursements will be
8 withheld if the Cost Report contains errors that are not corrected within ten
9 (10) calendar days of written or verbal notification from the COUNTY.
10 Failure to meet any pre-approved deadlines and/or extension will immediately
11 result in the withholding of future monthly reimbursements.
- 12 6. The Cost Report shall serve as the basis for year-end settlement to
13 CONTRACTOR including a reconciliation and adjustment of all payments
14 made to CONTRACTOR and all revenue received by CONTRACTOR. Any
15 payments made in excess of Cost Report settlement shall be repaid upon
16 demand, or will be deducted from the next payment to CONTRACTOR.
- 17 7. All current and/or future payments to CONTRACTOR will be withheld by the
18 COUNTY until all final, current and prior year Cost Report (s) have been
19 reconciled, settled and signed by CONTRACTOR, and received and approved
20 by the COUNTY.
- 21 8. CONTRACTOR shall report Actual Costs separately, if deemed applicable and
22 as per CONTRACTOR Schedule I, to provide Contract Client Ancillary
23 Services, Prescriptions, Health Maintenance Costs, and Flexible funding costs
24 under this agreement on the annual cost report. Where deemed applicable,
25 Actual Costs for Indirect Administrative Expenses shall not exceed the
percentage of cost as submitted in the CONTRACT Request for Proposal or
Cost Proposal(s).

26 J. BANKRUPTCY:

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

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

4 **K. AUDITS:**

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

1 year's Agreements may result in contract payment withholding and/or a
2 disallowance to be paid in full upon demand.

3 L. TRAINING:

- 4 1. CONTRACTOR understands that as the COUNTY implements its current
5 MIS to comply with Federal, State and/or local funding and service delivery
6 requirements, CONTRACTOR will, therefore, be responsible for sending at
7 least one representative to receive all applicable COUNTY training associated
8 with, but not limited to, applicable service data entry, client registration,
9 billing and invoicing (batching), and learning how to appropriately and
10 successfully utilize and/or operate the current and/or upgraded MIS as
11 specified for use by the COUNTY under this agreement. The COUNTY will
12 notify the CONTRACTOR when such training is required and available.

13 /Rev. KS/AM/NE/SL/LT 13/14

CONTRACT FOR FY 2013/2014
PAGE 1 OF 1

SCHEDULE I
MENTAL HEALTH

CONTRACT PROVIDER NAME: JACKSON AND COKER
PROGRAM NAME: MANAGED CARE
DEPT ID/PROGRAM: 4100209846 - 74700 - 525440
REGION/POPULATION: N/A

FISCAL YEAR: 2013/2014
MONTHLY REIMBURSEMENT: NEGOTIATED RATE
YEAR END SETTLEMENT: N/A
SYSTEM RU #:

TYPE OF MODALITY	Outpatient Mental Health Services			Outpatient Mental Health Services			Outpatient Mental Health Services			TOTAL
RU#(s):										
MODE OF SERVICE:										
SERVICE FUNCTION:	WEEK DAY RATES (Therapy Sessions)	WEEKDAY OT RATES (Therapy Sessions)	HOURS	NIGHT CALL RATES (Therapy Sessions)	WEEKEND CALL RATES (Therapy Sessions)	HOLIDAY RATES (Therapy Sessions)				
PROCEDURE CODES:										
UNIT MEASUREMENT:	HOURS	HOURS	HOURS	NIGHT (PER NIGHT)	DAY (24 HOURS)	HOURS				
NUMBER OF UNITS:	3,360	0	0	0	0	0				
COST PER UNIT:	\$225.00	\$337.50	\$337.50	\$337.50	\$916.00	\$337.50				
GROSS COST:	\$756,000	\$0	\$0	\$0	\$0	\$0				\$756,000
LESS REVENUES COLLECTED BY CONTRACTORS:										
A. PATIENT FEES	\$0	\$0	\$0	\$0	\$0	\$0				\$0
B. OTHER	\$0	\$0	\$0	\$0	\$0	\$0				\$0
TOTAL CONTRACTOR REVENUES	\$0	\$0	\$0	\$0	\$0	\$0				\$0
MAXIMUM OBLIGATION	\$756,000	\$0	\$0	\$0	\$0	\$0				\$756,000
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:										
A: MEDICAL FFP	\$378,000	\$0	\$0	\$0	\$0	\$0				\$378,000
B: FEDERAL FUNDS	\$0	\$0	\$0	\$0	\$0	\$0				\$0
C: REALIGNMENT FUNDS	\$0	\$0	\$0	\$0	\$0	\$0				\$0
D: STATE FUNDS	\$378,000	\$0	\$0	\$0	\$0	\$0				\$378,000
E: COUNTY FUNDS	\$0	\$0	\$0	\$0	\$0	\$0				\$0
F: OTHER:	\$0	\$0	\$0	\$0	\$0	\$0				\$0
TOTAL (ALL FUNDING SOURCES)	\$756,000	\$0	\$0	\$0	\$0	\$0				\$756,000

FUNDING SOURCES DOCUMENT: _____ Date: 10/15/13
 ADMIN SVCS ANALYST SIGNATURE: *[Signature]* Date: 10/15/13
 FISCAL SERVICES SIGNATURE: *[Signature]* Date: 10/15/13
 PREPARED BY: Lori Tilledo Date: 10/9/2013