

**OASIS
REHABILITATION, INC.**

**PEER SUPPORT
AND
RESOURCE SERVICE
CENTER
AGREEMENT**

COUNTY OF RIVERSIDE
DEPARTMENT OF MENTAL HEALTH



This agreement is made and entered into by and between the County of Riverside, a political subdivision of the state of California, hereinafter referred to as COUNTY and Oasis Rehabilitation Center, Inc., hereinafter referred to as CONTRACTOR.

PREAMBLE

WHEREAS, California voters approved Proposition 63 during the November 2004 General Election. Proposition 63, the Mental Health Services Act [hereinafter "MHSA"], became effective on January 1, 2005. Through imposition of a 1% tax on personal income in excess of \$1 million, the MHSA provides the opportunity for the State to provide increased funding, personnel and other resources to support County Community Services and Supports Peer Recovery Support Services Work Plan and monitor progress toward statewide goals.

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

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

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

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

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto mutually agree, as provided on pages 1 through 30 and Exhibits A, B, and C, attached hereto and incorporated herein.

CONTRACTOR

By: [Signature]

Print Name: Kent Dunlap, Sr. VP

Date: 10-29-2013

COUNTY

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

Date: DEC 10 2013

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

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1
2 DESCRIPTION OF SERVICES:

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

5
6 PERIOD OF PERFORMANCE:

7 This Agreement shall be effective on July 1, 2013, and continue in effect through June
8 30, 2014. The Agreement may thereafter be renewed annually, up to an additional four (4)
9 years, subject to the availability of funds.

10
11 REIMBURSEMENT AND PAYMENT:

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

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

18
19 PROGRAM SUPERVISION, MONITORING AND REVIEW:

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

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

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

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

19 V

20 INDEPENDENT CONTRACTOR:

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

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

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

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

25 VI

26 LICENSE(S)/CERTIFICATION(S):

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

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

8 VII

9 ADMINISTRATIVE CHANGE IN STATUS:

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

19 VIII

20 DELEGATION AND ASSIGNMENT:

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

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

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

5 IX

6 ALTERATION:

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

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

16 X

17 INDEMNIFICATION:

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

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

3 XI

4 INSURANCE:

5 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold
6 harmless the County of Riverside and the State of California, CONTRACTOR shall procure
7 and maintain or cause to be maintained, at its sole cost and expense, the following
8 insurance coverages during the term of this Agreement. As respects to the insurance
9 section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts,
10 Special Districts, and Departments, their respective directors, officers, Board of
11 Supervisors, employees, elected or appointed officials, agents, or representatives as
12 Additional Insureds.

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

20 B. Commercial General Liability: Commercial General Liability insurance coverage,
21 including but not limited to, premises liability, contractual liability, completed operations,
22 personal and advertising injury covering claims which may arise from or out of
23 CONTRACTOR'S performance of its obligations hereunder, whether such operations, use
24 or performance by CONTRACTOR, and, including but not limited to, any subcontractor,
25 vendor, or anyone employed directly or indirectly by them or volunteers serving either of
26 them. Policy shall name all Agencies, Districts, Special Districts, and Departments of the
27 County of Riverside, the State of California, their respective directors, officers, Board of
28 Supervisors, employees, elected and appointed officials, agents or representatives as
29 Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per

1 occurrence combined single limit. If such insurance contains a general aggregate limit, it
2 shall apply separately to this agreement or be no less than two (2) times the occurrence
3 limit.

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

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

26 E. General Insurance Provisions - All lines:

27 1. Any insurance carrier providing insurance coverage hereunder shall be
28 admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII
29 (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If

1 the County's Risk Manager waives a requirement for a particular insurer such waiver is only
2 valid for that specific insurer and only for one policy term.

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

13 3. The CONTRACTOR shall cause their insurance carrier(s) to furnish the
14 County of Riverside with: 1) a properly executed original Certificate(s) of Insurance and
15 certified original copies of Endorsements effecting coverage as required herein; or, 2) if
16 requested to do so orally or in writing by the COUNTY Risk Manager, provide original
17 Certified copies of policies including all Endorsements and all attachments thereto, showing
18 such insurance is in full force and effect. Further, said Certificate(s) and policies of
19 insurance shall contain the covenant of the insurance carrier(s) and shall provide no less
20 than thirty (30) days written notice be given to the County of Riverside prior to any material
21 modification or cancellation of such insurance. In the event of a material modification or
22 cancellation of coverage, this Agreement shall terminate forthwith, unless the County of
23 Riverside receives, prior to such effective date, another properly executed original
24 Certificate of Insurance and original copies of endorsements or certified original policies,
25 including all endorsements and attachments thereto evidencing coverages and the
26 insurance required herein is in full force and effect. Individual(s) authorized by the
27 insurance carrier to do so on its behalf shall sign the original endorsements for each policy
28 and the Certificate of Insurance. Certificates of insurance and certified original copies of
29 Endorsements effecting coverage as required herein shall be delivered to Riverside County

1 Mental Health Department, P.O. Box 7549, Riverside, CA 92513-7549, Contracts Division.
2 CONTRACTOR shall not commence operations until the County of Riverside has been
3 furnished original Certificate(s) of Insurance and certified original copies of endorsements
4 or policies of insurance including all endorsements and any and all other attachments as
5 required in this Section.

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

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

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

16 XII

17 LIMITATION OF COUNTY LIABILITY:

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

21 XIII

22 WARRANTY AGAINST CONTINGENT FEES:

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

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

3 XIV

4 NONDISCRIMINATION:

5 A. Employment:

6 1. Affirmative Action shall be taken to ensure that applicants are employed, and
7 that employees are treated during employment, without regard to their race, religion, color,
8 sex, national origin, age, sexual preference, or physical or mental handicap. Such
9 affirmative action shall include, but not be limited to the following: employment, upgrading,
10 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of
11 pay or other forms of compensation; and selection for training, including
12 apprenticeship/internship. There shall be posted in conspicuous places, available to
13 employees and applicants for employment, notices from DIRECTOR (or his designee)
14 and/or the United States Equal Employment Opportunity Commission setting forth the
15 provisions of this Section.

16 2. All solicitations or advertisements for recruitment of employment placed by or
17 on behalf of CONTRACTOR shall state that all qualified applicants will receive
18 consideration for employment without regard to race, religion, color, sex, national origin,
19 age, sexual preference, or physical/mental handicap.

20 3. Each labor union or representative of workers with which CONTRACTOR has
21 a collective bargaining Agreement or other contract or understanding must post a notice
22 advising the labor union or workers' representative of the commitments under this
23 Nondiscrimination Section and shall post copies of the notice in conspicuous places
24 available to employees and applicants for employment.

25 4. In the event of noncompliance with this section or as otherwise provided by
26 State and Federal law, this Agreement may be terminated or suspended in whole or in part
27 and CONTRACTOR may be declared ineligible from further contracts involving federal,
28 state or COUNTY funds.

29

1 C. CONTRACTOR shall participate in the COUNTY'S Management Information System
2 (MIS) as required by the DIRECTOR, or his designee. CONTRACTOR is required to report
3 program, individuals served and staff data about the CONTRACTOR'S program and
4 services, by the fifth (5th) working day of each month.

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

7 XVI

8 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

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

15 XVII

16 CONFIDENTIALITY OF PARTICIPANT INFORMATION:

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

26 A. The CONTRACTOR shall protect from unauthorized disclosure, confidential
27 participant identifying information obtained or generated in the course of providing services
28 pursuant to this Agreement except for non-identifying statistical information. The
29

1 CONTRACTOR shall not use identifying information for any purpose other than carrying out
2 the CONTRACTOR'S obligations under this Agreement.

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

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

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

19 E. Notification of Electronic Breach or Improper Disclosure: During the term of this
20 Agreement, CONTRACTOR shall notify COUNTY, immediately upon discovery of any
21 breach of Protected Health Information (PHI) and/or data, where the information and/or
22 data is reasonably believed to have been acquired by an unauthorized person. Immediate
23 notification shall be made to the COUNTY Mental Health Compliance Officer within two (2)
24 business days of discovery at (800) 413-9990. The CONTRACTOR shall take prompt
25 corrective action to cure any deficiencies and any action pertaining to such unauthorized
26 disclosure required by applicable Federal and State Laws and regulations. The
27 CONTRACTOR shall investigate such breach and provide a written report of the
28 investigation to the COUNTY Mental Health Compliance Officer, postmarked within thirty
29

1 (30) working days of the discovery of the breach to the address below:

2 Mental Health Compliance Officer
3 Riverside County Department of Mental Health
4 P.O. Box 7549
5 Riverside, CA 92513

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

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

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

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

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

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

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

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

24 XVIII

25 RECORDS:

26 All records shall be available for inspection by the designated auditors of COUNTY,
27 State Department of Health Care Services, State Department of Justice, State Department
28 of Mental Health Services and Oversight and Accountability Commission, U.S. Department
29 of Health and Human Services and the U.S Office of the Inspector General at reasonable

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

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

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

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

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

29

1 E. Shared Records/Information. CONTRACTOR and COUNTY shall maintain a
2 reciprocal shared record and information policy, which allows for sharing of participant
3 records and information between CONTRACTOR and COUNTY. Either COUNTY or
4 CONTRACTOR shall not release these participant records or information to a third party
5 without a valid authorization.

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

14 XIX

15 STAFFING:

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

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

1 1. A list of persons who are providing services hereunder by name, title,
2 professional degree, licensure, experience, credentials, Cardiopulmonary Resuscitation
3 (CPR) training, First Aid training, languages spoken, Race/Ethnicity with an option to select
4 "Prefer Not to Say" and any other information deemed necessary by the Director or
5 designee.

6 2. Personnel policies and procedures;

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

9 b. Resume/application, proof of current licensure, certification, registration;

10 c. List of Training, including cultural competency;

11 d. Annual job performance evaluation; and,

12 e. Personnel action document for each change in status of the employee.

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

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

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

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

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

28 G. In accordance with section 6032 of the Deficit Reduction Act of 2005, Contractor
29 shall establish and disseminate written policies for all employees that include detailed

1 information about the False Claims Act and the other provisions named in section
2 1902(a)(68)(A). Included in these written policies shall be detailed information about
3 contractor's policies and procedures for detecting and preventing fraud, waste, and abuse
4 in federal, state and local health care programs. Contractor shall also include in any
5 employee handbook a specific discussion of the laws described in the written policies, the
6 rights of employees to be protected as whistleblowers, and a specific discussion of
7 Contractor's policies and procedures for detecting and preventing fraud, waste and abuse.

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

14 XX

15 CULTURAL COMPETENCY:

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

1 organizational policies and procedures related to the programs offered to culturally diverse
2 populations. CONTRACTOR shall perform specific outcome studies, on-site reviews and
3 written reports as requested by COUNTY and make available to the COUNTY upon
4 request. CONTRACTOR shall provide services that meet the individual cultural needs of
5 the participant(s) served. CONTRACTOR shall ensure culturally competent services
6 includes:

- 7 1. A comprehensive management strategy to address culturally and linguistically
8 appropriate services, including strategic goals, plans, policies, procedures, and
9 designated staff responsible for implementation.
- 10 2. Appropriate interventions which acknowledge specific cultural influences.
- 11 3. CONTRACTOR agrees to comply with the COUNTY'S Cultural Competency Plan
12 as set forth in the Department's approved Cultural Competency Plan. The Cultural
13 Competency Plan may be obtained from the department's website at
14 <http://rcdmh.org/opencms> or by contacting the COUNTY'S Cultural Competency
15 Manager or designee.

16 Riverside County Department of Mental Health Cultural Competency Program

17 P.O. Box 7549

18 Riverside, California 92513

19 Attention: Cultural Competency Manager

20 Fax: 951-955-7206

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

The following format is recommended:

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

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

XXI

INFORMING MATERIALS

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

XXII

CONFLICT OF INTEREST:

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

XXIII

WAIVER OF PERFORMANCE:

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

4 XXIV

5 FEDERAL AND STATE STATUTES:

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

9 XXV

10 DRUG-FREE WORKPLACE CERTIFICATION:

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

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

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

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

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

- 28 1. Will receive a copy of the CONTRACTOR'S drug-free policy statement, and
- 29

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

3 G. After receipt of the Notice of Termination, pursuant to Paragraphs A, B, C, D, E or F
4 above, or the CONTRACTOR is notified that the Agreement will not be extended beyond
5 the performance period date, it is agreed that:

- 6 1. CONTRACTOR shall:
- 7 a. Continue to provide the same level of service as previously required under
8 the terms of this Agreement until the date of termination
 - 9 b. Stop all services under this Agreement on the date, and to the extent
10 specified, in the Notice of Termination;
 - 11 c. If participants are to be transferred to another program for services, furnish to
12 COUNTY, upon request, all participant information and documents deemed
13 necessary by COUNTY to affect an orderly transfer;
 - 14 d. If appropriate, assist COUNTY in effecting the transfer of participants in a
15 manner consistent with the best interest of the participants' welfare;
 - 16 e. Cancel outstanding commitments covering the procurement of materials,
17 supplies, equipment and miscellaneous items. In addition, CONTRACTOR shall
18 exercise all reasonable diligence to accomplish the cancellation of outstanding
19 commitments required by this Agreement. With respect to these canceled
20 commitments, the CONTRACTOR agrees to provide a written plan to Director (or
21 his designee) within thirty (30) days for settlement of all outstanding liabilities and
22 all 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 f. Transfer to COUNTY and deliver in the manner, at the times, and to the extent,
26 if any, as directed by COUNTY, any equipment, records or other documents
27 which, if the Agreement had been completed, would have been required to be
28 furnished to COUNTY; and
- 29

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

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

7 I. In instances where the CONTRACTOR agreement is terminated and/or allowed to
8 expire by the COUNTY and not renewed for a subsequent fiscal year, COUNTY reserves
9 the right to enter into settlement talks with the CONTRACTOR in order to resolve any
10 remaining and/or outstanding contractual issues, including but not limited to, financials,
11 services, billing, cost report, etc. In such instances of settlement and/or litigation,
12 CONTRACTOR will be solely responsible for associated costs for their organizations legal
13 process pertaining to these matters including, but not limited to, legal fees, documentation
14 copies, and legal representatives. CONTRACTOR further understands that if settlement
15 agreements are entered into in association with this agreement, the COUNTY reserves the
16 right to collect interest on any outstanding amount that is owed by the CONTRACTOR back
17 to the COUNTY at a rate of no less than 5% of the balance.

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

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

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26 XXVII

27 DISPUTE:

28 In the event of a dispute between a designee of the DIRECTOR and the
29 CONTRACTOR over the execution of the terms of this Agreement and/or the quality of the

1 services being rendered, the CONTRACTOR may file a written protest with the appropriate
2 Program/Regional Manager of the COUNTY. CONTRACTOR shall continue with the
3 responsibilities under this agreement during any dispute. The Program/Regional Manager
4 shall respond to the CONTRACTOR in writing within ten (10) working days. If the
5 CONTRACTOR is dissatisfied with the Program/Regional Manager's response the
6 CONTRACTOR may file successive written protests up through the Department of Mental
7 Health's administrative levels of Assistant Director-Programs, Assistant Director-
8 Administration, and (finally) DIRECTOR. Each administrative level shall have twenty (20)
9 working days to respond in writing to the CONTRACTOR. The DIRECTOR'S decision shall
10 be final.

11 XXVIII

12 SEVERABILITY:

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

19 XXIX

20 VENUE:

21 This Agreement shall be construed and interpreted according to the laws of the State of
22 California. Any action at law or in equity brought by either of the parties hereto for the
23 purpose of enforcing a right or rights provided by this Agreement shall be tried in a court of
24 competent jurisdiction in the COUNTY OF RIVERSIDE, CALIFORNIA, and the parties
25 hereby waive all provisions of law providing for a change of venue in such proceedings in
26 any other county.

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XXX

NOTICES:

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

COUNTY:

County of Riverside
Board of Supervisors
4080 Lemon Street, 5th floor
Riverside, CA 92501

INFORMATIONAL COPY:

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

CONTRACTOR:

Oasis Rehabilitation Center, Inc.
1501 Hughes Way, Suite 150
Long Beach, CA 90810

PEER SUPPORT AND RESOURCE CENTERS-DESERT REGION

EXHIBIT A

CONTRACTOR NAME: OASIS REHABILITATION CENTER

REPORTING UNIT NUMBER: 33HFNP – DESERT

A. MISSION OF THE CONTRACT:

CONTRACTOR will provide peer support services that are developed and provided by mental health consumers, to transition age youth, adults, and older adults who have serious mental illness (SMI). Services will include information and referral; outreach and engagement; support, education, training, and advocacy to MH consumers. These services will be complimentary to services provided by the Department, and will facilitate and promote recovery and empowerment of mental health consumers.

Services will address the diverse needs of the Desert region communities, including the needs of individuals who are dually diagnosed (mentally ill and chemically dependent); hearing and sight impaired; family members, caregivers and significant others of mentally ill individuals; gender-specific needs of women, men, gays/lesbians/trans-gendered individuals; and services for mono-lingual Spanish speaking individuals. Services will be modified based on recommendations by the Department or the CONTRACTOR's Advisory Board.

Current or past consumers of the Riverside County Department of Mental Health (RCDMH) have priority for services. RCDMH will identify and refer individuals to the Peer Center, but a Department referral is not required for a qualified individual to participate in Peer Center activities.

B. GOALS AND OBJECTIVES: The goals of the Peer Center are to:

- Promote a high quality of life for all members and reduce stigma experienced by members.

- Empower people with psychiatric disabilities to change and improve their lives, and provide them with a loving, safe, nonjudgmental place where they can find community, information, resources and support.
- Offer people with psychiatric disabilities opportunities for self-help, volunteerism in the community, mentoring and mutual support.
- Expand the employment of consumers, including employment in the mental health system.
- To support recovery as defined by the consumer.

C. GEOGRAPHICAL AREAS TO BE SERVED AND HOURS OF OPERATION:

Sites of Operation:

1. **Primary Site:** CONTRACTOR will operate the primary site in the Indio area with easy access to public transportation (e.g., along Highway 111) and with convenient and adequate amount of parking. This site will be known as the Harmony Center. The environment shall be healthy and safe, and the physical appearance and condition of the facility shall be adequate. Site shall comply with ADA requirements. Currently the Indio site is located at 81-840 Avenue 46, Suite 107, Indio, California, 92201. The Peer Center will operate the Indio site a minimum of 45 hours per week, and will inform the COUNTY if they change their hours of operation.

2. CONTRACTOR will operate a peer center in the Palm Desert area with easy access to public transportation and with convenient and adequate amount of parking. The environment shall be healthy and safe, and the physical appearance and condition of the facility shall be adequate. Site shall comply with ADA requirements.

3. CONTRACTOR will operate a peer center referred to as Harmony Center West currently located at 2781 West Ramsey Street, Unit #6, Banning, CA. The Harmony Center West shall be open a minimum of 4 days per week with hours of operation from 8:30 a.m. until 4:30 p.m. Classes will be offered during the hours of 10:00 am until 3:30 p.m. on Tuesdays through Fridays.

4. CONTRACTOR will operate a smaller Peer Center in Blythe. The Blythe Peer Center will be open a minimum of one day (6 hours) per week. The Banning Peer Center will operate a minimum of three days a week (6 hours per day).

5. Warm Line operates from 8:00am to 9:00pm seven days a week and services the whole Desert Region.

6. These hours are the same for both TAY and Adult Peer Centers. Both the Banning and Blythe Peer Centers will have at least some separate activities for TAY and Adult consumers.

D. PEER MEMBER ORIENTATION:

All new consumers shall be oriented to the services, requirements, and physical layout of the Peer Center. Orientation will occur at least weekly. Orientation shall be facilitated by a peer consumer. CONTRACTOR will publish and distribute a calendar of groups and events at least 10 days prior to the first of each month.

1. Consumers shall be referred promptly for medical or psychiatric evaluation when deemed appropriate by staff.
2. A comprehensive directory of community resources shall be available and up to date.
3. Consumers shall be encouraged to utilize the services of community resources and given all possible assistance in doing so.
4. Staff shall insure the Peer Center maintains a recovery-oriented, peer-directed environment which creates a sense of fellowship and mutual support that is evident throughout the program.
5. A non-drinking, drug-free environment shall be maintained.
6. Program participants shall be actively involved in both the development and maintenance of the program and in the support of Peer Center's policies.
7. Translation services, TTY phones and telephone translation services will be available and used as needed by CONTRACTOR.

8. The paid staff of the Peer Center may discontinue services to any individual who unable to comply with Center's rules governing members' behavior.

E. SERVICES TO BE PROVIDED BY THE CONTRACTOR:

Core services to be provided include:

1. Information and Referral: Useful and accurate information provided to consumers on issues regarding mental illness, chemical dependency, employment, housing, social supports, legal aid, benefits and income supports, self-help groups, recreation and sports activities, etc. New verified resources relevant to peer support will be reported to the County's program monitor on a monthly basis, so RCDMH can add them to the Department's Network of Care website.

2. Benefits: Consumers will be provided information and assistance regarding disability benefits and entitlements, including help with the application process. CONTRACTOR will track consumers who receive assistance with acquiring benefits, and will notify RCDMH of any consumer CONTRACTOR successfully assists with acquiring SSI/SSDI, Medi-Cal, or other government entitlements.

3. Facilitate participation in community peer support groups: Consumers will be encouraged to participate in self-help groups such as AA, NA, Al-Anon, Alateen, CODA (Co-Dependents Anonymous), AMAC (Adults Molested as Children), Depression/Bi-polar Support, Family-to-Family, Peer-to-Peer and other support groups of interest to consumers. The Peer Center will facilitate access to these groups, either by facilitating consumers' attendance in the community, or by hosting these groups at Center sites.

4. Warm-Line: Consumer-provided, non-crisis telephone support that offers empowering peer-to-peer support, system navigation, linkage to services and information on a wide variety of mental health resources. The warm-line shall be accessible to deaf and non-English speaking consumers. The majority of Warm Line responders will be volunteer MH consumers. Volunteers who staff

the Warm Line will receive training regarding how to offer peer support to callers; how to recognize and respond to a crisis situation; what recovery resources are available in the region; how to access and utilize 12-step groups for support, etc. The Warm Line will be answered from 8:00am to 9:00pm, seven days a week.

5. Community/Social Involvement: A range of social, recreational, political, athletic and spiritual/philosophical activities will be offered both on- and off-site to increase opportunities for community integration. This could include, but is not limited to, sports league play; walks and hikes; attendance at performing arts programs, drop-in coffee hours, and activity classes designed around fun activities like dance, arts & crafts, etc. Consumers will be expected to help support the costs of desired outings (e.g., camping, going to a festival, etc.) by contributing to costs through fund-raising (e.g., having a raffle, car wash, or some other activity).

6. Structured Activities and Educational Groups: Skill-building groups that encourage learning and practicing recovery skills that are requested by consumers, and are approved by the Advisory Board, will be facilitated by peer consumers to expand consumers' opportunities to participate in the larger community. This could include, but is not limited to, cooking, nutrition, weight-loss support, Spanish or English language instruction, typing, computer skills, scrap-book making, sewing, fashion appreciation, make-up tips, dating tips, how to locate a roommate, budgeting/money management, learning business skills, learning about citizenship requirements, how to take the bus, etc. Groups and recovery skill-building activities for Spanish-speaking individuals, transition age youth, and gender-based groups will be provided.

7. Mental Health Recovery Education and Sharing: Groups that encourage consumers to share and practice recovery skills and concepts: the instillation of hope; consumer empowerment and choice; motivational stages of, and inspiration for change; spiritual and philosophical support; Wellness

Recovery and Action Planning (WRAP); developing safety plans; parent education; personal development and goal setting, etc. All groups will be facilitated by peer consumers.

Wellness Recovery Action Plan (WRAP) groups, based on the peer support curriculum by Mary Ellen Copeland, will be a key type of group in this component. WRAP is a structured system to help consumers monitor uncomfortable and distressing symptoms and to reduce, modify or eliminate those symptoms by using planned responses. All WRAP groups will be facilitated by peer consumers.

8. Employment Assistance: Support and assistance that encourages members' readiness for employment (interviewing skills, dressing for success, preparing for interviews, basic job skills, etc.); assisting consumers to find paid or volunteer jobs, and supporting those who are working to facilitate success. Outreach to community colleges and trade schools to identify vocational resources available to consumers. Celebrate members who successfully obtain and maintain paid or unpaid employment.

Provide access to computers, and provide computer assistance, so members can create résumés, and navigate internet access and job search sites.

Develop linkages with the State Employment Development Agency (EDA), State Department of Rehabilitation, local community colleges, RCDMH Vocational Services, and other Peer Support centers to expand access to employment supports.

9. Housing Assistance: Identify housing opportunities and resources; locate affordable, safe and clean housing; develop and encourage the use of a consumer-run roommate-finders service; and assist consumers in dealing with housing-related stigma and discrimination, including encouraging consumers to report such discrimination to the Federal authorities.

10. Transportation Skills: Encourage and support consumers to use the local bus; encourage the acquisition of driver's licenses, and purchasing cars. Encourage consumers to carpool.

11. Health & Wellness Services: Develop activities that support health and well being, e.g., trips to local Farmer's Markets to highlight healthy food choices, or visits to supermarkets to read food labels and understand basic nutrition. Encourage exercise, sports and recreational play. Provide information on smoking cessation and diabetes support. Link members with local health care providers and encourage members to receive needed health services.

12. Peer Support Outreach: Outreach to consumers currently being treated at COUNTY MH clinics to link consumers to the Peer Centers. Outreach will also be conducted to other community services and organizations to ensure members have good access to these services and supports.

13. Education/Training: Peer Centers will create linkages with local community colleges and Adult Education programs promote GED and ESL classes, and provide information and resources to consumers who want to go to college. Staff will schedule educational presentations by colleges, adult education providers, and trade schools to ensure that consumers receive information and resources to pursue their formal education (e.g., how to get financial aid, etc.).

14. Anti-stigma advocacy and education: Peer Centers will encourage members to educate the public and their communities about recovery from mental illness. This could include, e.g., establishing a Speaker's Bureau to give presentations at schools, churches, community centers, law enforcement, governmental meetings, developing "In our Own Voice" presentations, etc., participating in local health fairs, etc.

15. Excluded Services: The CONTRACTOR will not provide services at the Peer Center, or by the Peer Center staff, that are related to the treatment of mental illness, without written permission from the Department. This includes

medication education; group treatment or counseling; individual counseling; any form of therapy; mental health assessment; rehabilitation treatment or counseling; substance abuse treatment or counseling; crisis intervention, etc.

F. SERVICES TARGETED TO TRANSITIONAL AGE YOUTH (AGES 16-25):

The CONTRACTOR will dedicate specific staff to develop and provide consumer-run services to transition-age youth, in a facility separate from the adult (25+) members. TAY-dedicated positions will be staffed by consumers who have mental health treatment experience as a youth or young adult. TAY peer-provided services will address all of the above core services, and adapt them to the needs and preferences of TAY members.

G. STAFFING:

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

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

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

Employment of bilingual and bicultural staff is required for at least some of the paid staff positions.

The CONTRACTOR will recruit and support MH consumer volunteers who provide the full range of services, outreach, peer support activities and functions of the Peer Center.

The Peer Center will also develop and encourage member participation in volunteer opportunities within the community.

H. ADVISORY BOARD:

CONTRACTOR will develop and maintain an Advisory Board to guide service delivery and activity development at the Center. The Advisory Board directs the activities, provides recommendations for ongoing program development, and creates the Center's rules of conduct. These rules will apply to all members. The Board as a group may recommend to paid staff that a peer be suspended or expelled from the Peer Center for violating the rules of conduct, and paid Peer Center staff may suspend or expel members from the center for violating the rules. Any member suspended or expelled will be reported to the program monitor within 48 hours of the action.

Members of the Advisory Board will be recruited from the Desert region. All members of the Board will be MH consumers. Board membership will be a minimum of 10 members.

I. OUTCOME AND PERFORMANCE MEASURES:

1. Each Peer Support and Resource Center will serve at least 400 unique consumers a year; 40 unique consumers per day; and 200 unique consumers per month.
2. Each Peer Center will have had contact with (conducted outreach to) at least 50 consumers who are not yet members, per month.
3. Contractor will assist a minimum of 15 consumers to obtain either full-time or part-time paid employment, and keep the job for a minimum of 90 days, per year.
4. Contractor shall complete a consumer satisfaction and self-assessment survey each year, with at least 70% of consumers who attended the center at least three times. The goal is that at least 80% of surveyed persons shall be satisfied with activities of the Peer Center.

5. Contractor shall assist least 15 consumers per year to obtain disability income, insurance or other concrete benefits as a result of the Peer Center's support and advocacy.
6. Contractor will have assisted at least 15 consumers to obtain their identified educational objective per year (e.g., GED, completed ESL class, completed typing class, AA degree, etc.)
7. Contractor will give feedback to each staff person who makes a written referral of a consumer to the Peer Support Center, regarding the success of engaging the consumer in the Peer Center's activities. Contractor will report monthly:
 - the number of written referrals received;
 - the number of referred consumers who were successfully contacted; and
 - the number of consumers who were at least oriented to the Peer Support Center.

J. CONTRACTOR REPORTING REQUIREMENTS:

CONTRACTOR will submit monthly activity and performance reports to the COUNTY's program monitor, using a report format approved by the COUNTY, and which is consistent with the COUNTY's MHSA reporting to the State Department of Mental Health.

The following outlines the data that is required of the CONTRACTOR and the due dates.

MONTHLY:

Due no later than the 10th working day of the succeeding month.

- Invoicing
- Updated Staff and Volunteer Roster
- Center(s) operating hours
- Calendar Of Events (Include Workshops, Trainings, Recreational/Social Activities)

- Monthly Progress Report, which includes:
 1. the number of unique consumers who participated in the Peer Center monthly, and year to date;
 2. the list of workshops, groups, and activities held each month, and the number of consumers attending each activity;
 3. warm-line activity (number of calls and times, type of support given);
 4. outreach activities conducted and the number of consumers contacted via outreach;
 5. Advisory Board Agenda, attendance and Minutes (Agenda one day prior to meeting, minutes within 10 days of the meeting.)
 6. Number of members who obtained full or part-time employment during the month, and the number of members who have held a paid employment job for at least 90 days in the current month.

QUARTERLY: due no later than the thirty (30) days following the end of each three-month period.

- Cash Flow Statement (expenditure compared to budget).
- The number of unique consumers (unduplicated count) served at the Peer Center during the quarter.

OTHER: due as indicated below.

- Adverse Incidents (staff or consumer injury or crisis resulting in call to police or emergency personnel). (Verbally within 1 hour of incident and written within 48 hours.)
- Consumer Feedback and Surveys (Semi-Annually. No later than the 15th of January and July of each contract year.)

1 EXHIBIT B

2 LAWS, REGULATIONS AND POLICIES

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

7 General Regulations

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

9 Government Code 26227 (Contracting with County)

10 Adult System of Care

11 California Welfare and Institutions Code Sections 5689 et seq.

12 Case Management/Service Regulations

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

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

16 Welfare and Institutions Code 17608.05 (Maintenance of Effort)

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

18 California Welfare & Institutions Code Sections 5600.4 and 5699.4.

19 Charges and Billing (Financial Regulations)

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

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

23 Government Code 8546.7 (Audits)

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

25 Centers for Medicare and Medicaid Services Manual
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Child Abuse Reporting/Child Support

California Penal Code Sections 11164 – 11174.4 et seq.

Family Code, Section 5200 (Child Support)

Children System of Care

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

Community Care Facilities

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

Community Residential Treatment Program

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

California Welfare & Institutions Code Section 5670 et seq.

California Code of Regulations, Title 22, Division 6.

Confidentiality

California Welfare & Institutions Code Section 5328

California Welfare & Institutions Code Section 5330 (Monetary Penalties)

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

Elderly and Dependent Adult Abuse Reporting

California Welfare & Institutions Code Sections 15600 et seq.

Health Care Facilities

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

Homeless Mentally Disabled

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

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California Welfare & Institutions Code Section 5680 et seq.

Life Support

California Welfare & Institutions Code Section 4075 to 4078

DMH Letter 03-04 (Health Care Facility Rates)

DMH Letter 86-01 (Life Support Supplemental Rate)

Medication Protocol

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

Riverside County Mental Health "Medication Guidelines" Publication

Minors in Health Care Facilities

California Welfare & Institutions Code Section 5751.7

Negotiated Net Amount and Negotiated Net Agreements

California Welfare and Institutions Code Sections 5705 to 5716

Non Discrimination

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

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

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

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

Patients Rights

California Welfare & Institutions Code Sections 5325 et seq.

California Code of Regulations, Title 22, Section 70707

Policies

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

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

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

County and Departmental policies, as applicable to this Agreement

Quality Assurance

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

Short-Doyle/Medi-Cal

California Code of Regulations, Title 22, Division 3

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

Social Rehabilitation Programs

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

Special Education Pupils (AB 3632)

California Welfare & Institutions Code Section 18350 et seq.

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

Voter Registration

National Voter Registration Act of 1993

Rev. 03/10/04 nae

EXHIBIT C
REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: Oasis Rehabilitation Center, Inc.
PROGRAM NAME: MHSA CSS – Desert Peer Support & Resource Service
Center
DEPARTMENT ID: 4100209183-74700-536240

A. REIMBURSEMENT:

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

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

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

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

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

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

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

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

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

B. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for FY 2013/2014 shall be \$761,000 subject to availability of Federal, State, local and/or COUNTY funds.

C. START-UP REIMBURSEMENT

1. If and when applicable, items to be purchased through Start-Up funds are to be pre-approved by the COUNTY prior to purchase. CONTRACTOR will submit a formal, written request for purchases to the Program Manager or designee. This request shall include estimated costs, justification for purchase, and proof of price reasonableness.

2. CONTRACTOR will be paid in arrears based upon the actual cost of pre-approved items up to the maximum Start-Up cost obligation. CONTRACTOR will submit a claim on their stationery to include proof of cost(s) for said Start-Up items. Claims shall be submitted to the appropriate Program or Regional Manager of the County's Department of Mental Health, no later than the tenth (10th) working day of each month. Start-Up cost claims shall be submitted separately from the claim for Contract Client Services.

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D. START-UP COST FURNISHINGS AND EQUIPMENT:

1. APPROVAL FOR PURCHASE: Any equipment or furnishings are required to be approved by COUNTY in writing prior to making purchase. Any equipment or furnishings not approved by COUNTY prior to purchase shall not be reimbursed to CONTRACTOR by COUNTY either as a start up or operating cost at any time.
2. OWNERSHIP: Equipment and furnishings purchased through this Agreement are the property of COUNTY. Procedures provided by COUNTY for the acquisition, inventory, control and disposition of the equipment and the acquisition and payment for administrative services to such equipment (e.g. office machine repair) are to be followed.
3. INVENTORY: CONTRACTOR shall maintain an internal inventory control system that will provide accountability for equipment and furnishings purchased through this Agreement, regardless of cost. The inventory control system shall record at a minimum the following information when property is acquired: date acquired; property description (to include model number); property identification number (serial number); cost or other basis of valuation; funding source; and rate of depreciation or depreciation schedule, if applicable. An updated inventory list shall be provided to COUNTY on a semi-annual basis, and filed with the Annual Cost Report. Once COUNTY is in receipt of this list, COUNTY inventory tags will be issued to CONTRACTOR, and are to be attached to the item as directed.
4. DISPOSAL: Approval must be obtained from COUNTY prior to the disposal of any property purchased with funds from this Agreement, regardless of the acquisition value. Disposal (which includes sale, trade-in, discard, or transfer to another agency or program) shall not occur until approval is received in writing from COUNTY.
5. CAPITAL ASSETS:
 1. Capital assets are tangible or intangible assets exceeding \$5,000 that benefit an agency more than a single fiscal year. For capital

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assets approved for purchase by COUNTY, allowable and non-allowable cost information and depreciation requirements can be found in the Center for Medicare and Medicaid Services (CMS) Publication 15, Provider Reimbursement Manual (PRM) Parts I & II. It is CONTRACTOR'S responsibility to ensure compliance with these requirements.

- 2. Any capital asset that was acquired or improved in whole or in part with funds disbursed under this Agreement, or under any previous Agreement between COUNTY and CONTRACTOR, shall either be, at the election of COUNTY as determined by the Director or designee: (1) transferred to COUNTY including all title and legal ownership rights; or (2) disposed of and proceeds paid to COUNTY in a manner that results in COUNTY being reimbursed in the amount of the current fair market value of the real or personal property less any portion of the current value attributable to CONTRACTOR's out of pocket expenditures using non-county funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

E. BUDGET:

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

F. REVENUES:

If, when and/or where 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

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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 or Medi-Cal eligible services for all applicable patient(s)/clients(s).
3. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance, Medicare, or other third party benefits shall be determined by the CONTRACTOR at all times for billing or service purposes. CONTRACTOR shall pursue payment from all potential sources in sequential order, with Short/Doyle Medi-Cal as payor of last resort.
4. CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare certified), then insurance and then first party. In addition, CONTRACTOR is responsible for adhering to and complying with all applicable Federal, State and local Medi-Cal and Medi-Care laws and regulations as it relates to providing services to Medi-Cal and Medi-Care beneficiaries.
5. If a client has both Medicare or insurance and Medi-Cal coverage, a copy of the Medicare or insurance Explanation of Benefits (EOB) must be provided to the COUNTY within thirty (30) days of receipt.
6. CONTRACTOR is obligated to collect from the client any Medicare co-insurance and/or deductible if the site is Medicare certified. CONTRACTOR is required to clear any Medi-Cal Share of Cost amount (s) with the State. CONTRACTOR is obligated to attempt to collect the cleared Share of Cost amount (s) from the client. CONTRACTOR must notify the COUNTY in writing of cleared Medi-Cal Share of Cost (s) within seventy two (72) hours

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(excluding holidays) of the CONTRACTOR'S received notification from the State. Patients/clients with share of cost Medi-Cal shall be charged their monthly Medi-Cal share of cost in lieu of their annual liability. Medicare clients will be responsible for any co-insurance and/or deductible for services rendered at Medicare certified sites.

- 7. All other clients will be subject to an annual sliding fee schedule by CONTRACTOR for services rendered, based on the patient's/client's ability to pay, not to exceed the CONTRACTOR'S actual charges for the services provided. In accordance with the State Department of Health Care Services Revenue Manual, CONTRACTOR shall not be penalized for non-collection of revenues provided that reasonable and diligent attempts are made by the CONTRACTOR to collect these 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.
- 8. CONTRACTOR shall submit to COUNTY, with signed contract, a copy of CONTRACTOR'S published charges.
- 9. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays) above and beyond the Contracted Schedule I rate, the CONTRACTOR must notify the COUNTY within ten (10) days of signing the AGREEMENT.
- 10. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client fees. Notification must be made within ten (10) days following any fee increase.

G. REALLOCATION OF FUNDS:

- 1. No funds allocated for any mode and service function as designated in Schedule I may be reallocated to another mode and service function unless written approval is given by the Program Manager prior to either

1 the end of the Contract Period of Performance or the end of the Fiscal
2 year (June 30th). Approval shall not exceed the maximum obligation.

- 3 2. In addition, CONTRACTOR may not, under any circumstances and
4 without prior approval and/or written consent from the Region/Program
5 Manager/Administrator and confirmation by the Supervisor of the
6 COUNTY Fiscal Unit, reallocate funds between mode and service
7 functions as designated in the Schedule I that are defined as non-
8 billable by the COUNTY, State or Federal governments from or to mode
9 and service functions that are defined as billable by the COUNTY, State
10 or Federal governments.
- 11 3. If this Agreement includes more than one Exhibit C, shifting of funds
12 from one Exhibit C to another is also prohibited without prior, explicit,
13 written consent and approval from the Region Program
14 Manager/Administrator prior to the end of either the Contract Period of
15 Performance or Fiscal year.

16 H. RECOGNITION OF FINANCIAL SUPPORT:

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

20 I. PAYMENT:

- 21 1. Monthly reimbursements may be withheld at the discretion of the
22 Director or its designee due to material contract non-compliance;
23 including audit disallowances invoice or contract overpayment and/or
24 adjustments or disallowances resulting from the COUNTY Contract
25 Monitoring Review (CMT), Program Monitoring and/or the Cost Report
26 Reconciliation/Settlement process.
- 27 2. In addition, if the COUNTY determines that there is any portion (or all) of
28 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

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and/or all items billed for is received, verified and approved by the COUNTY.

3. In addition to the CMT, Program Monitoring, and Cost Report Reconciliation/Settlement processes, the COUNTY reserves the right to perform periodic service deletes and denial monitoring for this agreement throughout the fiscal year in order to minimize and/or potentially prevent COUNTY and CONTRACTOR loss. 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 I-1 and I-2 above, CONTRACTOR shall be paid in arrears based upon the actual units of services provided and entered into the COUNTY'S specified Electronic Management of Records (ELMR) system. CONTRACTOR will be responsible for entering all client data into the COUNTY's ELMR Provider Connect system on a monthly basis and approving their services in the ELMR Provider Connect system for electronic notification to the COUNTY for batching (invoicing) and subsequent payment. CONTRACTOR must also submit to the COUNTY a signed Program Integrity Form (PIF) **attached as Exhibit C, Attachment A** signed by the Director of the CONTRACTOR organization or an authorized designee of the CONTRACTOR organization. This form must be faxed and/or emailed (PDF format only) to the COUNTY at fax: (951) 955-7361 and/or emailed to "ELMR_PIF@rcmhd.org". The CONTRACTOR PIF form must be received by the COUNTY via fax and/or email for the prior month no later than 5:00 p.m. on the fifth (5th) working day of the current month. Failure by the CONTRACTOR to enter and approve all

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applicable services into the ELMR system for the applicable month, and faxing and/or emailing the signed PIF, will delay payment to the CONTRACTOR until the required documents as outlined herein are provided. SD/MC billings shall be processed by the COUNTY and the CONTRACTOR shall provide the COUNTY with all information necessary for the preparation and audit of such billings.

- 5. The CONTRACTOR shall work with the COUNTY to generate a monthly invoice for payment (through the ELMR system batching process) and the COUNTY will work with the CONTRACTOR to access data in the ELMR system for the CONTRACTOR to provide a quarterly report to their designated COUNTY Region/Program describing outcomes, and progress updates and services delivered based upon the contracts Exhibit A "Scope of Work".
- 6. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will be paid by the COUNTY thirty (30) calendar days after the date the PIF is received and invoice is generated by the applicable COUNTY Region/Program.

J. COST REPORT:

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

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

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

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

2. The Cost Report shall detail the actual cost of services provided. The Cost Report shall be provided in the format and on forms provided by the COUNTY.
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 A87, etc. .
4. 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 the year-end Cost Report. The COUNTY will notify CONTRACTOR of the date(s) and time(s) of the training. Attendance at the training is mandatory annually in order to ensure that the Cost Reports are completed appropriately. Failure to attend this training may result in delay of payment to the CONTRACTOR.
5. CONTRACTOR will be notified in writing by COUNTY, if the Cost Report has not been received within the specified length of time as indicated in Section J, paragraph 1 above. Future monthly reimbursements will be withheld if the Cost Report contains errors that are not corrected within ten (10) calendar days of written or verbal notification from the COUNTY. Failure to meet any pre-approved deadlines and/or extension will immediately result in the withholding of future monthly reimbursements.
6. The Cost Report shall serve as the basis for year-end settlement to CONTRACTOR including a reconciliation and adjustment of all payments made to CONTRACTOR and all revenue received by CONTRACTOR. Any payments made in excess of Cost Report settlement shall be repaid upon demand, or will be deducted from the next payment to CONTRACTOR.

- 1 7. All current and/or future payments to CONTRACTOR will be withheld by
2 the COUNTY until all final, current and prior year Cost Report (s) have
3 been reconciled, settled and signed by CONTRACTOR, and received
4 and approved by the COUNTY.
- 5 8. CONTRACTOR shall report Actual Costs separately, if deemed
6 applicable and as per CONTRACTOR Schedule I, to provide Contract
7 Client Services, Prescriptions, Health Maintenance Costs, and Flexible
8 funding costs under this agreement on the annual cost report. Where
9 deemed applicable, Actual Costs for Indirect Administrative Expenses
10 shall not exceed the percentage of cost as submitted in the
11 CONTRACT Request for Proposal or Cost Proposal(s).

12 K. BANKRUPTCY:

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

19 L. AUDITS:

- 20 1. CONTRACTOR agrees that any duly authorized representative of the
21 Federal Government, the State or COUNTY shall have the right to
22 audit, inspect, excerpt, copy or transcribe any pertinent records and
23 documentation relating to this Agreement or previous Agreements in
24 previous years.
- 25 2. If this contract is terminated in accordance with Section XXIX,
26 TERMINATION PROVISIONS, COUNTY, Federal and/or State
27 governments may conduct a final audit of the CONTRACTOR. Final
28 reimbursement to CONTRACTOR by COUNTY shall not be made until
all audit results are known and all accounts are reconciled. Revenue
collected by CONTRACTOR during this period for services provided

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

3. Any audit exception resulting from an audit conducted by any duly authorized representative of the Federal Government, the State or COUNTY shall be the responsibility of the CONTRACTOR. Any audit disallowance adjustments may be paid in full upon demand or withheld at the discretion of the Director of Mental Health against amounts due under this Agreement or Agreement(s) in subsequent years.

4. The COUNTY will conduct Program Monitoring Review and/or Contract Monitoring Review (CMT). Upon completion of monitoring, Contractor will be mailed a report summarizing the results of the site visit. If and when necessary, a corrective Action Plan will be submitted by CONTRACTOR within thirty (30) calendar days of receipt of the report. CONTRACTOR'S failure to respond within thirty (30) calendar days will result in withholding of payment until the corrective plan of action is received. CONTRACTOR'S response shall identify time frames for implementing the corrective action. Failure to provide adequate response or documentation for this or previous year's Agreements may result in contract payment withholding and/or a disallowance to be paid in full upon demand.

M. DATA ENTRY:

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

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

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



Mental Health Services Act Indirect Program Integrity Form

Contractor Name: _____

Billing Month & Year: _____

Program RU & Name: _____

Dept Id.: _____

Billing Amount: _____

Bill Enum # (from Provider Connect): _____

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

Contractor representative name: _____

Contractor representative signature: _____

Date Submitted to County: _____

Please submit completed form to: ELMR_PIF@rcmhd.org OR to 951-955-7361

SCHEDULE I
MENTAL HEALTH

CONTRACT PROVIDER NAME: OASIS REHABILITATION CENTER, INC.		FISCAL YEAR: 2013/2014	
PROGRAM NAME: MH Treatment		MONTHLY REIMBURSEMENT:	ACTUAL COST
REGION/POPULATION: MHA TREATMENT		YEAR END SETTLEMENT:	ACTUAL COST
DEPT ID/PROGRAM: 4100209183 - 74700 - 536240	DESERT PEER CENTER	SYSTEM RU #:	33HFNP
TYPE OF MODALITY: Outpatient Mental Health Services			
RU#(s):		33HFNP	
MODE OF SERVICE: 45 (Outpatient Services)	SERVICE FUNCTION: 20 (Outreach)	Palm Desert Start Up	Palm Desert Contract Peer Services
PROCEDURE CODES: 620NB	KStart	Kops	
UNIT MEASUREMENT: HOURS	Actual Cost	1/12th	
NUMBER OF UNITS: 12,272	99,431	12	
COST PER UNIT: \$30.79	\$1.00	\$23,638.42	
GROSS COST: \$377,908	\$99,431	\$283,661	\$761,000
LESS REVENUES COLLECTED BY CONTRACTORS:			
A. PATIENT FEES	\$0	\$0	\$0
B. OTHER	\$0	\$0	\$0
TOTAL CONTRACTOR REVENUES	\$0	\$0	\$0
MAXIMUM OBLIGATION	\$377,908	\$99,431	\$761,000
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:			
A. MEDICAL FFP	\$0	\$0	\$0
B. FEDERAL FUNDS	\$0	\$0	\$0
C. REALIGNMENT FUNDS	\$0	\$0	\$0
D. STATE FUNDS	\$377,908	\$99,431	\$761,000
E. COUNTY FUNDS	\$0	\$0	\$0
F. OTHER:	\$0	\$0	\$0
TOTAL (ALL FUNDING SOURCES)	\$377,908	\$99,431	\$761,000

FUNDING SOURCES DOCUMENT:

CLIB Net Funding 2013/2014

ADMIN SVCS ANALYST SIGNATURE:

Date:

FISCAL SERVICES SIGNATURE:

Date:

PREPARED BY:

Date: