

723

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



FROM: Department of Mental Health

SUBMITTAL DATE:

November 26, 2013

SUBJECT: Approval of the Contract Aggregate to Provide Mental Health Services and Approval of Agreement with Telecare Corporation for \$1,742,484. (District: All) [\$10,665,886 ongoing] Federal and State funds.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Contract Aggregate to Provide Mental Health Services for \$10,665,886;
2. Ratify the Agreement with Telecare Corporation for the provision of Integrated Services and Recovery Centers (ISRC) with an annual ongoing cost of (\$1,975,665).
3. Authorize the Chairman of the Board to execute the Agreement with Telecare Corporation;
4. Authorize the Director of Department of Mental Health to administer the terms of the Agreement;
5. Exempt the County Purchasing Agent from the sole source requirement when adding new vendors not to exceed \$100,000 without securing competitive bids in accordance with Ordinance 459 while staying within the Board approved aggregate amount of \$10,665,886: and
6. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to sign renewals of the agreements listed in Attachment A based on the availability of funding while using the same Board approved boilerplate agreement used with Telecare Corporation, and to sign amendments that do not change the substantive terms of the agreements through June 30, 2018, including contract increase or decrease while staying within the Board approved aggregate amount of \$10,665,886.

FORM APPROVED COUNTY COUNSEL
 BY: *Elena M. Boeva*
 DATE: 12-2-13
 PURCHASING: *Mark Seiler*
 Assistant Director
 Department of Mental Health

JW:KAS

Jerry Wengert
 Jerry Wengert, Director
 Department of Mental Health

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 10,665,886	\$ 10,665,886	\$ 53,329,430	\$ 10,665,886	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: 94% State, 6% Federal				Budget Adjustment: No	
				For Fiscal Year: 13/14	

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: *Jennifer J. Sargent*
 Jennifer J. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Stone, Benoit and Ashley
 Nays: None
 Absent: Tavaglione
 Date: December 17, 2013
 cc: 115 Dec 10 Mental Health, Purchasing

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

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

Prev. Agn. Ref.: 07/16/13 Item 3.37 | District: All | Agenda Number:

3-38

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

FORM 11: Approval of the Contract Aggregate to Provide Mental Health Services and Approval of Agreement with Telecare Corporation for \$1,742,484. (District: All) [\$10,665,886 ongoing] Federal and State funds.

DATE: November 26, 2013

PAGE: Page 2 of 4

BACKGROUND:

Summary

The Department of Mental Health operates a continuum of care system that consists of County-operated and contracted service providers delivering a variety of mental health treatment services within each geographic region of Riverside County.

On July 16, 2013, (3.37), the Board of Supervisors approved the DMH's Mental Health Services Act (MHSA) Community Services and Support (CSS) combined aggregate for FY 13/14. The combined aggregate amount approved was \$10,665,886 with a reserve of \$2,075,000.

Services provided by contractors listed in Attachment "A" include the following:

- Crisis Residential Treatment (CRT) – Short term residential program that provides an alternative to acute psychiatric hospitalization for clients with persistent mental illness
- Adult Residential Treatment (ART) – Long term residential alternative to locked Skilled Nursing Facilities which also serve as a transition from a locked facility to community living
- Full Service Partnership (FSP) – Provide a broad spectrum of intensive wellness and recovery based services for individuals who are homeless, at risk of homelessness, and/or have experienced numerous psychiatric hospitalizations or incarcerations related to their mental health disorder
- Youth Mentoring Services – Designed to promote peer relationships, community involvement, stronger family attachments, and development of life skills, self-expression, self-confidence and socialization

Attachment A reflects the addition of Telecare Corporation an Integrated Services and Recovery Center (ISRC).

The new ISRC is intended to provide evidence-based services to individuals who currently reside in restrictive (locked) residential placement due to their severe and persistent mental illness. Through the intensive recovery supports provided by the ISRC, these individuals may be served in less restrictive residential environments. Usage of beds in locked facilities will be significantly reduced as a direct result of these services.

Therefore, the DMH is requesting that the Board of Supervisors ratify and authorize the Chairman of the Board to execute the Telecare Corporation Agreement for the provision of Integrated Services and Recovery Centers (ISRC) with an annual ongoing cost of (\$1,975,665), and authorize the Purchasing Agent to sign agreements renewals with vendors listed in Attachment A through June 30, 2018 as outlined herein.

Impact on Citizens and Businesses

The program will expand the capacity to provide mental health and substance abuse services and ongoing support to citizens/clients of Riverside whose treatment in the standard outpatient system of care has not been successful and has resulted in a history of cycling through acute or long term institutional treatment settings. These services are a component of the Department's system of care aimed at improving the health and safety of consumers and the community.

Additional Fiscal Information

The Integrated Services and Recovery Centers (ISRC) for high utilizers of restrictive settings will be 94% Mental Health Services Act (MHSA) funded and 6% Federal Funds (Medi-Cal). The agreement has termination clauses in the event that applicable funds become unavailable for service provision. There are sufficient funds in the department's FY 13/14 budget, and no additional County funds are required.

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Contract History and Price Reasonableness

On March 20, 2013, DMH issued a formal Request for Proposal (No. MHARC-121) seeking competitive proposals from agencies qualified to provide Integrated Services and Recovery Centers (ISRC) for high utilizers of restrictive settings.

The RFP was emailed to seventy individuals on the bidders list for this procurement to inform them the County was seeking proposals for this program. A non mandatory bidder's conference was held on April 4, 2013. There were eight individuals in attendance representing four organizations. The bid closed on May 7, 2013, and proposals were received from three organizations to provide these services.

All three proposals were screened and determined to have the required sections. After careful review, evaluations, and contract negotiations the Evaluation Committee recommended to award funding for these services to Telecare Corporation.

After reviewing the proposals and conducting group discussions, the Evaluation Committee determined Telecare Corporation to be the most responsive, responsible and lowest bidder to provide these services. The evaluators reached consensus that they would recommend Telecare to be awarded the ISRC for high utilizers of restrictive settings contract to implement this program countywide in all three regions.

ATTACHMENTS:

1. Attachment A – Contract Maximum Amounts
2. Agreement with Telecare Corporation

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ATTACHMENT A

CONTRACT MAXIMUM AMOUNTS

Contractor	Contract Amount
Oasis Rehabilitation Center, Inc.- Mentoring	\$ 175,000
Victor Community Support Services, Inc. (VCSS) -TAY	\$ 1,170,000
Anka-ISRC FSP-Adult	\$ 1,943,321
Anka CRT - West	\$ 985,025
Anka ART – Mid-County	\$ 725,000
Anka ART – Desert	\$ 1,365,922
Anka CRT – Desert	\$ 1,138,618
Oasis Rehabilitation, Inc. – TAY	\$ 1,088,000
Telecare Corporation - ISRC	\$ 1,742,484
Reserve	\$ 332,516
Total Aggregate Amount	\$ 10,665,886



**RIVERSIDE COUNTY
DEPARTMENT OF MENTAL HEALTH**

**FY 2013/2014
NEW CONTRACT**

This renewal 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 **TELECARE CORPORATION**, hereinafter referred to as CONTRACTOR.

PREAMBLE

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

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

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

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto mutually agree, as provided on pages 1 through 55 and Exhibits A, B, C, and attached Schedule I hereto and incorporated herein.

CONTRACTOR

By: Faith Richie

Faith Richie
Print Name

Date: 11-20-13

COUNTY COUNSEL:

Pamela J. Walls
Approved as to form

By: [Signature]
Deputy County Counsel

COUNTY

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

Date: DEC 17 2013

ATTEST:

[Signature], deputy
Kecia Harper-Ihem, Clerk of the Board

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EXHIBIT A
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Schedule I

I

1
2 DESCRIPTION OF SERVICES:

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

7 II

8 PERIOD OF PERFORMANCE:

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

13 III

14 REIMBURSEMENT AND USE OF FUNDS PAYMENT:

15 A. Reimbursement

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

23 B. Restrictions On Salaries

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

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

5 C. Union Organizing

- 6
- 7 1. CONTRACTOR will not assist, promote, or deter union organizing by
8 employees performing work on a state service contract, including a public
9 works contract.
 - 10 2. CONTRACTOR will not, for any business conducted under this contract, use
11 any state property to hold meetings with employees or supervisors, if the
12 purpose of such meetings is to assist, promote or deter union organizing unless
13 the state property is equally available to the general public for holding
14 meetings.
 - 15 3. If the CONTRACTOR incurs costs, or makes expenditures to assist, promote,
16 or deter union organizing, Contractor will maintain records sufficient to show
17 that no reimbursement from state funds has been sought for these costs, and the
18 CONTRACTOR shall provide those records to the County and then to the
19 Attorney General upon request.

20 D. Lobbying And Restrictions And Disclosures Certification

21
22 Applicable to federally funded contracts in excess of \$100,000 per Section 1352
23 Title 31, USC, Section 1352 and 45 CFR Part 93:

- 24
25 1. Certification and Disclosure Requirements

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

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

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

25 E. Prohibition

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

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

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

22 IV

23 PROGRAM SUPERVISION, MONITORING AND REVIEW:

24 Pursuant to Welfare & Institutions Code (WIC), Section 5608, services hereunder shall
25 be provided by CONTRACTOR under the general supervision of the COUNTY Director of
26 Mental Health, hereinafter called DIRECTOR, or his authorized designee.
27

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

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

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

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

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

1 a plan of correction, after providing the CONTRACTOR with written
2 notification and the basis for the finding of noncompliance.

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

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

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

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

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

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

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

21 V

22 STATUS OF CONTRACTOR:

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

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

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

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

- 4 1. Articles of Incorporation;
5 2. Any and all Amendment of Articles;
6 3. List of Agency's Board of Directors and Advisory Board;
7 4. A resolution indicating who is empowered to sign all contract documents
8 pertaining to the agency;
9 5. By-laws and minutes of Board meetings; and
10 6. All applicable Federal, State and County licenses and certificates.”
11
12

13 VI

14 ADMINISTRATIVE CHANGE IN STATUS:

15 A. If, during the term of the Agreement, there is a change in CONTRACTOR'S status,
16 a detailed description of the change must be submitted to COUNTY in writing at
17 least sixty (60) days prior to the effective date of the change.
18

- 19 i. A change in status is defined as, but is not limited to, a name change not
20 amounting to a change of ownership, moving a facility's service location
21 within the same region, closing a facility with services being offered in
22 another already existing contracted facility, or change in services offered
23 without an increase to the contract maximum. Other changes to the contract
24 may result in a more formal contract amendment. Involuntary changes of
25 status due to disasters should be reported to the COUNTY as soon as
26 possible.
27
28

1 ii. CONTRACTOR is responsible for providing to the COUNTY, annually, at
2 the beginning of each fiscal year and upon execution of the
3 CONTRACTOR'S agreement, emergency and/or after hour contact
4 information for the CONTRACTOR'S organization. CONTRACTOR
5 emergency and/or after hour contact information shall include, but is not
6 limited to, first and last name of emergency and/or after hour contact,
7 telephone number, cellular phone number, and applicable address(s).
8 CONTRACTOR shall provide this information to the COUNTY at the same
9 time the CONTRACTOR provides the COUNTY with annual insurance
10 renewals and/or changes to insurance coverage.
11

12
13 iii. CONTRACTOR shall be responsible for updating this information,
14 immediately and in writing, when changes in CONTRACTOR'S emergency
15 and/or after hour contact information occurs during the fiscal year or prior to
16 the end of the fiscal year. Written CONTRACTOR updates of this
17 information shall be provided to the COUNTY in accordance with Section
18 XXXI-Notices of this agreement.
19

20 iv. If there are any CONTRACTOR administrative changes, such as signatory
21 authority, management, site addresses, business locations, remittance
22 addresses, tax identification numbers, business ownership, etc., a letter, on
23 CONTRACTOR's letterhead and signed by the CONTRACTOR's Chairman
24 of the Board or President or Chief Executive Officer, or its designee, and/or a
25 copy of CONTRACTOR's Board minutes authorizing the change(s), the
26
27
28

1 appropriate documentation must be submitted to COUNTY within two weeks
2 of the change.

3 VII

4 DELEGATION AND ASSIGNMENT:

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

24 VIII

25 ALTERATION:

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

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

3 IX

4 LICENSES:

5 A. CONTRACTOR warrants and certifies that it has all applicable, appropriate, and
6 necessary licenses, permits, approvals, certifications, waivers, and exemptions
7 necessary to provided the services outlined herein, for its business to operate, and
8 for personnel to provide services hereunder, and as required by all applicable
9 laws and regulations set forth by the Federal, State, County and local
10 governments, and all other appropriate governmental agencies.

11 B. CONTRACTOR agrees to maintain these licenses, permits, approvals,
12 certifications, waivers, and exemptions, etc. throughout the term of this
13 Agreement.

14 C. CONTRACTOR shall notify DIRECTOR, or its designee, immediately and in
15 writing of its inability to maintain, irrespective of the pendency of an appeal of
16 such licenses, permits, approvals, certifications, waivers or exemptions.
17

18 X

19 INDEMNIFICATION:

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

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

10 COUNTY shall indemnify Contractor against any claim, demands, or liability arising from
11 damage to property, and injuries to persons, which may arise out of or because of County's
12 performance of its duties under this Agreement, or failure to perform, but only in proportion
13 to and to the extent such claim demands, damages or liability are caused by, or result from the
14 negligent or intentional acts or omissions of County, its officers, agent, or employee.
15

16 XI.

17 INSURANCE:

18 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or
19 hold harmless the County of Riverside and the State of California, CONTRACTOR shall
20 procure and maintain or cause to be maintained, at its sole cost and expense, the following
21 insurance coverage during the term of this Agreement. As respects to the insurance section
22 only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Specials
23 Districts, and Department, their respective directors, officers, Board of Supervisors,
24 employees, elected or appointed officials, agents, or representatives as Additional Insured.
25
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1 A. Workers' Compensation:

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

10 B. Commercial General Liability:

11 Commercial General Liability insurance coverage, including but not limited to, premises
12 liability, contractual liability, completed operations, personal and advertising injury
13 covering claims which may arise from or out of CONTRACTOR'S performance of its
14 obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's
15 limit of liability shall not be less than \$1,000,000 per occurrence combined single limit.
16 If such insurance contains a general aggregate limit, it shall apply separately to this
17 agreement or be no less than two (2) times the occurrence limit.
18
19

20 C. Vehicle Liability:

21 If CONTRACTOR uses any vehicles or mobile equipment in the performance of the
22 obligations under this Agreement, CONTRACTOR shall maintain liability insurance for
23 all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per
24 occurrence combined single limit. If such insurance contains a general aggregate limit, it
25 shall apply separately to this agreement or be no less than two (2) times the occurrence
26 limit. Policy shall name the COUNTY as Additional Insured.
27
28

1 D. Professional Liability:

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

17 E. General Insurance Provisions - All lines:

- 18
- 19 1. Any insurance carrier providing insurance coverage hereunder shall be admitted to
20 the State of California and have an A.M. BEST rating of not less than an A: VIII (A:
21 8) unless such requirements are waived, in writing, by the COUNTY Risk Manager.
22 If the County's Risk Manager waives a requirement for a particular insurer such
23 waiver is only valid for that specific insurer and only for one policy term.
 - 24 2. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or
25 self-insured retentions. If such deductibles or self-insured retentions exceed
26 \$500,000 per occurrence such deductibles and/or retentions shall have the prior
27

1 written consent of the County Risk Manager before the commencement of
2 operations under this Agreement. Upon notification of deductibles or self insured
3 retentions which are deemed unacceptable to the COUNTY, at the election of the
4 COUNTY'S Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or
5 eliminate such deductibles or self-insured retentions as respects this Agreement with
6 the COUNTY, or 2) procure a bond which guarantees payment of losses and related
7 investigations, claims administration, defense costs and expenses.
8

- 9 3. The CONTRACTOR shall cause their insurance carrier(s) to furnish the County of
10 Riverside with 1) a properly executed original Certificate(s) of Insurance and
11 certified original copies of Endorsements effecting coverage as required herein; or,
12 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide
13 original Certified copies of policies including all Endorsements and all attachments
14 thereto, showing such insurance is in full force and effect. Further, said Certificate(s)
15 and policies of insurance shall contain the covenant of the insurance carrier(s) shall
16 provide no less than thirty (30) days written notice be given to the County of
17 Riverside prior to any material modification or cancellation of such insurance. In the
18 event of a material modification or cancellation of coverage, this Agreement shall
19 terminate forthwith, unless the County of Riverside receives, prior to such effective
20 date, another properly executed original Certificate of Insurance and original copies
21 of endorsements or certified original policies, including all endorsements and
22 attachments thereto evidencing coverage and the insurance required herein is in full
23 force and effect. Individual(s) authorized by the insurance carrier to do so on its
24 behalf shall sign the original endorsements for each policy and the Certificate of
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1 Insurance. Certificates of insurance and certified original copies of Endorsements
2 effecting coverage as required herein shall be delivered to Riverside County Mental
3 Health Department, P.O. Box 7549, Riverside, CA 92513-7549, Contracts Division.

4 CONTRACTOR shall not commence operations until the County of Riverside has
5 been furnished original Certificate(s) of Insurance and certified original copies of
6 endorsements or policies of insurance including all endorsements and any and all
7 other attachments as required in this Section.
8

9 4. It is understood and agreed by the parties hereto and the CONTRACTOR'S
10 insurance company(s), that the Certificate(s) of Insurance and policies shall so
11 covenant and shall be construed as primary insurance, and the COUNTY'S
12 insurance and/or deductibles and/or self-insured retentions or self-insured programs
13 shall not be construed as contributory.
14

15 5. CONTRACTOR shall pass down the insurance obligations contained herein to all
16 tiers of subcontractors working under this Agreement.
17

18 6. Failure by CONTRACTOR to procure and maintain the required insurance shall
19 constitute a material breach of contract upon which COUNTY may immediately
20 terminate or suspend this Agreement.
21

22 XII

23 LIMITATION OF COUNTY LIABILITY:

24 Notwithstanding any other provision of this Agreement, the liability of COUNTY
25 shall not exceed the amount of funds appropriated in the support of this Agreement by the
26 California Legislature.
27

XIII

WARRANTY AGAINST CONTINGENT FEES:

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

XIV

NONDISCRIMINATION:

A. Employment:

1. Affirmative Action shall be taken to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, age, sexual preference, or disabilities. Such affirmative action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from DIRECTOR, or his designee, and/or the United States Equal

1 Employment Opportunity Commission setting forth the provisions of this
2 Section.

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

20 B. Services, Benefits, and Facilities:

- 21 1. CONTRACTOR certifies that CONTRACTOR and any or all of its
22 Subcontractors shall not lawfully discriminate in the provision of services
23 because of race, color, creed, national origin, sex, age, or physical, sensory,
24 cognitive, or mental disability as provided by state and federal law and in
25 accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)];
26 Age Discrimination Act of 1975 (42 USC 6101); Section 504 of the
27
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1 Rehabilitation Act of 1973 (29 USC 794) (as amended); Education
2 Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990
3 (42 USC 12101); Title 45, CFR, Part 84; provisions of the Fair Employment
4 and Housing Act (Government Code Section 12900 et. Seq.) and regulations
5 promulgated hereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division
6 3, Article 9.5 of the Government Code commencing with Section 11135; and
7 Chapter 6 of Division 4 of Title 9 of the CCR, commencing with Section
8 10800.
9

- 10 2. For the purpose of this Agreement, discrimination on the basis of race, color,
11 creed, national origin, sex age, or physical, sensory, cognitive, or mental
12 disability includes, but is not limited to, the following: denying an otherwise
13 eligible individual any service or providing benefit which is different, or is
14 provided in a different manner or at a different time, from that provided to
15 others under this Agreement; subjecting any otherwise eligible individual to
16 segregation or separate treatment in any matter related to the receipt of any
17 services; restricting an otherwise eligible individual in any way in the
18 enjoyment of any advantages or privilege enjoyed by others receiving any
19 services or benefit; and/or treating any individual differently from others in
20 determining whether such individual satisfied any admission, enrollment,
21 eligibility, membership, or other requirement or condition which individuals
22 must meet in order to be provided any service or benefit.
23
24 3. CONTRACTOR shall further establish and maintain written procedures
25 under which any person, applying for or receiving services hereunder, may
26
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28

1 seek resolution from CONTRACTOR of a complaint with respect to any
2 alleged discrimination in the provision of services by CONTRACTOR'S
3 personnel. Such procedures shall also include a provision whereby any such
4 person, who is dissatisfied with CONTRACTOR'S resolution of the matter,
5 shall be referred by CONTRACTOR to the DIRECTOR, or his authorized
6 designee, for the purpose of presenting his or her complaint of alleged
7 discrimination. Such procedures shall also indicate that if such person is not
8 satisfied with COUNTY'S resolution or decision with respect to the
9 complaint of alleged discrimination, he or she may appeal the matter to the
10 California State Department of Mental Health. CONTRACTOR will
11 maintain a written log of complaints for a period of seven (7) years.
12

- 13
- 14 4. CONTRACTOR will maintain a safe facility in accordance with Title 9,
15 Division 1 of the California Code of Regulations. CONTRACTOR will store
16 and dispense medications in compliance with all applicable State and Federal
17 laws and regulations and COUNTY'S "Medication Guidelines," available
18 from the COUNTY Quality Improvement- Outpatient Division.
19
- 20 5. A completed ADA /504 Self-Evaluation (Access to Services) Plan, including a
21 Checklist for Accessibility must be submitted as a part of the application
22 process requirement for contracting.
23
- 24 6. CONTRACTORS that relocate must find space that is accessible.
25 CONTRACTORS that renovate their existing space must meet accessibility
26 standards in order to maintain funding, certification or licensure.
27
28

- 1 7. CONTRACTORS that are not currently accessible to people with disabilities
2 must have a written and posted referral policy and plan developed in
3 conjunction with the county mental health program administration and
4 consumers must be provided with a copy of this policy.
- 5 8. Existing facilities must provide a current written ADA/504 (Access to
6 Services) Plan to the County at each renewal, including a current Disability
7 Admission and Referral Policy developed in conjunction with the County ADP
8 Administration.
9

10 XV

11 PERSONS WITH DISABILITIES:

12 CONTRACTOR agrees to comply with Section 504 of the Rehabilitation Act of
13 1973, as amended (29 USC 794) and all requirements as imposed by the applicable
14 Federal Department of Health and Human Services (DHHS) regulations (45 CFR 84), and
15 all guidelines and interpretations issued pursuant thereto. No qualified person with a
16 disability shall on the basis of their disability be excluded from participation, be denied the
17 benefits of, or otherwise be subjected to discrimination under any program, service
18 activity or employment opportunity provided by programs licensed or certified under this
19 agreement.
20
21

22 XVI

23 REPORTS:

24 A. CONTRACTOR shall participate in the COUNTY'S Management Information
25 System (MIS) as required by the Director or his authorized designee. CONTRACTOR
26 shall report to the program, applicable client and staff related data regarding the
27 CONTRACTOR'S program by the fifth (5th) working day of the following month.
28

1 B. CONTRACTOR shall provide the COUNTY with applicable reporting documentation
2 as specified and/or required by the COUNTY, State Department of Mental Health and
3 Federal guidelines. COUNTY may provide additional instructions on reporting
4 requirements.

5 C. CONTRACTOR shall comply with the State reporting requirements pursuant to the
6 California Code of Regulations, Title 9, section 10561. Upon the occurrence of any of
7 the events listed hereafter the CONTRACTOR shall make a telephonic report to the
8 State department licensing staff (hereinafter "State") within one (1) working day. The
9 telephonic report is to be followed by a written report to the COUNTY within twenty-
10 four (24) hours of the incident and within seven (7) days of the event to the State. If a
11 report to local authorities exists which meets the requirements cited, a copy of such a
12 report will suffice for the written report required by the State.

13 (1) Events reported shall include:

14 (a) Death of any resident from any cause

15 (b) Any facility related injury of any resident which requires medical treatment

16 (c) All cases of communicable disease reportable under Section 2502 of Title
17 17, California Code of Regulations shall be reported to the local health officer
18 in addition to the State.

19 (d) Poisonings

20 (e) Catastrophes such as flooding, tornado, earthquake or any other natural
21 disaster

22 (f) Fires or explosions which occur in or on the premises

23 (2) Information provided shall include the following:

24 (a) Residents' name, age, sex, and date of admission

25 (b) Date, time and nature of the event

26 (c) Attending physician's name, findings and treatment, if any.

27 (d) The items below shall be reported to the State within ten (10) working days
28 following the occurrence.

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

3 (2) Any change in the licensee's or applicant's mailing address

4 (3) Any change of the administrator of the facility. Such notification
5 shall include the new administrator's name, address and qualifications.

6 D. CONTRACTOR must adhere to all applicable Federal, State and County reporting
7 requirements as mandated. The COUNTY shall provide necessary instructions and
8 direction to CONTRACTOR regarding COUNTY policies and procedures for meeting
9 requirements.

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

17 F. As Mental Health and/or Substance Abuse service providers and funding recipients,
18 under the State Charitable Choice requirements, CONTRACTOR, must adhere to the
19 following:
20

- 21
- 22 1. Ensure that CONTRACTOR provides notice to all its clients of their right to
23 alternative services if, when and where applicable;
 - 24 2. Ensure that CONTRACTOR refers clients to alternative services if, when and where
25 applicable; and
26
- 27

1 3. Fund and/or provide alternative service if, when and where applicable.
2 Alternative services are services determined by the State to be accessible,
3 comparable, and provided within a reasonable period of time from another Mental
4 Health and/or Substance Abuse provider (or alternative provider if, when and
5 where applicable) to which the client has no objection.
6

7 XVII

8 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

9 The CONTRACTOR in this Agreement is subject to all relevant requirements
10 contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA),
11 Public Law 104-191, enacted August 21, 1996, Title 42 Code of Federal Regulations, Part
12 2, and the laws and regulations promulgated subsequent thereto. The CONTRACTOR
13 hereto agrees to cooperate in accordance with the terms and intent of this Agreement for
14 implementation of relevant law(s) and/or regulation(s) promulgated under this law.
15

16 XVIII

17 CONFIDENTIALITY:

18
19 CONTRACTOR shall maintain the confidentiality of all client identifying
20 information contained in records, including but not limited to patient/client records/charts,
21 billing records, research and client identifying reports, and the COUNTY'S client
22 management information system (ELMR) in accordance with WIC Sections 14100.2 and
23 5328 et seq, Title 42 Code of Federal Regulations, Section 431.300 et seq., Section 1320 D
24 et seq, of Title 42, United States Code and it's impending regulations (including but not
25 limited to Title 45, CFR, Parts 142, 160, 162, 164) and all other applicable current or future
26
27
28

1 COUNTY, State and Federal laws, regulations, ordinances and directives relating to
2 confidentiality and security of client records and information.

3 A. The CONTRACTOR shall protect from unauthorized disclosure, confidential client
4 identifying information obtained or generated in the course of providing services
5 pursuant to this contract except for non-identifying statistical information. The
6 CONTRACTOR shall not use identifying information for any purpose other than
7 carrying out the CONTRACTOR'S obligations under this contract.
8

9 B. The CONTRACTOR shall not disclose confidential client identifying information
10 except as authorized by client, clients' legal representative or as permitted by Federal
11 or State law, to anyone other than the COUNTY or State without prior valid
12 authorization from the client or clients' legal representative in accordance with State
13 and Federal laws. Any disclosures made shall be logged and the log maintained in
14 accordance with State and Federal law.
15

16 C. If CONTRACTOR receives any requests by subpoena, from attorneys, insurers or
17 beneficiaries for copies of bills, CONTRACTOR will provide the COUNTY with a
18 copy of any document released as a result of such request, and will provide the name,
19 address and telephone number of the requesting party.
20

21 D. For purposes of the above paragraphs, identifying information is considered to be any
22 information that reasonably identifies an individual and their past, present, or future
23 physical or mental health or condition. This includes, but is not limited to, any
24 combination of the person's name, address, Social Security Number, date of birth,
25 identifying number, symbol, or other identifying particular assigned to the individual,
26 such as finger or voice print, or photograph.
27

1 E. Notification of Electronic Breach or Improper Disclosure: During the term of this
2 Agreement, CONTRACTOR shall notify COUNTY, immediately upon discovery of
3 any breach of Protected Health Information (PHI) and/or data where the information
4 and/or data is reasonably believed to have been acquired by an unauthorized person.
5 Immediate notification shall be made to the COUNTY Mental Health Compliance
6 Officer within two (2) business days of discovery at (800) 413-9990. The
7 CONTRACTOR shall take prompt corrective action to cure any deficiencies and any
8 action pertaining to such unauthorized disclosures as required by applicable Federal,
9 State and or County laws and regulations. The CONTRACTOR shall investigate
10 such breach and provide a written report of the investigation to the COUNTY Mental
11 Health Compliance Officer, postmarked within thirty (30) working days of the
12 discovery of the breach to the address as follows:
13
14

15 Attention: Mental Health Compliance Officer

16 Riverside County Department of Mental Health

17 P.O. Box 7549

18 Riverside, CA 92513

19
20 If the security breach requires notification under Civil Code section 1789.82,
21 CONTRACTOR agrees to assist the COUNTY in any way, in any action pertaining to such
22 unauthorized disclosure required by applicable, Federal, State and/or County laws and
23 regulations.
24

25 F. Safeguards: The CONTRACTOR shall implement administrative, physical, and
26 technical safeguards that reasonably and appropriately protect the confidentiality, integrity,
27 and availability of the Protected Health Information (PHI), included electronic PHI, that it
28

1 creates, receives, maintains, or transmits on behalf of DMH; and to prevent use or disclosure
2 of PHI other than as provided for by this Agreement. In addition, CONTRACTOR shall
3 develop and maintain a written information privacy and security program that includes
4 administrative, technical and physical safeguards appropriate to the size and complexity of
5 the CONTRACTOR's operations and the nature and scope of its activities.
6 CONTRACTOR shall also provide COUNTY with a copy of information outlining such
7 safeguards that are developed and implemented by the CONTRACTOR upon thirty (30)
8 days written request by the COUNTY.
9

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

16 1. Passwords must not be:

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

22 2. Passwords must be:

- 23 A. Eight (8) characters or more in length
- 24 B. Changed every 90 days
- 25 C. Changed immediately if revealed or compromised

1 D. Composed of characteristics from at least three of the following four groups

2 from the standard keyboard:

- 3 1. Upper Case letter (A-Z);
- 4 2. Lower case letters (a-z);
- 5 3. Arabic numerals (0 through 9); and
- 6 4. Non-alphanumeric characters (punctuation symbols)
- 7

8 H. The CONTRACTOR shall implement the following security controls on each
9 workstation or portable computing device (e.g., laptop computer) containing confidential,
10 personal, or sensitive data:

- 11 1. Network-based firewall and/or personal firewall;
- 12 2. Continuously updated anti-virus software; and
- 13 3. Patch management process including installation of all operating
14 system/software vendor security patches.
- 15

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

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

24

25

- 26 1. Mitigation of Harmful Effects. The CONTRACTOR shall mitigate, to the extent
27 practicable, any harmful effect that is known to CONTRACTOR of a use or
28

1 disclosure of PHI by CONTRACTOR or its subcontractors in violation of the
2 requirements of these Provisions.

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

9
10 3. Disclaimer. COUNTY makes no warranty or representation that compliance by
11 CONTRACTOR with these Provisions, HIPAA or HIPAA regulations will be
12 adequate or satisfactory for CONTRACTOR's own purposes or that any
13 information in CONTRACTOR's possession or control, or transmitted or
14 received by CONTRACTOR, is or will be secure from unauthorized use or
15 disclosure. CONTRACTOR is solely responsible for all decisions made by
16 CONTRACTOR regarding the safeguarding of PHI.

17
18
19 4. Interpretation. The terms and conditions in these Provisions shall be interpreted
20 as broadly as necessary to implement and comply with HIPAA, the HIPAA
21 regulations and applicable State laws. The parties agree that any ambiguity in
22 the terms and conditions of these Provisions shall be resolved in favor of a
23 meaning that complies and is consistent with HIPAA and the HIPAA
24 regulations.
25
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28

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

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

11 XIX

12 RECORDS/INFORMATION AND RECORD RETENTION:

13
14 All records shall be available for inspection by the designated auditors of COUNTY, State
15 Department of Mental Health, State Department of Justice, State Department of Health
16 Services, U.S. Department of Health and Human Services and the U.S Office of the
17 Inspector General at reasonable times during normal business hours. Records include, but
18 are not limited to all physical and electronic records originated or prepared pursuant to the
19 performance under this contract including, but not limited to, working papers, reports,
20 financial records or books of account, medical records, prescription files, subcontracts, any
21 and other documentation pertaining to medical and non-medical services for clients. Upon
22 request, at any time during the period of this contract, the CONTRACTOR will furnish any
23 such record or copy thereof, to the COUNTY. CONTRACTOR shall be subject to the
24 examination and audit of the Office of the Inspector General for a period of three (3) years
25 after final payment under contract.
26
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1 A. Medical Records. CONTRACTOR shall adhere to the licensing authority, the State
2 Department of Social Services, the State Department of Mental Health and Medi-Cal
3 documentation standards, as applicable. CONTRACTOR shall maintain adequate medical
4 records on each individual patient which includes at a minimum, a client care plan,
5 diagnostic procedures, evaluation studies, problems to be addressed, medications provided,
6 and records of service provided by the various personnel in sufficient detail to make
7 possible an evaluation of services, including records of patient interviews and progress
8 notes.
9

10 B. Financial Records. CONTRACTOR shall maintain complete financial records that
11 clearly reflect the cost of each type of service for which payment is claimed. Any
12 apportionment of costs shall be made in accordance with generally accepted accounting
13 principles and shall evidence proper audit trails reflecting the true cost of the services
14 rendered. Allowable costs shall be those costs defined in Centers for Medicare and
15 Medicaid Services Manual (CMS 15-1). Statistical data shall be kept and reports made as
16 required by the DIRECTOR, or his designee, and the State of California. All such records
17 shall be available for inspection by the designated auditors of COUNTY or State at
18 reasonable times during normal business hours.
19

20
21 C. Financial Record Retention. Appropriate financial records shall be maintained and
22 retained by CONTRACTOR for at least five (5) years or, in the event of an audit exception
23 and appeal, until the audit finding is resolved, whichever is later.
24

25 D. Patient/Client Record Retention. Patient/Client records shall be maintained and
26 retained by CONTRACTOR for a minimum of seven (7) years following discharge of the
27 client. Records of minors shall be kept for seven (7) years after such minor has reached the
28

1 age of eighteen years. Thereafter, the client file is retained for seven (7) years after the
2 client has been discharged from services.

3 E. Shared Records/Information. CONTRACTOR and COUNTY shall maintain a
4 reciprocal shared record and information policy, which allows for sharing of client records
5 and information between CONTRACTOR and COUNTY. Either COUNTY or
6 CONTRACTOR shall not release these client records or information to a third party without
7 a valid authorization.
8

9 F. COUNTY is the owner of all patient care/client records. In the event that the
10 contract is terminated, the CONTRACTOR is required to prepare and box the client medical
11 records so that they can be archived by the COUNTY, according to the procedures
12 developed by the COUNTY. The COUNTY is responsible for taking possession of the
13 records and storing them according to regulatory requirements. The COUNTY is required to
14 provide the CONTRACTOR with a copy of any medical record that is requested by the
15 CONTRACTOR, as required by regulations, at no cost to the CONTRACTOR, and in a
16 timely manner.
17
18

19 G. All records shall be available for inspection by all applicable and designated Federal,
20 State, and COUNTY auditors during normal business hours. Records shall include, but are
21 not limited to, all physical and electronic records originated or prepared pursuant to the
22 performance under this Agreement; including, but not limited to, working papers, reports,
23 financial records or books of account, medical records, prescription files, subcontracts, any
24 and other documentation pertaining to medical and non-medical services for clients. Upon
25 request, at any time during the period of this contract, the CONTRACTOR will furnish any
26 such records or copies thereof, to the applicable Federal, State and COUNTY auditors.
27
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1 CONTRACTOR shall be subject to the examination and audit of the Office of the Inspector
2 General for a period of no less than three (3) years pertaining to individuals over the age of
3 18 years of age related documentation after final payment under Agreement.

4 XX

5 STAFFING:

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

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

- 23
24 1. A list of persons by name, title, and professional degree, including, but not
25 limited to, licensing, experience, credentials, Cardiopulmonary Resuscitation
26 (CPR) Training, First Aid training, languages spoken, Race/Ethnicity with an
27 option to select "Prefer Not to Say" and/or certification and experience of persons
28

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

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

5 3. Updated personnel file for each staff member (including subcontractors, as
6 approved by COUNTY and volunteers) that includes at minimum the following:
7

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

10 ii. List of all applicable trainings during time of employment to present;
11

12 B. During the term of this Agreement, Contractor with fifteen (15) or more employees
13 will designate a Disability Access Coordinator. The Access Coordinator is responsible
14 for the development and implementation of the program's ADA/ 504 Self-Evaluation
15 Plan and Annual Updates.

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

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

24 E. Contractor shall establish and disseminate written policies for all employees that
25 include detailed information about the False Claims Act and the other provisions
26 named in section 1902(a)(68)(A). Included in these written policies shall be detailed
27

1 information about contractor's policies and procedures for detecting and preventing
2 fraud, waste, and abuse in federal, state and local health care programs. Contractor
3 shall also include in any employee handbook a specific discussion of the laws
4 described in the written policies, the rights of employees to be protected as
5 whistleblowers, and a specific discussion of Contractor's policies and procedures for
6 detecting and preventing fraud, waste and abuse.
7

8 F. CONTRACTOR shall follow all Federal, State and County policies, laws and
9 regulations regarding Staffing and/or Employee compensation. CONTRACTOR
10 shall not pay or compensate any of its Staff, Personnel or Employees by means of
11 cash. All payments or compensation made to CONTRACTOR Staff, Personnel
12 and/or Employees in association with the fulfillment of this agreement shall be made
13 by means of Staff, Personnel and/or Employee Certified Payroll only.
14

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

7 H. CONTRACTOR shall be responsible for checking, on a quarterly basis, the Office
8 of the Inspector General (OIG) website (oig.hhs.gov) to validate that none of
9 CONTRACTOR staff are on the OIG or Medi-Cal list of excluded individuals to
10 provide direct services to COUNTY clients. CONTRACTOR shall notify, in writing
11 within thirty (30) calendar days, if and when any CONTRACTOR personnel are
12 found listed on this site and what action has been taken to remedy the matter.
13

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

3 XXI

4 CULTURAL COMPETENCY

5 A. CONTRACTOR shall provide services pursuant to this Agreement in a culturally
6 competent manner by recruiting, hiring, maintaining and providing staff who can
7 deliver services in the manner specified to the diverse multi-cultural population
8 served under this Agreement. CONTRACTOR shall provide multi-cultural services
9 in a language appropriate and culturally sensitive manner, in a setting accessible to
10 diverse communities. Multi-cultural diversity includes, but is not limited to,
11 ethnicity; age; sexual preference; gender and persons who are disabled.
12 CONTRACTOR shall document its efforts to provide multi-cultural services in the
13 manner specified. Documentation may include, but is not limited to the following:
14 records in personnel files attesting to efforts made in recruitment and hiring
15 practices; participation in COUNTY sponsored and other cultural competency
16 training; the availability of literature in multiple languages/formats as appropriate;
17 and identification of measures taken to enhance accessibility for, and sensitivity to,
18 persons with disabilities .

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21
22 1. CONTRACTOR shall demonstrate program access; linguistically appropriate
23 and timely mental health service delivery; staff training; and organizational
24 policies and procedures related to the treatment of culturally diverse
25 populations. CONTRACTOR shall perform specific outcome studies, on-site
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1 reviews and written reports to be made available to the COUNTY upon
2 request.

3 2. CONTRACTOR shall provide services that are non-discriminatory and that
4 meet the individual needs of the multi-cultural beneficiaries to be served.
5 CONTRACTOR shall ensure that high quality accessible mental health care
6 includes:
7

- 8 a. Clinical care and therapeutic interventions which are linguistically and
9 culturally appropriate; including, at a minimum, admission, discharge,
10 and medication consent forms available in Spanish.
11 b. Have a comprehensive management strategy to address culturally and
12 linguistically appropriate services, including strategic goals, plans,
13 policies, procedures and designated staff responsible for implementation.
14 c. Medically appropriate interventions, which acknowledge specific cultural
15 influences.
16 d. Provision and utilization of qualified interpreters within twenty-four (24)
17 hours of identified need.
18 e. Screening and certification of interpreters as specified in subparagraph 3
19 a below.
20 f. Training to mental health providers in building the cultural knowledge
21 and skill required to provide culturally appropriate treatment of client
22 population served.
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- 1 g. Develop and implement a strategy to recruit, retain and promote
2 qualified, diverse and culturally competent administrative, clinical and
3 support staff that are trained and qualified.
4
5 h. Client related information translated into the various languages of the
6 diverse populations served.
7
8 i. Provide oral and written notices, including translated signage at key
9 points of contact, to clients in their primary language informing them of
10 their right to receive no-cost interpreter services.

11 3. CONTRACTOR shall make available bilingual professional staff or qualified
12 interpreter to ensure adequate communication between clients and mental
13 health staff. Any individual with limited English language capability or other
14 communicative barriers shall have equal access to mental health services.

- 15 a. A qualified interpreter is defined as someone who is fluent in English and
16 in the necessary second language, who can accurately speak, read and
17 readily interpret the necessary second language and/or accurately sign and
18 read sign language. A qualified interpreter must be able to translate in
19 linguistically appropriate mental health terminology necessary to convey
20 information such as symptoms or instructions to the client in both
21 languages.
22
23 b. A fluently bilingual person, who is not trained in the provision of mental
24 health services, must complete training prior to providing services, which
25 covers terms and concepts associated with mental health medications, and
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1 cultural beliefs and practices which may influence the client's mental
2 health condition.

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

9
10 Riverside County Department of Mental Health Cultural Competency Program

11 P.O. Box 7549

12 Riverside, California 92513

13 Attention: Cultural Competency Manager

14 Fax: 951-358-4792

- 15
16 5. CONTRACTOR agrees to meet with COUNTY'S Cultural Competency
17 Program Manager, as needed by the CONTRACTOR and as coordinated by
18 the COUNTY, to determine and implement cultural competency activities that
19 shall include, but is not limited to, compliance with the cultural competency
20 requirements outlined in Section XXI of this agreement.
- 21
22 6. COUNTY will provide technical assistance to CONTRACTOR in the areas of
23 cultural competency as needed and requested by CONTRACTOR.
- 24
25 7. CONTRACTOR will be responsible for participating in cultural competency
26 trainings as required by the COUNTY'S Cultural Competency Plan. The
27 following is a partial list of annual cultural competency trainings and topics
28

1 that may be available through the COUNTY to assist CONTRACTORS with
 2 meeting training requirements, though capacity will be limited: Cultural
 3 Formulation; Multicultural Knowledge; Cultural Sensitivity; Cultural
 4 Awareness; Social/Cultural Diversity; Mental Health Interpreter Training;
 5 Training Staff in the use of Mental Health Interpreters; Training in the Use of
 6 Interpreters in the Mental Health Setting. In order to attend the COUNTY
 7 offered trainings, CONTRACTOR must contact the Cultural Competency
 8 Manager at the contact information location in subparagraph 1 of paragraph A.
 9 in Section XXI-CULTURAL COMPENTENCY.

10
 11 8. CONTRACTOR will be responsible for reporting back to the COUNTY,
 12 annually in writing, all cultural competency related trainings that staff
 13 members have taken. The following format is recommended:
 14

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

15
 16
 17
 18
 19 CONTRACTOR training information shall be submitted via facsimile to 951-
 20 358-4792 to the attention of the COUNTY Cultural Competency Program
 21 Manager on or before June 30 of each fiscal year.

22
 23 9. CONTRACTOR is responsible for notifying the COUNTY Cultural Competency
 24 Program Manager in writing if the June 30th deadline can not be met. CONTRACTOR will
 25 be responsible for requesting an extension from the COUNTY'S Cultural Competency
 26 Program Manager. All requests for extensions must be put in writing and mailed or faxed to
 27

1 the COUNTY'S Cultural Competency Program Manager at the contact information listed
2 herein.

3 XXII

4 INFORMING MATERIALS:

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

14
15 XXIII

16 CONFLICT OF INTEREST:

17 CONTRACTOR shall employ no COUNTY employee whose position in COUNTY
18 enables him to influence the award of this Agreement or any competing Agreement, and no
19 spouse or economic dependent of such employee in any capacity herein, or in any other
20 direct or indirect financial interest in this Agreement.

21
22 XXIV

23 PATIENT RIGHTS:

24
25 Patient rights shall be observed by CONTRACTOR as provided in the Health and
26 Safety Code, Sections 11760 through 1184 and Title 9 and Title 22 of the California Code of
27 Regulations (CCR). COUNTY Patients' Rights Advocates will be given access to clients,
28

1 clients' records, and facility personnel to monitor the CONTRACTOR'S compliance with said
2 statutes and regulations.

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4 XXV

5 WAIVER OF PERFORMANCE:

6 No waiver by COUNTY at any time of any of the provisions of this Agreement shall
7 be deemed or construed as a waiver at any time thereafter of the same or any other
8 provisions contained herein or of the strict and timely performance of such provisions.
9

10 XXVI

11 DRUG-FREE WORKPLACE CERTIFICATION:

12 If State funds are utilized to fund this Agreement as specified in Schedule I, the
13 following Drug-Free Workplace requirements shall apply. By signing this Agreement, the
14 CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of
15 California that the CONTRACTOR will comply with the requirements of the Drug-Free
16 Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-
17 free workplace doing all of the following.
18

- 19 A. Publish a statement notifying employees that unlawful manufacture, distribution,
20 dispensation, possession, or use of controlled substances is prohibited and specifying
21 actions to be taken against employees for violations, as required by Government
22 Code Section 8355 (a).
23
24 B. Establish a Drug-Free Awareness Program as required by Government Code Section
25 8355 (a) to inform employees about all of the following:
26
27 1. The dangers of substance abuse in the workplace.
28 2. The CONTRACTOR'S policy of maintaining a drug-free workplace.

1 3. Any available counseling, rehabilitation, and employee assistance programs.

2 4. Penalties that may be imposed upon employees for substance abuse violations.

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

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

6 2. Will agree to abide by the terms of the CONTRACTOR'S statement as a
7 condition of employment on the contract.
8

9 Failure to comply with these requirements may result in suspension of payments
10 under the contract or termination of the contract or both and the CONTRACTOR
11 may be ineligible for award of future State contracts if the COUNTY determines that
12 any of the following has occurred:
13

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

15 E. Violates the certification by failing to carry out the requirements as noted above.
16

17 XXVII

18 TERMINATION PROVISIONS:

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

21 B. Termination does not release CONTRACTOR from the responsibility of securing
22 Protected Health Information (PHI) data.

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

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

1 Agreement had been completed, would have been required to be furnished to
2 COUNTY; and

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

7
8 i. COUNTY shall continue to pay CONTRACTOR at the same rate as
9 previously allowed until the date of termination, as determined by the Notice
10 of Termination.

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

17 J. In instances where the CONTRACTOR agreement is terminated and/or allowed to
18 expire by the COUNTY and not renewed for a subsequent fiscal year, COUNTY
19 reserves the right to enter into settlement talks with the CONTRACTOR in order to
20 resolve any remaining and/or outstanding contractual issues, including but not
21 limited to, financials, services, billing, cost report, etc. In such instances of
22 settlement and/or litigation, CONTRACTOR will be solely responsible for
23 associated costs for their organizations legal process pertaining to these matters
24 including, but not limited to, legal fees, documentation copies, and legal
25 representatives.
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1 K. The rights and remedies of COUNTY provided in this section shall not be exclusive
2 and are in addition to any other rights and remedies provided by law or under this
3 Agreement.

4 XXVIII

5 DISPUTE:

6
7 In the event of a dispute between a designee of the DIRECTOR and the
8 CONTRACTOR over the execution of the terms of this Agreement, the quality of patient
9 services being rendered, and/or the withholding of CONTRACTOR payments due to
10 instances such as material non-compliance or audit disallowances or both, the
11 CONTRACTOR may file a written protest with the appropriate Program/Regional
12 Manager of the COUNTY. CONTRACTOR shall continue with the responsibilities under
13 this agreement during any dispute. The Program/ Regional Manager shall respond to the
14 CONTRACTOR in writing within ten (10) working days. If the CONTRACTOR is
15 dissatisfied with the Program/Regional Manager's response, the CONTRACTOR may file
16 successive written protests up through the Department of Mental Health's administrative
17 levels of Program Chief/Assistant Director, and (finally) DIRECTOR. Each administrative
18 level shall have twenty (20) working days to respond in writing to the CONTRACTOR.
19
20 The DIRECTOR will have the final authority to rescind, modify or uphold the
21 finding/decision.
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24 XXIX

25 SEVERABILITY:

26 If any provision of this Agreement or application thereof to any person or
27 circumstances shall be declared invalid by a court of competent jurisdiction, or is in
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XXXII

MEETINGS:

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

FY 13/14 KS/STL/WMC/KAS

Department of Mental Health – Management Information Services

Support Desk – (951) 358-4530

COMPUTER ACCOUNT REQUEST FORM – MENTAL HEALTH CONTRACTORS

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

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

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

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

Section 1 – CONTRACTING PROVIDER

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

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

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

Department of Mental Health – Management Information Services

Support Desk – (951) 358-4530

COMPUTER ACCOUNT REQUEST FORM – MENTAL HEALTH CONTRACTORS

Section 2 – PERFORMING PROVIDER INFORMATION

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

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

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

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

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

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

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

COMPUTER ACCOUNT REQUEST FORM – MENTAL HEALTH CONTRACTORS

Practitioner Category

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

Practitioner Categories For Coverage

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

TELECARE ISRC-CRISIS HOSPITAL REGION

**EXHIBIT A
(SCOPE OF SERVICE)**

CONTRACTOR NAME: TELECARE CORPORATION, INC.

PROGRAM GOALS

This program is designed to operationalize the core values and infrastructure requirements of evidence-based practices. Each individual identified as eligible for the program must be offered an individualized service and support plan. The service and support plans must operationalize the fundamental concepts of community collaboration in service delivery, cultural competency, consumer/family driven, wellness/recovery/resiliency focus, and integrated services.

Provisions will be made for:

Services based upon consumer's recovery goals and desires, provided by a team that embraces the principles of recovery and resilience:

- A. The program must agree to work with the individual and her/her family, as appropriate, to provide all necessary and desired services and supports in order to assist that person/family in achieving the goals identified in their plan.
- B. Individuals will have an individualized service plan that is person-centered, and that give individuals and their families sufficient information to allow them to make informed choices about the services in which they participate.
- C. Services include linkage to, or provision of, all needed services or supports as defined by the consumer and/or family in consultation with the Integrated Services and Recovery Center (ISRC) staff. This includes the capability of increasing or decreasing service intensity as needed.
- D. All fully served individuals will have a single person of responsibility who will coordinate services for that individual so that:
 - 1. Their availability to the individual and family is appropriate to their service needs.
 - 2. They are able to provide intensive services and supports when needed.
 - 3. They can give the individual served and/or family member considerable personal attention.

Support services and crisis response to the consumer and his/her family 24 hours a day, 7 days a week, including the ability to respond to landlords, local crisis stabilization and hospital emergency rooms, and law enforcement. This "best practice" strategy is intended to provide immediate interventions that reduce negative outcomes for individuals, including unnecessary hospitalizations, incarcerations, and housing evictions.

Integrated treatment of co-occurring mental health and substance abuse disorders (COD), using evidence-based practices.

Family education, support, and advocacy.

Assistance in accessing medical care, and coordinating services with health care providers.

Culturally appropriate and gender-specific services and services addressing the needs of lesbian/gay/bisexual/transgender individuals must be provided.

Collaboration with community agencies, such as veterans' services, faith-based organizations, ethnic and cultural support groups, and education systems to assist consumers to participate in a range of recovery and wellness activities in the community.

Vocational services grounded in the evidence-based practice of supported employment, which focuses on people finding competitive jobs in the community and provides the supports necessary to ensure success at the workplace.

Work with consumers to seek out, obtain, and maintain safe and affordable housing, across a range of housing choices.

Flexible funding to do "whatever it takes" to meet the unique needs consumers encounter as they work to achieve their recovery, educational and vocational goals, and to maintain the individual in the community and avoid institutional settings.

Linkage and support to consumers transitioning to Peer Support and Resource Centers, and similar lower levels of care, as consumers succeed in achieving their recovery goals and require less intensive support.

TARGET POPULATION CRITERIA

The population to be served will be adult residents of Riverside County (ages 18-59+) who are referred by RCDMH. The consumers will have a severe and persistent mental illness, are at risk of psychiatric hospitalization, and require an intensive level of support to avoid or discharge from treatment in locked treatment facility. They will have any of the following characteristics:

- A. Co-occurring substance abuse disorders;
- B. Forensic populations (those discharged from correctional facilities, on probation or parole);
- C. High users of services (acute inpatient services, outpatient crisis services, IMD's, state hospitals); or
- D. Transition-age older adults (approximately ages of 55 to 59) with any of the above characteristics.

GEOGRAPHICAL LOCATION OF SERVICES

Services shall be provided in all three regions of the County. The three regions are defined as follows:

1. **Mid-County Region**, including Hemet/San Jacinto, Idyllwild, Anza/Aguanga, Temecula/Murrieta, Wildomar/Lake Elsinore, Perris/Mead Valley, Lakeview, Nuevo, Homeland/Romoland, Winchester, Menifee/Sun City;
2. **Western Region**, including Corona/Norco, Riverside City, Jurupa, Moreno Valley; and
3. **Desert Region**, including Banning and all easterly parts—to the Arizona border.

Main service delivery sites shall be certified as a Short-Doyle/Medi-Cal provider location. Services provided may only be funded by Mental Health Services Act (MHSA) funds when funding under any other public or private payor source or entitlement program is inadequate or unavailable. Other entitlement programs include, but are not limited to, mental health services pursuant to Medi-Cal.

GENERAL PROGRAM REQUIREMENTS

Provide expanded ISRC program services for Riverside County consumers for up to a total of 36,500 consumer days (365 calendar days x 100 consumers). Staff to consumer ratio shall be set at no more than 1:8.3, or one staff serving no more than 8.3 consumers. Individuals served by the program will be RCDMH consumers who are designated by RCDMH as appropriate for the program.

PROGRAM DESCRIPTION

1.0 General Program Type

1.1 Program Intensity

- A. The ISRC team shall be available to provide treatment, rehabilitation and support services twenty-four (24) hours per day, seven days per week throughout the entire year.
 1. ISRC staff work schedules shall be responsive to consumer needs and shall permit staff to work evenings and week-ends.
 2. During off-hours periods, ISRC staff shall maintain on-call coverage on a rotating basis and shall be available to respond on a timely basis to ISRC program participants by telephone or in person, as dictated by consumer needs. Psychiatric support shall be available during off-hours periods.
- B. ISRC team service delivery shall be the unified team approach, in which multiple staff members with a diversity of skills address each consumer's mental health and community life support needs in a comprehensive manner.
- C. The ISRC team shall have the capacity to provide as many contacts as needed to consumers experiencing significant problems in daily living.
- D. The ISRC team shall have the flexibility to increase service intensity to a consumer in response to a consumer's needs.
- E. The ISRC team's highest priority shall be outreach to ISRC program participants and the provision of services according to individual consumer needs and desires, with the majority of clinical contacts occurring in settings outside of the offices of the ISRC program. At

least seventy-five percent of the ISRC team's direct service time will be spent in face-to-face contact with ISRC consumers.

- F. RCDMH program manger(s) and supervisor(s) will meet regularly with the mangers/administrators of the ACT program for purposes of contract monitoring and assessing program performance.

1.2 Services To Be Provided And Service Coordination

This section delineates the services which ISRC teams must provide to consumers designated by RCDMH and sets requirements for service coordination among ISRC teams and other service providers.

- A. In cases where ISRC program participants are housed in Institutes for Mental Disease (IMD) or Augmented Board and Care (ABC) facilities, the ISRC case managers shall have access to the consumer's case conferences and may take the consumer on outings as appropriate to his/her rehabilitation, treatment and training. In so doing, ISRC staff will show all possible care not to interfere with the activities of the ABC or IMD program.
- B. Contractor will assume placement costs of new enrollees after thirty (30) days of enrollment in the ISRC program. Consumers residing in a contract ABC bed will not stay longer than 30 days in the ABC bed from the date of enrollment in the ISRC program. If the stay at the ABC bed exceeds the 30 day period, the ISRC program will assume the daily augmented cost of the bed or facilitate the transition to a basic bed in any licensed residential care facility.
- C. In order to assist the ISRC program participant to cope with and gain mastery of symptoms and disabilities due to mental illness and/or substance abuse, the ISRC team shall be available to provide symptom assessment, case management and supportive counseling. These services shall include but not be limited to the following:
 - 1. Ongoing assessment of the consumer's mental illness symptoms and response to treatment.
 - 2. Education of the consumer regarding his/her mental illness and the effects (including side effects) of prescribed medications.
 - 3. Symptom management efforts directed to helping the consumer identify the symptoms and their occurrence patterns and development of methods (internal, behavioral, adaptive) to lessen their effects.

4. Provision, both on a planned and on an "as needed" basis, of such psychological support as is necessary to help consumers accomplish their personal goals and to cope with the stresses of day-to-day living.
- D. The ISRC team shall be available to provide crisis assessment and intervention twenty-four (24) hours per day, seven days per week throughout the year, including telephone and face-to-face contact as needed.
1. Response to crisis shall be rapid and flexible.
 2. If screening center services, extended crisis evaluation beds, crisis housing, short-term care and inpatient treatment (voluntary or involuntary) are necessary, the ISRC staff shall collaborate with the treatment in these facilities. The ISRC program shall provide support to the maximum extent possible, including accompanying the consumer to the facility, remaining there with the consumer during the assessment, and beginning as soon as possible with the consumer the process of planning for discharge and return to the community.
 3. Crisis intervention shall be limited to those ISRC program participants who are at licensed residential care level of care or lower. It is presumed that ABC and IMD personnel can and will manage crises experienced by their residents, and that they will inform the ISRC team of the crisis event and resolution as soon as possible.
- E. The ISRC team shall provide services in the areas of medication prescription, administration, monitoring and documentation.
1. The ISRC team psychiatrist shall:
 - a. Assess each consumer's mental illness symptoms and behavior and prescribe appropriate medication.
 - b. Regularly review and document the consumer's mental illness symptoms, as well as his/her response to the prescribed medications.
 - c. Monitor, treat and document any medication side effects.

2. The ISRC nurse(s) shall establish medication policies and procedures which identify processes to:
 - a. Record physician's orders.
 - b. Order medications.
 - c. Arrange for all consumer medications to be organized through the team and integrated into staff's daily and weekly schedules.
 - d. Provide security for medications and set aside a private designated area for set-up of medications.
 - e. Administer medications to program consumers in accordance with their provider status; train other team members regarding medication education, medication delivery, observation of self-administration of medication and medication monitoring; regularly assess other team members' competency in this area.
3. All ISRC team staff shall assess and document the consumer's mental illness symptoms and behavior in response to medication and shall monitor for medication side-effects during the provision of observed self-administration and during ongoing face-to-face contacts.
4. Regarding ISRC program participants residing in Institutes IMD's, ABC's, and licensed residential care facilities: These facilities are responsible for providing resident supervision and/or assistance during self-administration of medications and for documenting any observed instance where medications are not taken. Contractor is responsible for working with the facilities and the consumers to insure that medications are taken as prescribed.

ISRC team staff shall collaborate with the facilities in which program participants are located to ensure that participants are receiving prescribed medications. This shall include mutual sharing of information regarding ISRC consumers' mental illness symptoms and behavior in response to medication and medication side effects.

5. The ISRC team shall regularly review the facility records of ISRC program participants after the written consent to do so has been obtained from the consumer, and in accordance with policies and procedures of RCDMH.

- a. ISRC staff shall also regularly advise facility staff or facility nurses as to which medications are being prescribed and ordered by the ISRC psychiatrist, communicate to the staff about ISRC consumers' treatment plans, goals, objectives and interventions, and provide medication education for the ISRC consumers.
 - b. For those facilities which are not "registered generators" under the Dept. of Environmental Protection and thus are unable to dispose of syringes and cannot administer injectable medications, ISRC nurses shall administer injectable psychotropic medications, maintain a record of these injections in the consumer's ISRC record, and communicate to the facility that such injections have been given.
- F. The ISRC team shall provide whatever direct assistance is reasonable and necessary to ensure that the consumer obtains the basic necessities of daily life, including but not limited to:
1. Safe, clean, affordable housing.
 2. Food and clothing.
 3. Medical and dental services.
 4. Appropriate financial support, which may include supplemental security income, Social Security disability insurance, general relief, and money management services.
 - a. The Contractor shall ensure that the ISRC team members are able to have on hand, in their possession, during regular working hours (and when appropriate during on-call hours) an adequate amount of petty cash with which to make emergency purchases of food, shelter, clothing, prescriptions, transportation, or other items and services as needed for ISRC consumers.
 - b. The contractor shall ensure that ISRC team members have efficient, rapid access to larger sums of client assistance funds for security deposits, purchases of furniture, and other items needed by ISRC consumers.
 - c. The contractor's designated staff may serve as a "representative payee" for some consumers' SSI/SSD benefits.

d. The ISRC program may utilize client assistance funds to assist consumers with short-term loans or grants, as necessary.

5. Social services.

6. Transportation supports that may include direct transportation to community resources and/or training/support in assisting consumers to access public transportation, including bus passes when appropriate.

7. Linkage and support for consumers to access legal services or supports to help consumers resolve outstanding legal issues.

G. The ISRC team shall provide training and instruction, including individual support, problem-solving, skill development, modeling and supervision, in home and community settings, to teach the consumer to:

1. Carry out personal hygiene tasks.

2. Perform household chores, including housekeeping, cooking, laundry and shopping.

3. Develop or improve money management skills.

4. Locate, finance and maintain safe, clean and affordable housing.

H. The ISRC team shall develop and support the consumer's participation in recreational, social activities and relationships. The highest priority shall be given to supporting and helping individual consumers to establish positive social relationships and activities in normative community settings. Such services shall include, but not be limited to assisting consumers in:

1. Developing social skills and, where needed, the skills to develop meaningful personal relationships.

2. Planning appropriate and productive use of leisure time, including familiarizing consumers with available social and recreational opportunities and increasing their use of these activities.

3. Interacting with landlords, neighbors and others effectively and appropriately

4. Developing assertiveness and restoring self-esteem.
 5. Using existing self-help and peer support centers, self-help groups and other social, church, and recreational groups to combat isolation and withdrawal experienced by many persons coping with severe and persistent mental illness.
- I. The ISRC team shall provide alcohol, tobacco and drug abuse services as needed, including but not limited to, individual and group interventions to assist consumers in:
1. Identifying alcohol, tobacco and drug abuse effects and patterns.
 2. Recognizing the interactive effects of alcohol, tobacco and drug use, psychiatric symptoms, and psychotropic medications.
 3. Developing motivation for decreasing alcohol, tobacco and drug use.
 4. Developing coping skills and alternative to minimize alcohol, tobacco and drug use.
 5. Achieving periods of abstinence and stability.
 6. Attending appropriate recovery or self-help meetings.
- J. The ISRC team shall provide information, in an educational format, about the use of alcohol, tobacco, prescribed medications, and other drugs of abuse and the impact that chemicals have on the ability to function in major life areas. Information shall also be included about eating disorders, gambling, overspending, sexual and other addictions, as appropriate.
- K. The ISRC team shall make appropriate referrals and linkages to addiction services that are beyond the scope of expanded ISRC services to individuals with coexisting alcohol, tobacco and drug abuse and other addictive symptoms.
- L. The ISRC team shall act to minimize consumer involvement with the criminal justice system, with services to include but not be limited to:
1. Helping the consumer identify precipitants to the consumer's criminal involvement.

2. Providing necessary treatment, support and education to help eliminate any unlawful activities or criminal involvement that may be a consequence of the consumer's mental illness.
 3. Collaborating with police, court personnel and jail/prison officials to ensure appropriate use of legal and mental health services.
- M. The ISRC team shall provide rehabilitation and support to assist consumers to find and maintain employment. Services to be provided shall include, but not be limited to:
1. Assessment of job-related interests and abilities based on a complete education and work history. This assessment shall consider the effects of the consumer's mental illness on employment, with identification of specific behaviors that interfere with the consumer's work performance and development of interventions to reduce or eliminate the behaviors.
 2. Assistance with each consumer's individual needs for job development, job-seeking skills, and on-the-job assessment, referral to training, and support so that consumers will acquire and maintain appropriate job and social skills necessary to get and keep employment:
 - a. Individual supportive counseling to assist the consumer to identify and cope with the symptoms of mental illness that may interfere with his/her work performance.
 - b. On-the-job or work-related crisis intervention.
 - c. Work-related supportive services, such as assistance with grooming and personal hygiene, securing appropriate clothing, wake-up calls, and transportation.
- N. The ISRC team shall provide support to the consumer's family and other members of the consumer's social network to help them manage the symptoms and illness of the consumer, reduce the level of family and social stress associated with the illness. The ISRC program shall assist them and the consumer to relate in a positive and supportive manner through such means as:
1. Education about the consumer's illness and their role in the therapeutic process.
 2. Supportive counseling.

3. Intervention to resolve conflict.
 4. Referral, as appropriate, of the family to therapy, self-help, peer supports, and other family support services; and
 5. Provision, as appropriate, of the consumer's other support systems with education and information about serious mental illnesses and ISRC treatment.
- O. The Contractor shall coordinate services with other community mental health and non-mental health providers, as well as other medical professionals, and shall provide the following functions for all consumers served:
1. Development of formal and informal affiliations with appropriate mental health, health care, addictions, and other human service providers, and inpatient units.
 2. Involvement of other pertinent agencies, the consumer's family, and members of the consumer's social network in the coordination of the assessment, and in the development, implementation and revision of service plans.
 3. Advocacy for and assistance to consumers to obtain needed benefits and services such as supplemental security income, housing subsidies, food stamps, medical assistance, and legal services.
 4. Coordination of meetings of the consumer's service providers in the community.
 5. Maintenance of ongoing communication with all other agencies serving the consumer, including hospitals, rehabilitation services and housing providers, as required.
 6. Maintain working relationships with other community services, such as education, law enforcement and social services.
 7. Coordination with existing community agencies to develop needed community support resources, including housing, employment options and income assistance; and
 8. Maintenance of a clinical treatment relationship with the consumer on a continuing basis, whether the consumer is in the hospital, in

the community, involved with other agencies or the criminal justice system.

9. Methods for service coordination and communication between contractor and other service providers serving the same consumers shall be developed and implemented consistent with County of Riverside confidentiality rules.
- P. Contractor will provide licensed residential care housing as needed by program participants.
1. Contractor's case managers will provide training and assistance to program participants in locating, securing and inhabiting housing which is appropriate to their levels of functioning.
 2. ISRC staff will correctly complete, within 14 days, all admission and discharge documentation (State hospital/and admit-discharge forms, change of status forms) each time an ISRC member is admitted or discharged from and IMD, State Hospital or ABC bed.

1.3 Assessment, Service Planning, Progress Notes

- A. Each clinical record shall contain an initial and comprehensive assessment.
1. The initial assessment shall be conducted at the time of the consumer's admission (also the date of the first face-to-face contact), documented in accordance with Department regulations and Medi-Cal/Medicare rules. The initial assessment shall include:
 - a. The referral source.
 - b. The reason for referral to the ISRC.
 - c. The rationale for admission to the ISRC.
 2. A comprehensive assessment shall be completed prior to the development of the comprehensive treatment plan. The comprehensive assessment shall include:
 - a. The clinical necessity for entry into or continued provision of ISRC services.
 - b. An identification of the strengths, abilities, needs, and preferences of the consumer.

- c. The consumer's expectations and desired outcomes.
- d. The outcomes anticipated by the assessor.
- e. Evidence of consultation with the consumer and, as appropriate, family members and significant others, to complete the assessment.
- f. Current psychiatric symptoms and mental status.
- g. Psychiatric history, including pattern of hospitalization and compliance with and response to prescribed medical/psychiatric treatment.
- h. Medical history; and complete and current physical which may be provided directly by the ISRC team, e.g., the psychiatrist, or through referral to a medical professional in the community.
- i. Medical, dental, and other health needs; e.g., nutritional.
- j. Extent and effect of alcohol, tobacco, and drug use.
- k. Housing situation and conditions of daily living.
- l. Vocational and educational functioning, including job-related interests and abilities, as well as on-the-job assessments; and assessment of the effect of the consumer's mental illness on employment. Specific behaviors that interfere with the consumer's work performance shall be identified and interventions to reduce or eliminate these behaviors shall be developed.
- m. Extent and effect of criminal justice involvement.
- n. Current social functioning.
- o. Recent life events.
- p. Self-care and independent living capacity.
- q. Relationship with consumer's family, significant others, family needs and supports.
- r. Other specified problems and needs.

s. Treatment recommendations.

3. Each assessment shall be conducted with active participation of the consumer, the consumer's family and significant others, when appropriate, and in accordance with the legal requirements for consumer consent to such involvement. Such participation shall be clearly documented in the clinical record.
4. The comprehensive assessment shall include consideration of all available information, including self-reports, input of family members and other significant parties and written summaries from other agencies, including police, courts, and inpatient facilities, where applicable.

B. Each clinical record shall contain an initial and comprehensive service plan and service plan revision.

1. An initial written service plan shall be developed on the date of the client's admission to the ISRC program. The initial service plan shall include:
 - a. The interventions which address the consumer's immediate needs for food, clothing, shelter, and medication.
 - b. Reason for referral/rationale for admission.
2. A comprehensive service plan shall be completed within required Medi-Cal certification time frames. The comprehensive service plan shall be based on the comprehensive assessment and shall include:
 - a. Goals and specific objectives written in behavioral, measurable terms, including target dates.
 - b. Specific treatment, rehabilitation and support interventions (including staff responsible for them), frequency and duration of interventions.
 - c. Key areas including symptom stability, symptom education and management, medication monitoring, substance abuse.
 - d. Criteria for termination of treatment, rehabilitation and support services.

e. The signatures of all participants involved in the development of the plan, including the psychiatrist, and the consumer, family members and/or significant others.

3. The comprehensive service plan shall document collaboration of the ISRC team, representatives from other agencies and facilities; e.g., IMD, ABC, licensed residential care facility, and/or other medical service providers, the consumer, members of the consumer's social network and, when indicated, the consumer's family.

4. Service plan revisions shall be based on:

a. Assessment of current functioning.

b. A summary of the consumer's progress or lack of progress since the last plan development or review.

c. The consumer's goals for treatment and/or changes the consumer would like to make in the service plan.

C. Each clinical record shall contain progress notes.

1. Progress notes shall be completed for each individual in compliance with Medi-Cal certification requirements shall be included in the clinical record within 72-hours. Documentation of services that occur after the team's regular working hours may be recorded the next working day. On week-ends and holidays, there should be a documented exchange of information between on-call staff.

2. On-call services shall be documented in a log to track after hour services to insure that follow-up documentation is completed.

3. Progress notes shall, at a minimum, address the following:

a. The date, time, and location where the service was provided, the duration of the contact, and the names of staff who rendered the services.

b. A risk assessment.

c. The type of visit and the services provided.

- d. The consumer's condition at the time of contact; including appearance, mood, affect, and mental illness symptoms.
- e. Interventions and their relationship to the treatment plan goals and objectives.
- f. A description of the consumer's response to treatment interventions.
- g. Ongoing monitoring of administration of medications and the detection of adverse drug reactions as appropriate.
- h. Ongoing communication with other service providers, including health care providers as appropriate.

1.4 **Staffing Responsibilities and Qualifications**

Awarded contractor(s) shall ensure that the following staffing requirements, which include, but are not limited to, the following, are met:

- A. Ensure the provision of culturally competent services.
- B. Provide administrative, supervisory, and clerical support for the program.
- C. Comply with fidelity measures required by the evidence-based practice.
- D. Provide outcome measures to all program participants as outlined in section 4.0.
- E. Ensure that all staff working with individuals receiving service be fingerprinted (Live Scan), and pass DOJ and FBI background checks.
- F. Ensure that personnel are competent and qualified to provide the services necessary.
- G. The Program Administrator (PA) shall employ sufficient numbers of qualified staff to provide required services at a 1:8.3 staff to consumer ratio as set forth in this agreement.
- H. The staff to consumer ratio on each team shall be no less than one full-time equivalent (FTE) to 8.3 consumers, excluding clerical and psychiatric staff
- I. Contractor shall assign an administrator who shall function as the ISRC Director/Coach, devoting a minimum of 10 hours per week per team. The

expanded ISRC Director/Coach does not function as a member of the team, but is responsive to the team's needs in order to:

1. Ensure that the team is operating in an egalitarian manner.
 2. Support the dynamic interaction and smooth functioning of the team.
 3. Promote efficient and effective utilization of staff functions.
 4. Coach team members in addressing conflicts that the team itself has been unable to resolve.
 5. Interact with outside agencies, organizations, and systems around development and coordination of affiliation agreements and mutual service provision for consumers.
 6. Advocate on behalf of the team for resources and support to enable the team to carry out its daily operations.
- J. Each ISRC team shall, at a minimum, consist of the following staff, all of whom shall be full-time unless otherwise noted below:
1. A licensed or board-certified psychiatrist, who shall provide a minimum of sixteen (16) hours of time face-to-face with consumers and/or team members each week for a caseload of 50 consumers, increased on a pro-rated basis for larger caseloads.
 2. Two licensed nurses (one Registered Nurse, one Licensed Vocational Nurse) who hold valid licenses in California and have two years of experience working with individuals with serious and persistent mental illness.
 3. At least one clinician who shall minimally hold a master's degree in a behavioral health science or counseling specialty from an accredited institution and have two years of post-Bachelor's experience working with individuals with serious and persistent mental illness. Contractor shall be responsible for providing Board of Behavioral Science required clinical supervision for any unlicensed clinician under waiver with State Department of Health Services/Mental Health.
 4. At least one substance abuse specialist who shall have two years of experience working with individuals with serious and persistent mental illness.

- a. Specialist(s) shall be appropriately credentialed as a Certified Alcohol and Drug Counselor (CADC), Certified MICA Specialist (CMS), Nationally Certified Alcohol and Drug Counselor (NCADC), Certified Drug Counselor (CDC), Certified Substance Abuse Counselor (CSAC), or Certified Alcohol Counselor (CAC).
 - b. Substance abuse specialists currently employed by the contractor on the date of adoption of these rules have up to three years from the date of the adoption of these rules to meet the licensure and/or credentialing requirements of this section. Substance abuse specialists hired after the date of adoption of these rules have three years from the date of hire to meet the credentialing requirements of this section.
 - c. Substance abuse specialists currently employed by the contractor on the date of adoption of these rules, or hired after the date of adoption of these rules, who are not actively credentialed shall minimally hold a Bachelor's degree in a behavioral science from an accredited institution and have two (2) years post-Bachelor's experience working with individuals with co-occurring serious and persistent mental illness and substance abuse.
 - d. RCDMH will monitor the completion of these credentialing requirements.
5. At least one rehabilitation, occupational or vocational specialist who shall hold a Bachelor's degree in a behavioral science from an accredited institution. This specialist shall have two years of post-Bachelor's experience in vocational assessment, job preparation or individualized job placement and/or job coaching with individuals with serious and persistent mental illness.
 6. At least three mental health specialists, e.g., "Mental Health Advocate", "Peer Advocate". Contractor may determine the exact job titles for these specialists. At least one of the mental health specialists shall be a primary consumer. These specialists shall meet, at a minimum, one of the following requirements:
 - a. Hold a Bachelor's degree in a behavioral health science from an accredited institution and have two years post Bachelor's experience in the provision of mental health services; or
 - b. A primary consumer who does not possess a Bachelor's degree as required in this section for the mental health specialist position shall be regarded as a full, professional member of the clinical

team, function under the same job description as other mental health specialists, and receive salary parity. The primary consumer may substitute demonstrated volunteer or paid experience working with individuals with serious and persistent mental illness in lieu of a bachelor's degree.

- c. Decisions regarding disclosure to consumer recipients of ISRC services or to their families and significant others that a staff person is himself/herself a consumer shall respect the individual preference of that staff person, be clinically driven, and made in consultation with the ACT team director/coach and the ACT team.
7. Contractor shall designate one team member as team facilitator. The team facilitator may assume minimal administrative responsibilities inherent in that role. The facilitator shall maintain constant communications with the ISRC Director/Coach around team functioning and service delivery, empower the team by modeling strong leadership and conveying the philosophy and principles of the expanded ISRC, create a climate that supports the dynamic interaction and participatory process of the team, ensure an equal distribution of team responsibilities, keep the team focused to complete daily and team issues meetings, efficiently and effectively, promote cross-training/education among various disciplines on the team, and facilitate a productive decision-making process around client needs.
8. ISRC teams shall be egalitarian and clinically self-directed. No one staff member or discipline, including the team facilitator, shall exercise sole administrative or clinical authority over any other members on the team. All staff shall be expected to work together and to share equally in decision-making, assessment, and treatment planning and treatment provision.
9. Clinical supervision shall be provided within the team by a master's level mental health professional. In the event that the team is unable to reach a collaborative decision via an egalitarian process, a master's level clinician may assume responsibility for the final decision. Additionally, the team may consult the expanded ISRC Director/Coach and/or other resources.
10. All team members shall rotate the provision of on-call services, including the outreach component.

11. The ISRC team shall conduct daily organizational meetings, held at regularly scheduled times, which shall include a review of the treatments, services and activities to be carried out on that day.
12. RCDMH may grant a time-limited waiver of staff requirements, provided that the following conditions are satisfied:
 - a. Contractor shall submit a written request for a waiver of staffing requirements to RCDMH.
 - b. The waiver request shall include all documentation justifying issuance of the waiver, including type and degree of hardship that would result to the program if a waiver were not granted, and clear clinical or programmatic justification for the waiver.
 - c. RCDMH reserves the right to request additional information before processing a waiver request.
 - d. Waivers of specific staffing standards shall be granted at the discretion of RCDMH, provided that the waiver does not adversely affect the health, safety and welfare or the rights of the consumers.
 - e. All waiver requests must be reviewed and approved by RCDMH.
 - f. Each grant of a waiver may be for a maximum time period of one year, subject to renewal upon request.
 - g. RCDMH shall communicate in writing to the contractor indication which requirements have been waived, the expiration date of the waiver, and any conditions or limitations which have been placed on the waiver.
 - h. Requests for staffing waiver may lead to adjustment of the monthly reimbursement.

2.0 **REGULATORY COMPLIANCE**

Contractor(s) shall:

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

- B. Participate in the RCDMH annual contract monitoring as well as more frequent program reviews. Any associated RCDMH Manager, Supervisor, or their Designee, with proper identification, shall be allowed to enter and inspect the facility.
- C. Submit monthly documentation to RCDMH as outlined by RCDMH.
- D. Maintain at all times appropriate licenses and permits to operate the programs pursuant to State laws and local ordinances.

3.0 **DOCUMENTATION OF SERVICES**

The Contractor shall maintain appropriate records documenting all of the services provided to or on behalf of consumers. These records shall include, but are not limited to:

- A. Individualized Service Plans—The Contractor will develop and maintain Individualized Service Plans identifying the treatment needs and recovery goals of each consumer. The service plan will provide a description of recovery goals and the methods and services that will be used to achieve those goals. The service plan must be signed by the consumer, indicating agreement with the plan, and signed by the family/support person(s) when feasible (with consumer consent).
- B. Service Documentation—The program will maintain referrals, assessments, progress notes, and any other documentation related to consumers' care in accordance with State and Federal standards and RCDMH policies. Service documentation will provide information regarding each consumer's level of involvement in the different treatment activities and his/her progress towards the achievement of his/her treatment goals.
- C. Medi-Cal reimbursable services will meet documentation standards of the Title 9, and be consistent with RCDMH policies and billing compliance standards.
- D. Contractor shall enter consumer and services information (consumer registration, fiscal and legal status, service billing, etc.) into the County's electronic database. Data entry needs to be completed within 3 business days of the date of the service delivered.
- E. Contractor will document all adverse incidents affecting the physical and emotional welfare of consumers in accordance with RCDMH Policy 248. Examples of adverse incidents include, but are not limited to, serious physical harm to self or others, serious destruction of property, missing persons, etc. The Contractor will notify RCDMH within twenty-four (24) hours of any serious adverse incidents affecting consumers' welfare.

- F. All clinical records must comply with Federal and State regulations, HIPAA, and RCDMH policies and procedures. Records shall conform to the requirements of the licensing authorities (Federal CMS and State Department of Health Services).
- G. Contractor shall submit a monthly contract report to RCDMH, as outline by RCDMH, which summarizes Contractor activities. Performance outcome measures will be completed based upon State Mental Health and RCDMH requirements.
- H. Records maintained by the Contractor on behalf of RCDMH are the property of RCDMH.

4.0 **PERFORMANCE OUTCOMES**

RCDMH will coordinate with evidence-based practice model guidelines and fidelity measurements to determine the required outcome measures to be utilized and monitored for this project. Outcome reporting as assigned by The Mental Health Services Oversight and Accountability Commission will be an additional requirement of awarded contractor(s).

5.0 **DISASTER PREPAREDNESS**

The awarded contractor(s) shall develop and update contingency plans to continue the delivery of services in the event of a man-made or natural disaster. Bidders are not required to address disaster preparedness in their proposals. However, bidders shall note that awarded contractor(s) will be required to develop and update contingency plans as part of any contracts resulting from this procurement. The County would expect that the awarded contractor(s) have a disaster plan in place and RCDMH would expect the contractor to have it available for review upon request and/or during contract monitoring visits.

6.0 **COUNTY SUPPORT AND TECHNICAL ASSISTANCE**

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

1 EXHIBIT B - MENTAL HEALTH

2 LAWS, REGULATIONS AND POLICIES

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

7 General Regulations

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

9 Government Code 26227 (Contracting with County)

10 Government Code 7550 (Reports)

11 Welfare and Institutions Code 5814(b) (Information and Reporting)

12 California Code of Regulations Title 9 Section 640 (Records)

13 42 Code of Federal Regulation 1320d et seq (Data Handling)

14 Welfare and Institutions Code 5608 (Program Monitoring)

15 Welfare and Institutions Code 5751.2 (Staffing)

16 HIPAA 1996: Public Law 104-91

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

18 Adult System of Care

19 California Welfare and Institutions Code Sections 5689 et seq.

20 Case Management/Service Regulations

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

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

24 Welfare and Institutions Code 5678-79

1 Welfare and Institutions Code 5867 (Maintenance of Effort)

2 42 Code of Federal Regulations 438.608 (Program Integrity Requirements)

3 California Welfare & Institutions Code Sections 5600.4 and 5699.4.

4 Charges and Billing (Financial Regulations)

5
6 California Welfare and Institutions Code 5651(a)(4), 5664, 5705(b)(3), 5718(c) (Cost
7 Reporting)

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

9 Government Code 8546.7 (Audits)

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

11 Centers for Medicare and Medicaid Services Manual

12 Child Abuse Reporting/Child Support

13 California Penal Code Sections 11164 – 11174.4 et seq.

14 Family Code, Section 5200 (Child Support)

15 Children System of Care

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

17 Community Care Facilities

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

20 Community Residential Treatment Program

21 California Welfare & Institutions Code Sections 5150 to 5152, 5600.2 to 5600.9 and
22 5672 to 5699 (Community Treatment)

23 California Welfare & Institutions Code Section 5670 et seq.

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

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Confidentiality

California Welfare & Institutions Code Section 5328 - 5330

California Welfare & Institutions Code Section 5330 (Monetary Penalties)

42 CFR 431.300

45 CFR Parts 160, 162 and 164 (Standards for Privacy of Individually Identifiable Health Information)

45 CFR 205.50

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)
Occupational Safety and Health Administration (OHSA) and Cal OHSA

Homeless Mentally Disabled

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

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)

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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 12111 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, 29 USC 794 (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 Plan)

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

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

County and Departmental policies, as applicable to this Agreement

Quality Assurance

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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)

Welfare and Institutions Code 5250 (Hearing Procedure)

Welfare and Institutions Code 5332-5337 (Incapacity Hearings)

Welfare and Institutions Code 14132.47 & Department of Health Services and 42 Code of Federal Regulations (Mental Health Medi-Cal Administrative Activities)

Social Rehabilitation Programs

California Code of Regulations, Title 9, Division 1, Chapter 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. 01/30/07 kds

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EXHIBIT C
REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: TELECARE CORPORATION
PROGRAM NAME: CRISIS HOSPITAL REGION
DEPARTMENT ID: 4100206286-74750-530280

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 of service provided, less revenue collected, not to exceed the maximum obligation of the COUNTY for that fiscal year as specified herein.

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

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

3. The final year-end settlement shall be based upon the final year end settlement type or types as indicated by an "X" below (please mark all that apply), including allowable costs for this agreement such as administrative cost, indirect cost and operating income and shall not exceed the percentage(s) or amount(s) as specified in the original contract proposal or subsequent negotiations received, made and/or approved by the COUNTY:

The final year-end settlement for non-Medi-Cal services (only) shall be based upon the actual allowable cost per unit,

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multiplied by the actual number of units of service, less revenue collected.

 X The final year-end settlement for Medi-Cal services (only) shall be based on final State approved Medi-Cal units, multiplied by the actual allowable cost per unit of service provided; or the Riverside County Maximum Allowable Rate (RCMAR); or Drug Medi-Cal rate; or customary charges (published rate), whichever is the lowest rate, less revenue collected. In addition, all year-end settlement for Drug Medi-Cal services shall be less a COUNTY administrative fee.

 The final year-end settlement for Narcotics Treatment Program (NTP) Medi-Cal services (only) shall be based on final State approved Medi-Cal units, multiplied by the Riverside County Drug Medi-Cal rate, or customary charges (published rate), whichever is lower, 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 of service provided, less revenue collected.

 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 or subsequent negotiations received, made or/and approved by the COUNTY.

 X 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

1 applicable maximum reimbursement rates promulgated each year by
2 the COUNTY.

3 B. MAXIMUM OBLIGATION:

4 COUNTY'S maximum obligation for FY 2013/2014 shall be \$1,742,484 subject
5 to availability of applicable Federal, State, local and/or COUNTY funds.

6 C. START-UP REIMBURSEMENT

- 7 1. If and when applicable, items to be purchased through Start-Up funds
8 are to be pre-approved by the COUNTY prior to purchase.
9 CONTRACTOR will submit a formal, written request for purchases to
10 the Program Manager or designee. This request shall include
11 estimated costs, justification for purchase, and proof of price
12 reasonableness.
13 2. CONTRACTOR will be paid in arrears based upon the actual cost of pre-
14 approved items up to the maximum Start-Up cost obligation.
15 CONTRACTOR will submit a claim on their stationery to include proof of
16 cost(s) for said Start-Up items. Claims shall be submitted to the
17 appropriate Program or Regional Manager of the County's Department
18 of Mental Health, no later than the tenth (10th) working day of each
19 month. Start-Up cost claims shall be submitted separately from the claim
20 for Contract Client Services.

21 D. START-UP COST FURNISHINGS AND EQUIPMENT:

- 22 1. APPROVAL FOR PURCHASE: Any equipment or furnishings are
23 required to be approved by COUNTY in writing prior to making
24 purchase. Any equipment or furnishings not approved by COUNTY
25 prior to purchase shall not be reimbursed to CONTRACTOR by
26 COUNTY either as a start up or operating cost at any time.
27 2. OWNERSHIP: Equipment and furnishings purchased through this
28 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.

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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 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

1 ownership rights; or (2) disposed of and proceeds paid to COUNTY
2 in a manner that results in COUNTY being reimbursed in the amount
3 of the current fair market value of the real or personal property less
4 any portion of the current value attributable to CONTRACTOR's out
5 of pocket expenditures using non-county funds for acquisition of, or
6 improvement to, such real or personal property and less any direct
and reasonable costs of disposition.

7 **E. BUDGET:**

8 Schedule I presents (for budgetary and planning purposes only) the budget
9 details pursuant to this Agreement. Where applicable, Schedule I contains
10 department identification number (dept. id), Program Code, billable and non-
11 billable mode(s) and service function(s), units, expected revenues, maximum
12 obligation and source of funding pursuant to this Agreement.

13 **F. MEDI-CAL (MC):**

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

24 **G. REVENUES:**

25 As applicable:

- 26 1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the
27 Welfare & Institutions Code, and as further contained in the State
28 Department of Health Care Services Revenue Manual, Section 1,
CONTRACTOR shall collect revenues for the provision of the services

1 described pursuant to Exhibit A. Such revenues may include but are
2 not limited to, fees for services, private contributions, grants or other
3 funds. All revenues received by CONTRACTOR shall be reported in
4 their annual Cost Report, and shall be used to offset gross cost.

- 5 2. CONTRACTOR shall be responsible for checking and confirming Medi-
6 Cal eligibility for its patient(s)/client(s) prior to the patient(s)/client(s)
7 receiving services(s) and prior to services being billed in order to ensure
8 proper billing of Medi-Cal eligible services for all applicable
9 patient(s)/clients(s).
- 10 3. Patient/client eligibility for reimbursement from Medi-Cal, Private
11 Insurance, Medicare, or other third party benefits shall be determined
12 by the CONTRACTOR at all times for billing or service purposes.
13 CONTRACTOR shall pursue payment from all potential sources in
14 sequential order, with Medi-Cal as payor of last resort.
- 15 4. CONTRACTOR is to attempt to collect first from Medicare (if site is
16 Medicare certified and if CONTRACTOR staff is enrolled in Medicare
17 program), then insurance and then first party. In addition,
18 CONTRACTOR is responsible for adhering to and complying with all
19 applicable Federal, State and local Medi-Cal and Medicare laws and
20 regulations as it relates to providing services to Medi-Cal and Medicare
21 beneficiaries.
- 22 5. If a client has both Medicare or Insurance and Medi-Cal coverage, a
23 copy of the Medicare or Insurance Explanation of Benefits (EOB) must
24 be provided to the COUNTY within thirty (30) days of receipt of the EOB
25 date.
- 26 6. CONTRACTOR is obligated to collect from the client any Medicare co-
27 insurance and/or deductible if the site is Medicare certified or if provider
28 site is in the process of becoming Medicare certified or if the provider is
enrolled in Medicare. 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.

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CONTRACTOR must notify the COUNTY in writing of cleared Medi-Cal Share of Cost (s) within seventy two (72) hours (excluding holidays) of the CONTRACTOR'S received notification from the State. CONTRACTOR shall be responsible for faxing the cleared Medi-Cal Share of Cost documentation to fax number (951) 955-7361 OR to your organization's appropriate COUNTY Region or Program contact. 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. If and when applicable, 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. If and where applicable, CONTRACTOR shall submit to COUNTY, with signed contract, a copy of CONTRACTOR'S customary charges (published rates).
- 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 each fiscal year contract period of performance.
- 10. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client fees. Notification must be made within ten (10) days following any fee increase.

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H. 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 prior written consent and approval is received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor prior to either the end of the Contract Period of Performance or the end of the fiscal year (June 30th). Approval shall not exceed the maximum obligation.
2. In addition, CONTRACTOR may not, under any circumstances and without prior written consent and approval being received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor, reallocate funds between mode and service functions as designated in the Schedule I that are defined as non-billable by the COUNTY, State or Federal governments from or to mode and service functions that are defined as billable by the COUNTY, State or Federal governments.
3. If this Agreement includes more than one Exhibit C and/or more than one Schedule I, shifting of funds from one Exhibit C to another and/or from one Schedule I to another is also prohibited without prior written consent and approval being received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor prior to the end of either the Contract Period of Performance or fiscal year.

I. RECOGNITION OF FINANCIAL SUPPORT:

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

J. PAYMENT:

1. Monthly reimbursements may be withheld and recouped at the discretion of the Director or its designee due to material contract non-compliance, including audit disallowances, invoice(s), or contract overpayment, and/or adjustments or disallowances resulting from the COUNTY

1 Contract Monitoring Review (CMT), COUNTY Program Monitoring,
2 Federal or State Audit, and/or the Cost Report Reconciliation/Settlement
3 process.

4 2. In addition, if the COUNTY determines that there is any portion (or all) of
5 the CONTRACTOR invoice(s) that cannot be substantiated, verified or
6 proven to be valid in any way for any fiscal year, then the COUNTY
7 reserves the right to disallow and/or withhold current and/or future
8 payments from CONTRACTOR until valid, substantial proof of any
9 and/or all items billed for is received, verified and approved by the
10 COUNTY.

11 3. In addition to the annual CMT, Program Monitoring, and Cost Report
12 Reconciliation/Settlement processes, the COUNTY reserves the right to
13 perform impromptu CMTs without any prior written or verbal notice, or
14 periodic system service reviews and subsequent deletes and denial
15 monitoring for this agreement throughout the fiscal year in order to
16 minimize and prevent COUNTY and CONTRACTOR loss and/or
17 inaccurate billing and/or reports. The COUNTY, at its discretion, may
18 withhold and/or offset invoices and/or monthly reimbursements to
19 CONTRACTOR, at any time without prior notification to CONTRACTOR,
20 for service deletes and denials that may occur in association with this
21 agreement. COUNTY shall notify CONTRACTOR of any such instances
22 of services deletes and denials and subsequent withholds and/or
23 reductions to CONTRACTOR invoices or monthly reimbursements.

24 4. Notwithstanding the provisions of Paragraph J-1 and J-2 above,
25 CONTRACTOR shall be paid in arrears based upon either the actual
26 units of services provided and entered into the COUNTY'S specified
27 Electronic Management Information System (MIS) or on a one twelfth
28 (1/12th) monthly basis as specified in Paragraph A-1 above.

a. CONTRACTOR will be responsible for entering all service related
data into the COUNTY's MIS (i.e. Provider Connect or CalOMS)

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

3 b. CONTRACTOR must also submit to the COUNTY a signed
4 Program Integrity Form (PIF) (attached as Exhibit C,
5 Attachment A) signed by the Director or authorized designee of
6 the CONTRACTOR organization. This form must be faxed and/or
7 emailed (PDF format only) to the COUNTY at 1) for Mental Health
8 fax to: (951) 358-4792, 2) for Substance Abuse fax to: (951) 683-
9 4904, and/or emailed to ELMR PIF@rcmhd.org. The
10 CONTRACTOR PIF form must be received by the COUNTY via
11 fax and/or email for the prior month no later than 5:00 p.m. on the
12 fifth (5th) working day of the current month.

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

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

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

- 1 6. CONTRACTOR shall provide the COUNTY with all information
2 necessary for the preparation and submission to the State, if applicable,
3 for all billings, and the audit of all billings.
- 4 7. In order to insure that CONTRACTOR will receive reimbursement for
5 services rendered under this agreement, CONTRACTOR shall be
6 responsible for notifying Medi-Cal if at any time CONTRACTOR
7 discovers or is made aware that client Medicare and/or Insurance
8 coverage has been terminated or otherwise is not in effect.
- 9 8. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will
10 be paid by the COUNTY thirty (30) calendar days after the date a correct
11 PIF is received by the COUNTY and invoice is generated by the
12 applicable COUNTY Region/Program.

13 **K. COST REPORT:**

- 14 1. For each fiscal year, or portion thereof, that this Agreement is in effect,
15 CONTRACTOR shall provide to COUNTY two (2) copies, per each
16 Program Code (formerly known as RU number), an annual Cost Report
17 with an accompanying financial statement and applicable supporting
18 documentation to reconcile to the Cost Report within one of the length of
19 times as follows and as indicated below by an "X":
- 20 _____ Thirty (30) calendar days following the end of each fiscal year
21 (June 30th), or the expiration or termination of the contract,
22 whichever occurs first.
- 23 X Forty-five (45) calendar days following the end of each fiscal
24 year (June 30th), or the expiration or termination of the contract,
25 whichever occurs first.
- 26 _____ Seventy-Five (75) calendar days following the end of each fiscal
27 year (June 30th), or the expiration or termination of the contract,
28 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.

- 1 3. CONTRACTOR shall follow all applicable Federal, State and local
2 regulations and guidelines to formulate proper cost reports, including but
3 not limited to OMB-circular A-122, OMB-circular A-87, etc.
- 4 4. It is mandatory that the CONTRACTOR send one representative to the
5 cost report training annually that is held by COUNTY that covers the
6 preparation of the year-end Cost Report. The COUNTY will notify
7 CONTRACTOR of the date(s) and time(s) of the training. Attendance at
8 the training is mandatory annually in order to ensure that the Cost
9 Reports are completed appropriately. Failure to attend this training will
10 result in delay of any reimbursements to the CONTRACTOR.
- 11 5. CONTRACTOR will be notified in writing by COUNTY, if the Cost
12 Report has not been received within the specified length of time as
13 indicated in Section I, paragraph 1 above. Future monthly
14 reimbursements will be withheld if the Cost Report contains errors that
15 are not corrected within ten (10) calendar days of written or verbal
16 notification from the COUNTY. Failure to meet any pre-approved
17 deadlines and/or extension will immediately result in the withholding of
18 future monthly reimbursements.
- 19 6. The Cost Report shall serve as the basis for year-end settlement to
20 CONTRACTOR including a reconciliation and adjustment of all
21 payments made to CONTRACTOR and all revenue received by
22 CONTRACTOR. Any payments made in excess of Cost Report
23 settlement shall be repaid upon demand, or will be deducted from the
24 next payment to CONTRACTOR.
- 25 7. All current and/or future payments to CONTRACTOR will be withheld by
26 the COUNTY until all final, current and prior year Cost Report (s) have
27 been reconciled, settled and signed by CONTRACTOR, and received
28 and approved by the COUNTY.
8. CONTRACTOR shall report Actual Costs separately, if deemed
applicable and as per CONTRACTOR Schedule I, to provide Contract
Client Ancillary Services, Prescriptions, Health Maintenance Costs, and

1 Flexible funding costs under this agreement on the annual cost report.
2 Where deemed applicable, Actual Costs for Indirect Administrative
3 Expenses shall not exceed the percentage of cost as submitted in the
4 CONTRACT Request for Proposal or Cost Proposal(s).

5 L. BANKRUPTCY:

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

12 M. AUDITS:

- 13 i. CONTRACTOR agrees that any duly authorized representative of the
14 Federal Government, the State or COUNTY shall have the right to
15 audit, inspect, excerpt, copy or transcribe any pertinent records and
16 documentation relating to this Agreement or previous Agreements in
17 previous years.
- 18 ii. If this contract is terminated in accordance with Section XXIX,
19 TERMINATION PROVISIONS, the COUNTY, Federal and/or State
20 governments may conduct a final audit of the CONTRACTOR. Final
21 reimbursement to CONTRACTOR by COUNTY shall not be made until
22 all audit results are known and all accounts are reconciled. If
23 applicable, revenue collected by CONTRACTOR during this period for
24 services provided under the terms of this Agreement will be regarded
25 as revenue received and deducted as such from the final
26 reimbursement claim.
- 27 iii. Any audit exception resulting from an audit conducted by any duly
28 authorized representative of the Federal Government, the State or
COUNTY shall be the sole responsibility of the CONTRACTOR. Any
audit disallowance adjustments shall be paid in full upon demand or
withheld at the discretion of the Director of Mental Health against

1 amounts due under this Agreement or Agreement(s) in subsequent
2 years.

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

15 N. TRAINING:

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

26 /Rev. KS/AM/NE/SL/MS/KAS 13/14

DATE SUBMITTED TO COUNTY: _____

BILLING/SERVICE PERIOD: _____

BILL ENUMERATOR: _____

PROVIDER AGENCY NAME: _____

CONTRACT NAME AND REGION: _____

SERVICE LOCATION (ADDRESS): _____

RU's (FOR THIS LOCATION AND BILLING ONLY): _____

CERTIFICATION OF CLAIMS AND PROGRAM INTEGRITY FORM

Medi-Cal and/or Medicare Eligible Certification of Claims and Program Integrity (ONLY)

I, as an authorized representative of _____, **HEREBY CERTIFY** under penalty of perjury to the following: An assessment of the beneficiaries was conducted by _____ in compliance with the requirements as set forth and established in the contract with the Riverside County Department of Mental Health (RCDMH) and as stipulated by all applicable Federal, State and/or County laws for Medi-Cal and Medicare beneficiaries. The beneficiaries were eligible to receive Medi-Cal and/or Medicare services at the time the services were provided to the beneficiaries. The services included in the claim were actually provided to the beneficiaries in association with and as stipulated by the claim. Medical necessity was established by my organization for the beneficiaries as defined under Title 9, California Code of Regulations, Division 1, Chapter 11, for the service or services provided, for the time frame in which the services were provided, and by a certified and/or licensed professional as stipulated by all applicable Federal, State and County laws and regulations. A client plan was developed and maintained for the beneficiaries that met all client plan requirements established in the contract with the RCDMH and as stipulated by all applicable Federal, State and/or County law.

Signature of Authorized Provider

Printed Name of Authorized Provider

Date: _____

Non-Medi-Cal and/or Medicare Eligible Certification of Claims and Program Integrity (ONLY)

I, as an authorized representative of _____, **HEREBY CERTIFY** under penalty of perjury to the following: An assessment of the beneficiaries was conducted by _____ in compliance with the requirements as set forth and established in the contract with the Riverside County Department of Mental Health (RCDMH) and as stipulated by all applicable Federal, State and/or County laws for consumers who are referred by the County to the Provider for mental health specialty services. The beneficiaries were referred to receive services at the time the services were provided to the beneficiaries in association with and as stipulated by the claim. The services included in the claim were actually provided to the beneficiaries and for the time frame in which the services were provided, and by a certified and/or licensed professional as stipulated by all applicable Federal, State and County laws and regulations. A client careplan was developed and maintained for the beneficiaries that met all client careplan requirements established in the contract with the RCDMH and as stipulated by all applicable Federal, State and/or County law.

Signature of Authorized Provider

Printed Name of Authorized Provider

Date: _____



