

1 formal Agreement amendment. Involuntary changes of status due to disasters
2 should be reported to the COUNTY as soon as possible.

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

3 VII

4 DELEGATION AND ASSIGNMENT:

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

20 VIII

21 ALTERATION:

22 No alteration or variation of the terms of this Agreement shall be valid unless made
23 in writing and signed by the parties hereto. No oral understanding or agreement not
24

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

20 INDEMNIFICATION:

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

10 INSURANCE:

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

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

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

10 C. Vehicle Liability

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

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

8 E. General Insurance Provisions - All Lines

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

12 If the COUNTY Risk Manager waives a requirement for a particular insurer, such
13 waiver is only valid for that specific insurer and only for one policy term.

- 14 2. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or
15 self-insured retentions. If such deductibles or self-insured retentions exceed
16 \$500,000 per occurrence, such deductibles and/or retentions shall have the prior
17 written consent of the COUNTY Risk Manager before the commencement of
18 operations under this Agreement. Upon notification of deductibles or self insured
19 retentions which are deemed unacceptable to the COUNTY, at the election of the
20 COUNTY Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or
21 eliminate such deductibles or self-insured retentions with respect to this Agreement
22 with the COUNTY, or 2) procure a bond which guarantees payment of losses and
23 related investigations, claims administration, defense costs and expenses.
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1 3. The CONTRACTOR shall cause their insurance carrier(s) to furnish the County of
2 Riverside with 1) a properly executed original Certificate(s) of Insurance and
3 certified original copies of Endorsements effecting coverage as required herein; or,
4 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide
5 original Certified copies of policies including all Endorsements and all attachments
6 thereto, showing such insurance is in full force and effect. Further, said Certificate(s)
7 and policies of insurance shall contain the covenant of the insurance carrier(s) shall
8 provide no less than thirty (30) days written notice be given to the County of
9 Riverside prior to any material modification or cancellation of such insurance. In the
10 event of a material modification or cancellation of coverage, this Agreement shall
11 terminate forthwith, unless the County of Riverside receives, prior to such effective
12 date, another properly executed original Certificate of Insurance and original copies
13 of endorsements or certified original policies, including all endorsements and
14 attachments thereto evidencing coverage and the insurance required herein is in full
15 force and effect. Individual(s) authorized by the insurance carrier to do so on its
16 behalf shall sign the original endorsements for each policy and the Certificate of
17 Insurance. Certificates of insurance and certified original copies of Endorsements
18 effecting coverage as required herein shall be delivered to Riverside County Mental
19 Health Department, P.O. Box 7549, Riverside, CA 92513-7549, Contracts Division.
20 CONTRACTOR shall not commence operations until the County of Riverside has
21 been furnished original Certificate(s) of Insurance and certified original copies of
22 endorsements or policies of insurance, including all endorsements and any and all
23 other attachments as required in this Section.
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- 1 4. It is understood and agreed by the parties hereto and the CONTRACTOR'S
2 insurance company(s), that the Certificate(s) of Insurance and policies shall so
3 covenant and shall be construed as primary insurance, and the COUNTY'S
4 insurance and/or deductibles and/or self-insured retentions or self-insured programs
5 shall not be construed as contributory.
6
7 5. CONTRACTOR shall pass down the insurance obligations contained herein to all
8 tiers of subcontractors working under this Agreement.
9
10 6. Failure by CONTRACTOR to procure and maintain the required insurance shall
11 constitute a material breach of the Agreement upon which COUNTY may
12 immediately terminate or suspend this Agreement.

13 XII

14 LIMITATION OF COUNTY LIABILITY:

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

20 WARRANTY AGAINST CONTINGENT FEES:

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

3 XIV

4 NONDISCRIMINATION:

5 A. Employment

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

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

- 10 1. CONTRACTOR certifies that CONTRACTOR and any or all of its
11 Subcontractors shall not unlawfully discriminate in the provision of services
12 because of race, color, creed, national origin, sex, age, or physical, sensory,
13 cognitive, or mental disability as provided by state and federal law and in
14 accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)];
15 Age Discrimination Act of 1975 (42 USC 6101); Section 504 of the
16 Rehabilitation Act of 1973 (29 USC 794) (as amended); Education
17 Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990
18 (42 USC 12101); Title 45, CFR, Part 84; provisions of the Fair Employment
19 and Housing Act (Government Code Section 12900 et. Seq.) and regulations
20 promulgated hereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division
21 3, Article 9.5 of the Government Code commencing with Section 11135; and
22 Chapter 6 of Division 4 of Title 9 of the CCR, commencing with Section
23 10800.
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1 2. For the purpose of this Agreement, discrimination on the basis of race, color,
2 creed, national origin, sex age, or physical, sensory, cognitive, or mental
3 disability includes, but is not limited to, the following: denying an otherwise
4 eligible individual any service or providing benefit which is different, or is
5 provided in a different manner or at a different time, from that provided to
6 others under this Agreement; subjecting any otherwise eligible individual to
7 segregation or separate treatment in any matter related to the receipt of any
8 services; restricting an otherwise eligible individual in any way in the
9 enjoyment of any advantages or privilege enjoyed by others receiving any
10 services or benefit; and/or treating any individual differently from others in
11 determining whether such individual satisfied any admission, enrollment,
12 eligibility, membership, or other requirement or condition which individuals
13 must meet in order to be provided any service or benefit.

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

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

PERSONS WITH DISABILITIES:

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

XVI

REPORTS:

- A. CONTRACTOR shall participate in the COUNTY'S Management Information System (MIS) as required by the Director, or his authorized designee. CONTRACTOR shall report to the program, applicable client and staff related data regarding the CONTRACTOR'S program by the fifth (5th) working day of the following month.
- B. CONTRACTOR shall provide the COUNTY with applicable reporting documentation as specified and/or required by the COUNTY, State Department of Mental Health and Federal guidelines. COUNTY may provide additional instructions on reporting requirements.
- C. CONTRACTOR shall comply with the State reporting requirements pursuant to the California Code of Regulations, Title 9, section 10561. Upon the occurrence of any of the events listed hereafter, the CONTRACTOR shall make a telephonic report to the State department licensing staff (hereinafter "State") within one (1) working day. The telephonic report is to be followed by a written report to the COUNTY within twenty-four (24) hours of the incident and within seven (7) days of the event to the State. If a

1 report to local authorities exists which meets the requirements cited, a copy of such a
2 report will suffice for the written report required by the State.

3 1. Events reported shall include:

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

12 2. Information provided shall include the following:

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

- 18 (i) The organizational changes specified in Section 10531(a) of this
19 subchapter
- 20 (ii) Any change in the licensee's or applicant's mailing address
- 21 (iii) Any change of the administrator of the facility. Such notification shall
22 include the new administrator's name, address and qualifications.
23

24 D. CONTRACTOR must adhere to all applicable Federal, State and County reporting
25 requirements as mandated. The COUNTY shall provide necessary instructions and
26 direction to CONTRACTOR regarding COUNTY policies and procedures for meeting
27 requirements.
28

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

8
9 F. As Mental Health and/or Substance Abuse service providers and funding recipients,
10 under the State Charitable Choice requirements, CONTRACTOR must adhere to the
11 following:

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

25 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

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

5 XVIII

6 CONFIDENTIALITY:

7
8 CONTRACTOR shall maintain the confidentiality of all client identifying
9 information contained in records, including but not limited to patient/client records/charts,
10 billing records, research and client identifying reports, and the COUNTY'S client
11 management information system (ELMR) in accordance with WIC Sections 14100.2 and
12 5328 et seq, Title 42 Code of Federal Regulations, Section 431.300 et seq., Section 1320
13 D et seq, of Title 42, United States Code and it's impending regulations (including but not
14 limited to Title 45, CFR, Parts 142, 160, 162, 164) and all other applicable current or
15 future COUNTY, State and Federal laws, regulations, ordinances and directives relating to
16 confidentiality and security of client records and information.
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19 A. The CONTRACTOR shall protect from unauthorized disclosure, confidential client
20 identifying information obtained or generated in the course of providing services
21 pursuant to this Agreement except for non-identifying statistical information. The
22 CONTRACTOR shall not use identifying information for any purpose other than
23 carrying out the CONTRACTOR'S obligations under this Agreement.
24

25 B. The CONTRACTOR shall not disclose confidential client identifying information
26 except as authorized by client, clients' legal representative or as permitted by Federal
27 or State law, to anyone other than the COUNTY or State without prior valid
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1 authorization from the client or clients' legal representative in accordance with State
2 and Federal laws. Any disclosures made shall be logged and the log maintained in
3 accordance with State and Federal law.

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

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

15
16 E. Notification of Electronic Breach or Improper Disclosure

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

4 Attention: Mental Health Compliance Officer
5
6 Riverside County Department of Mental Health
7
8 P.O. Box 7549
9
10 Riverside, CA 92513

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

15 F. Safeguards

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

3 G. The CONTRACTOR shall implement strong access controls and other security
4 safeguards and precautions as noted in the following to restrict logical and physical
5 access to confidential, personal (e.g. PHI) or sensitive data to authorized users only.
6 The CONTRACTOR shall enforce the following administrative and technical
7 password controls on all systems used to process or store confidential, personal, or
8 sensitive data:
9

10 1. Passwords must not be:

11 a. Shared or written down where they are accessible or recognizable by anyone

12 else, such as taped to computer screens, stored under keyboards, or visible
13 in a work area;

14 b. A dictionary word; and

15 c. Stored in clear text

16 2. Passwords must be:

17 a. Eight (8) characters or more in length

18 b. Changed every 90 days

19 c. Changed immediately if revealed or compromised

20 d. Composed of characteristics from at least three of the following four groups
21 from the standard keyboard:

22 (i) Upper Case letter (A-Z);

23 (ii) Lower case letters (a-z);

24 (iii) Arabic numerals (0 through 9); and
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1 (iv) Non-alphanumeric characters (punctuation symbols)

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

- 5 1. Network-based firewall and/or personal firewall;
6
7 2. Continuously updated anti-virus software; and
8
9 3. Patch management process including installation of all operating
10 system/software vendor security patches.

11 I. The CONTRACTOR shall utilize a commercial encryption solution that has
12 received FIPS 140 -2 validation to encrypt all confidential, personal, or sensitive
13 data stored on portable electronic media (including, but not limited to, CDs and
14 thumb drives) and on portable computing devices (including, but not limited to,
15 laptop and notebook computers). The CONTRACTOR shall not transmit
16 confidential, personal, or sensitive data via-e-mail or other internet transport
17 protocol unless the data is encrypted by a solution that has been validated by the
18 National Institute of Standards and Technology (NIST) as conforming to the
19 Advanced Encryption Standard (AES) Algorithm or Triple DES.
20

21 1. Mitigation of Harmful Effects

22 The CONTRACTOR shall mitigate, to the extent practicable, any harmful effect
23 that is known to CONTRACTOR of a use or disclosure of PHI by
24 CONTRACTOR or its subcontractors in violation of the requirements of these
25 Provisions.
26

27 2. Employee Training and Discipline
28

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

8 3. Disclaimer

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

17 4. Interpretation

18 The terms and conditions in these Provisions shall be interpreted as broadly as
19 necessary to implement and comply with HIPAA, the HIPAA regulations and
20 applicable State laws. The parties agree that any ambiguity in the terms and
21 conditions of these Provisions shall be resolved in favor of a meaning that
22 complies and is consistent with HIPAA and the HIPAA regulations.
23
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25 CONTRACTOR shall require all its officers, employees, associates, and agents
26 providing services hereunder to acknowledge, in writing, understanding of and
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1 agreement to comply with all confidentiality provisions as set forth in this
2 Agreement.

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

10 XIX

11 RECORDS/INFORMATION AND RECORD RETENTION:

12 All records shall be available for inspection by the designated auditors of COUNTY, State
13 Department of Justice, State Department of Health Care Services, U.S. Department of
14 Health and Human Services and the U.S Office of the Inspector General at reasonable
15 times during normal business hours. Records include, but are not limited to all physical
16 and electronic records originated or prepared pursuant to the performance under this
17 Agreement including, but not limited to, working papers, reports, financial records or
18 books of account, medical records, prescription files, subcontracts, any and other
19 documentation pertaining to medical and non-medical services for clients. Upon request,
20 at any time during the period of this Agreement, the CONTRACTOR will furnish any
21 such record or copy thereof, to the COUNTY. CONTRACTOR shall be subject to the
22 examination and audit of the Office of the Inspector General for a period of three (3) years
23 after final payment under the Agreement.
24
25
26

27 A. Medical Records
28

1 CONTRACTOR shall adhere to the licensing authority, the State Department of
2 Social Services, the State Department of Health Care Services and Medi-Cal
3 documentation standards, as applicable. CONTRACTOR shall maintain adequate
4 medical records on each individual patient which includes at a minimum, a client care
5 plan, diagnostic procedures, evaluation studies, problems to be addressed,
6 medications provided, and records of service provided by the various personnel in
7 sufficient detail to make possible an evaluation of services, including records of
8 patient interviews and progress notes.
9

10 **B. Financial Records**

11 CONTRACTOR shall maintain complete financial records that clearly reflect the cost
12 of each type of service for which payment is claimed. Any apportionment of costs
13 shall be made in accordance with generally accepted accounting principles and shall
14 evidence proper audit trails reflecting the true cost of the services rendered.
15 Allowable costs shall be those costs defined in Centers for Medicare and Medicaid
16 Services Manual (CMS 15-1). Statistical data shall be kept and reports made as
17 required by the DIRECTOR, or his designee, and the State of California. All such
18 records shall be available for inspection by the designated auditors of COUNTY or
19 State at reasonable times during normal business hours.
20
21

22 **C. Financial Record Retention**

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

27 **D. Patient/Client Record Retention**

1 Patient/Client records shall be maintained and retained by CONTRACTOR for a
2 minimum of seven (7) years following discharge of the client. Records of minors
3 shall be kept for seven (7) years after such minor has reached the age of eighteen
4 (18) years. Thereafter, the client file is retained for seven (7) years after the client
5 has been discharged from services.

6
7 E. Shared Records/Information

8 CONTRACTOR and COUNTY shall maintain a reciprocal shared record and
9 information policy, which allows for sharing of client records and information
10 between CONTRACTOR and COUNTY. Either COUNTY or CONTRACTOR
11 shall not release these client records or information to a third party without a valid
12 authorization.

13
14 F. Client Records

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

23
24
25 G. Records Inspection

26 All records shall be available for inspection by all applicable and designated Federal,
27 State, and COUNTY auditors during normal business hours. Records shall include,
28

1 but are not limited to, all physical and electronic records originated or prepared
2 pursuant to the performance under this Agreement; including, but not limited to,
3 working papers, reports, financial records or books of account, medical records,
4 prescription files, subcontracts, any and other documentation pertaining to medical
5 and non-medical services for clients. Upon request, at any time during the period of
6 this Agreement, the CONTRACTOR will furnish any such records or copies thereof,
7 to the applicable Federal, State and COUNTY auditors. CONTRACTOR shall be
8 subject to the examination and audit of the Office of the Inspector General for a
9 period of no less than five (5) years pertaining to individuals over the age of eighteen
10 (18) years of age related documentation; and no more than ten (10) years pertaining
11 to minor related documentation after final payment under Agreement.
12
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15 XX

16 STAFFING:

17
18 CONTRACTOR shall comply with the staffing expectations as required by state
19 licensing requirements and as may be additionally described in Exhibit A. Such personnel
20 shall be qualified, holding appropriate license(s)/certificate(s) for the services provided in
21 accordance with the WIC Section 5751.2, the requirements set forth in Title 9 of the
22 California Code of Regulations (CCR), the Business and Professions Code, State
23 Department of Health Care Services policy letters, and any amendments thereto.
24 CONTRACTOR shall maintain specific job descriptions/duty statements for each position
25 describing the assigned duties, reporting relationship, and shall provide sufficient detail to
26 serve as the basis for an annual performance evaluation. Furthermore, CONTRACTOR
27
28

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

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

- 6
- 7 1. A list of persons by name, title, and professional degree, including, but not limited
8 to, licensing, experience, credentials, Cardiopulmonary Resuscitation (CPR)
9 Training, First Aid training, languages spoken, Race/Ethnicity with an option to
10 select "Prefer Not to Say" and/or certification and experience of persons providing
11 services hereunder, and any other information deemed necessary by the
12 DIRECTOR or designee. All certifications should comply with applicable
13 California Health and Safety Code of Regulations.
 - 14 2. Previously established and/or updated Personnel policies and procedures;
 - 15 3. Updated personnel file for each staff member (including subcontractors, as
16 approved by COUNTY and volunteers) that includes at minimum the following:
 - 17 a. Resume, employment application, proof of current licensure, all applicable
18 employment related certifications, registration;
 - 19 b. List of all applicable trainings during time of employment to present;
 - 20 c. Annual Job performance evaluation; and
 - 21 d. Personnel action document for each change in status of the employee.
- 22
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25 B. During the term of this Agreement, CONTRACTOR with fifteen (15) or more
26 employees will designate a Disability Access Coordinator. The Access Coordinator is
27
28

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

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

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

12
13 E. CONTRACTOR shall establish and disseminate written policies for all employees
14 that include detailed information about the False Claims Act and the other provisions
15 named in Section 1902(a)(68)(A). Included in these written policies shall be
16 detailed information about CONTRACTOR'S policies and procedures for detecting
17 and preventing fraud, waste, and abuse in federal, state and local health care
18 programs. CONTRACTOR shall also include in any employee handbook a specific
19 discussion of the laws described in the written policies, the rights of employees to be
20 protected as whistleblowers, and a specific discussion of CONTRACTOR'S policies
21 and procedures for detecting and preventing fraud, waste and abuse.

22
23
24 F. CONTRACTOR shall follow all Federal, State and County policies, laws and
25 regulations regarding Staffing and/or Employee compensation. CONTRACTOR
26 shall not pay or compensate any of its Staff, Personnel or Employees by means of
27 cash. All payments or compensation made to CONTRACTOR Staff, Personnel
28

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

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

19 H. CONTRACTOR shall be responsible for checking, on a quarterly basis, the Office of
20 the Inspector General (OIG) website (<http://www.oig.hhs.gov>) to validate that none
21 of CONTRACTOR'S staff are on the OIG or Medi-Cal list of excluded individuals
22 to provide direct services to COUNTY clients. CONTRACTOR shall notify, in
23 writing within thirty (30) calendar days, if and when any CONTRACTOR'S
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1 personnel are found listed on this site and what action has been taken to remedy the
2 matter.

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

21 CULTURAL COMPETENCY

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

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

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

3 a. A qualified interpreter is defined as someone who is fluent in English and
4 in the necessary second language, who can accurately speak, read and
5 readily interpret the necessary second language and/or accurately sign and
6 read sign language. A qualified interpreter must be able to translate in
7 linguistically appropriate mental health terminology necessary to convey
8 information such as symptoms or instructions to the client in both
9 languages.
10

11 b. A fluently bilingual person, who is not trained in the provision of mental
12 health services, must complete training prior to providing services, which
13 covers terms and concepts associated with mental health medications, and
14 cultural beliefs and practices which may influence the client's mental
15 health condition.
16

17
18 4. CONTRACTOR agrees to comply with the COUNTY'S Cultural Competency
19 Plan as set forth in the Board of Supervisors approved Cultural Competency
20 Plan. The Cultural Competency Plan may be obtained from the COUNTY'S
21 website at <http://www.rcdmh.org> or by contacting the COUNTY'S Cultural
22 Competency Manager or designee upon written request via certified mail or
23 facsimile to:
24

25 Riverside County Department of Mental Health Cultural Competency Program

26 P.O. Box 7549

27 Riverside, California 92513
28

Attention: Cultural Competency Manager

Fax: 951-358-4792

5. CONTRACTOR agrees to meet with COUNTY'S Cultural Competency Program Manager, as needed by the CONTRACTOR and as coordinated by the COUNTY, to determine and implement cultural competency activities that shall include, but is not limited to, compliance with the cultural competency requirements outlined in Section XXI of this Agreement.
6. COUNTY will provide technical assistance to CONTRACTOR in the areas of cultural competency as needed and requested by CONTRACTOR.
7. CONTRACTOR will be responsible for participating in cultural competency trainings as required by the COUNTY'S Cultural Competency Plan. The following is a partial list of annual cultural competency trainings and topics that may be available through the COUNTY to assist CONTRACTORS with meeting training requirements, though capacity will be limited: Cultural Formulation; Multicultural Knowledge; Cultural Sensitivity; Cultural Awareness; Social/Cultural Diversity; Mental Health Interpreter Training; Training Staff in the use of Mental Health Interpreters; Training in the Use of Interpreters in the Mental Health Setting. In order to attend the COUNTY offered trainings, CONTRACTOR must contact the Cultural Competency Manager at the contact information location in subparagraph 4 of paragraph A. in Section XXI, CULTURAL COMPENTENCY.

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

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

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

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

XXII

INFORMING MATERIALS:

CONTRACTOR shall provide all clients with a Notice of Privacy Practices information brochure or pamphlet during the time of the client's first visit. The CONTRACTOR is subsequently responsible for issuing the Notice of Privacy Practices (NPP) information brochure or pamphlet to all clients every three (3) years at a minimum and/or every time the Notice of Privacy Practices information is updated and/or changed. Also, the CONTRACTOR is responsible for having the client or consumer sign,

1 acknowledging receipt of the NPP information, and CONTRACTOR must keep client or
2 consumer signed acknowledgement on file every three (3) years upon receipt from client or
3 consumer.

4 XXIII

5 CONFLICT OF INTEREST:

6 CONTRACTOR shall employ no COUNTY employee whose position in COUNTY
7 enables him to influence the award of this Agreement or any competing Agreement, and
8 no spouse or economic dependent of such employee in any capacity herein, or in any other
9 direct or indirect financial interest in this Agreement.
10

11 XXIV

12 PATIENTS' RIGHTS:

13 Patients' rights shall be observed by CONTRACTOR as provided in the Health and Safety
14 Code, Sections 11760 through 1184 and Title 9 and Title 22 of the California Code of
15 Regulations (CCR). COUNTY Patients' Rights Advocates will be given access to clients,
16 clients' records, and facility personnel to monitor the CONTRACTOR'S compliance with
17 said statutes and regulations.
18

19 XXV

20 WAIVER OF PERFORMANCE:

21 No waiver by COUNTY at any time of any of the provisions of this Agreement shall
22 be deemed or construed as a waiver at any time thereafter of the same or any other
23 provisions contained herein or of the strict and timely performance of such provisions.
24

25 XXVI

26 DRUG-FREE WORKPLACE CERTIFICATION:

1 If State funds are utilized to fund this Agreement as specified in Schedule I, the
2 following Drug-Free Workplace requirements shall apply. By signing this Agreement, the
3 CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of
4 California that the CONTRACTOR will comply with the requirements of the Drug-Free
5 Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-
6 free workplace doing all of the following.
7

8 A. Publish a statement notifying employees that unlawful manufacture, distribution,
9 dispensation, possession, or use of controlled substances is prohibited and specifying
10 actions to be taken against employees for violations, as required by Government
11 Code Section 8355 (a).
12

13 B. Establish a Drug-Free Awareness Program as required by Government Code Section
14 8355 (a) to inform employees about all of the following:

- 15 1. The dangers of substance abuse in the workplace.
- 16 2. The CONTRACTORS policy of maintaining a drug-free workplace.
- 17 3. Any available counseling, rehabilitation, and employee assistance programs.
- 18 4. Penalties that may be imposed upon employees for substance abuse violations.
- 19

20 C. Provide as required by Government Code Section 8355 (a) that every employee who
21 works on the proposed Agreement:

- 22 1. Will receive a copy of the CONTRACTOR'S drug-free policy statement, and
- 23 2. Will agree to abide by the terms of the CONTRACTOR'S statement as a
24 condition of employment on the Agreement.
25

26 Failure to comply with these requirements may result in suspension of payments
27 under the Agreement or termination of the Agreement or both and the
28

1 CONTRACTOR may be ineligible for award of future State contracts if the
2 COUNTY determines that any of the following has occurred:

- 3 1. The CONTRACTOR has made a false certification or,
- 4 2. Violates the certification by failing to carry out the requirements as noted above.

5
6 XXVII

7 TERMINATION PROVISIONS:

- 8 A. Either party may terminate this Agreement without cause, upon thirty (30) days
9 written notice served upon the other party.
- 10 B. Termination does not release CONTRACTOR from the responsibility of securing
11 Protected Health Information (PHI) data.
- 12 C. The COUNTY may terminate this Agreement upon thirty (30) days written notice
13 served upon the CONTRACTOR if sufficient funds are not available for
14 continuation of services.
- 15 D. The COUNTY reserves the right to terminate the Agreement without warning at the
16 discretion of the Director or designee, when CONTRACTOR has been accused
17 and/or found to be in violation of any County, State, or Federal laws and regulations.
- 18 E. The COUNTY may terminate this Agreement immediately due to a change in
19 status, delegation, assignment or alteration of the Agreement not consented to by
20 COUNTY.
- 21 F. The COUNTY may terminate this Agreement immediately if, in the opinion of the
22 Director of Mental Health, CONTRACTOR fails to provide for the health and safety
23 of patients served under this Agreement. In the event of such termination, the
24 COUNTY may proceed with the work in any manner deemed proper to the
25 COUNTY.
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27
28

1 G. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY
2 may take one or more of the following actions as appropriate:

- 3 1. Temporarily withhold payments pending correction of the deficiency.
4 2. Disallow (that is deny funds) for all or part of the cost or activity not in
5 compliance.
6 3. Wholly or partially suspend or terminate the Agreement, and if necessary,
7 request repayment to COUNTY if any disallowance is rendered after audit
8 findings.
9

10 H. After receipt of the Notice of Termination, pursuant to Paragraphs A, B, C, D, E, or
11 F above, or the CONTRACTOR is notified that the Agreement will not be extended
12 beyond the termination date as specified in Section II, PERIOD OF
13 PERFORMANCE, CONTRACTOR shall:
14

- 15 1. Stop all services under this Agreement on the date, and to the extent specified,
16 in the Notice of Termination;
17 2. Continue to provide the same level of care as previously required under the
18 terms of this Agreement until the date of termination;
19 3. If clients are to be transferred to another facility for services, furnish to
20 COUNTY, upon request, all client information and documents deemed
21 necessary by COUNTY to affect an orderly transfer;
22 4. If appropriate, assist COUNTY in effecting the transfer of clients in a manner
23 consistent with the best interest of the clients' welfare;
24 5. Cancel outstanding commitments covering the procurement of materials,
25 supplies, equipment and miscellaneous items. In addition, CONTRACTOR
26
27
28

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

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

15 7. Take such action as may be necessary, or as COUNTY may direct, for the
16 protection and preservation of the equipment related to this Agreement which
17 is in the possession of CONTRACTOR and in which COUNTY has or may
18 acquire an interest;
19

20 8. COUNTY shall continue to pay CONTRACTOR at the same rate as
21 previously allowed until the date of termination, as determined by the Notice
22 of Termination.
23

24 I. The CONTRACTOR shall submit a termination claim to COUNTY promptly after
25 receipt of a Notice of Termination, or on expiration of this Agreement as specified in
26 Section II, PERIOD OF PERFORMANCE, but in no event, later than thirty-two
27
28

1 (32) days from the effective date thereof, unless an extension, in writing, is granted
2 by the COUNTY.

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

16
17 K. The rights and remedies of COUNTY provided in this section shall not be exclusive
18 and are in addition to any other rights and remedies provided by law or under this
19 Agreement.
20

21 XXVIII

22 DISPUTE:

23
24 In the event of a dispute between a designee of the DIRECTOR and the
25 CONTRACTOR over the execution of the terms of this Agreement, the quality of patient
26 services being rendered, and/or the withholding of CONTRACTOR'S payments due to
27 instances such as material non-compliance or audit disallowances or both, the
28

1 CONTRACTOR may file a written protest with the appropriate Program/Regional
2 Administrator of the COUNTY. CONTRACTOR shall continue with the responsibilities
3 under this Agreement during any dispute. The Program/Regional Administrator shall
4 respond to the CONTRACTOR in writing within ten (10) working days. If the
5 CONTRACTOR is dissatisfied with the Program/Regional Administrator's response, the
6 CONTRACTOR may file successive written protests up through the Department of
7 Mental Health's administrative levels of Assistant Director, and (finally) DIRECTOR.
8 Each administrative level shall have twenty (20) working days to respond in writing to the
9 CONTRACTOR. The DIRECTOR will have the final authority to rescind, modify or
10 uphold the finding/decision.
11

12
13 XXIX

14 SEVERABILITY:

15 If any provision of this Agreement or application thereof to any person or
16 circumstances shall be declared invalid by a court of competent jurisdiction, or is in
17 contravention of any Federal, State, or County statute, ordinance, or regulation, the
18 remaining provisions of this Agreement or the application thereof shall not be invalidated
19 thereby and shall remain in full force and effect, and to that extent the provisions of this
20 Agreement are declared severable.
21

22 XXX

23 VENUE:

24
25 This Agreement shall be construed and interpreted according to the laws of the State
26 of California. Any action at law or in equity brought by either of the parties hereto for the
27 purpose of enforcing a right or rights provided by this Agreement shall be tried in a court of
28

1 competent jurisdiction in the County of Riverside and the parties hereby waive all provisions
2 of law providing for a change of venue in such proceedings in any other COUNTY.

3
4 XXXI

5 NOTICES:

6 All correspondence and notices required or contemplated by this Agreement shall be
7 delivered to the respective parties at the addresses set forth below and are deemed
8 submitted one day after their deposit in the United States mail, postage prepaid:
9

10 CONTRACTOR:

11 LANDMARK MEDICAL CENTER, INC.
12 2030 NORTH GAREY AVENUE,
13 POMONA, CA 91767
14 ATTENTION: ROSEMARY C. KILBY,
15 ADMINISTRATOR

10 COUNTY:

11 RIVERSIDE COUNTY
12 BOARD OF SUPERVISORS
13 4080 LEMON STREET
14 RIVERSIDE, CA 92501

16 INFORMATIONAL COPY TO:

17 RIVERSIDE COUNTY
18 DEPARTMENT OF MENTAL HEALTH
19 P.O. BOX 7549
20 RIVERSIDE, CA 92513-7549
21 ATTENTION: PROGRAM SUPPORT

22 XXXII

23 MEETINGS:

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

Department of Mental Health – Management Information Services

Support Desk – (951) 358-4530

COMPUTER ACCOUNT REQUEST FORM – MENTAL HEALTH CONTRACTORS

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

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

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

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

Section 1 – CONTRACTING PROVIDER

Contracting Provider Name:		<input type="checkbox"/> Facility	<input type="checkbox"/> Provider
Registration Date:	Federal Tax ID #:	<input type="checkbox"/> In Network	<input type="checkbox"/> Out of Network
Funding Source: Mental Health	Location:		
Primary Mailing Address Street:		Telephone:	
City:	State:	Zip:	County:
		Office Fax #:	
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:		NPI:	Medicare PIN:	
	City:	State:	Zip:	Taxonomy Code:	
Staff License #:		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:		NPI:	Medicare PIN:	
	City:	State:	Zip:	Taxonomy Code:	
Staff License #:		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:		NPI:	Medicare PIN:	
	City:	State:	Zip:	Taxonomy Code:	
Staff License #:		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 II)
- 05 - BHS IV (Behavioral Health Specialist IV)
- 06 - CAC (Certified Addiction Counselor)
- 07 - CSA (Community Services Assistant)
- 08 - CSAC (Certified Substance Abuse Counselor)
- 09 - DO (Doctor of Osteopathy)
- 10 - Drug and Alcohol Counselor (AOD)
- 11 - EMSC II (Employment Services Counselor I)
- 12 - Intern
- 13 - LCSW (Licensed Clinical Social Worker)
- 14 - LMFT (Marriage & Family Therapist)
- 15 - LPT (Licensed Psych Tech)
- 16 - LVN I (Licensed Vocational Nurse I)
- 17 - LVN II (Licensed Vocational Nurse II)
- 18 - MD (Medical Doctor/Psychiatrist)
- 19 - MECON (Medical Consultant)
- 20 - MFTi (Marriage and Fam Ther Intern)
- 21 - MHSA (Mental Health Services Adm)
- 22 - MHSD (Mental Health Services Director)
- 23 - MHSM (Mental Health Services Prog Mgr)
- 24 - MHSM D (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

EXHIBIT A - IMD

CONTRACTOR NAME: **LANDMARK MEDICAL CENTER, INC.**

DEPT ID/PROGRAM: 4100206232/83550/53100

DESCRIPTION OF SERVICES

A. SERVICES TO BE PROVIDED:

CONTRACTOR shall provide services in accordance with Welfare and Institutions Code Section 5900 et. seq., herein identified as:

Skilled Nursing Facility (SNF) services as defined in Title 22 California Code of Regulations (C.C.R.), Section 72301 et. seq.

Special Treatment Program (STP) Services as defined in Title 22, C.C.R. Section 72445, Subsection (b). The facility shall have the capability of providing all of the following special rehabilitation program services. Individual programs shall be provided based on the specific needs identified through patient assessments. Per the referenced code sections CONTRACTOR shall provide the following services which shall include but not be limited to:

1. Self-Help Skills Training
 - a) Personal care and use of medications
 - b) Money management
 - c) Symptom management
 - d) Drug and Alcohol education
 - e) Use of public transportation
 - f) Use of community resources

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- g) Behavior control and impulse control
- h) Frustration tolerance
- i) Mental health education
- j) Physical fitness

2. Behavioral Intervention Training

- a) Behavior modification modalities
- b) Re-motivation therapy
- c) Patient government activities
- d) Group counseling
- e) Individual counseling

3. Interpersonal Relationships

- a) Social counseling
- b) Educational and recreational therapy
- c) Social activities such as outings, dances, etc.

4. Prevocational Preparation Services

- a) Homemaking
- b) Work activity
- c) Vocational counseling

5. Discharge Planning

- a) Pre-release planning
- b) Out-of-home placement
- c) Written Aftercare Plan

1 B. ANCILLARY SERVICES:

2 CONTRACTOR agrees to provide ancillary services, which shall include, but not
3 limited to:

- 4 1. Psychotropic medications prescribed only if on the Medi-Cal formulary and at
5 the formulary reimbursement rate.
6
7 2. Relevant laboratory testing linked to medication efficacy and toxicity levels of
8 psychotropic medications and drug screens as needed at the Medi-Cal rate.
9
10 3. The CONTRACTOR shall provide discharged clients with all medications
11 and necessary equipment (e.g. Insulin Syringes) for two weeks upon
12 discharge.
13
14 4. Additional services that have been pre-approved by the Regional Program
15 Manager or the designee.

16 C. PROFESSIONAL SERVICES:

17 CONTRACTOR agrees to have the following services available to the client upon
18 admission to facility:

- 19 1. Psychiatrist services, such as medication management, evaluation and
20 assessment as mandated by State Licensing. Additional psychiatrist services must be
21 authorized by the Central Access Team to the Mental Health Network Provider prior to
22 rendering the service to the client.
23
24 2. Psychological services rendered by a licensed Psychologist for assessment and
25 evaluation, as mandated by State Licensing. Additional psychological services must be
26 authorized by the Central Access Team to the Mental Health Network Provider prior to
27 rendering services to the client.
28

1 The Psychiatrists and Psychologists providing professional services to County patients
2 must be credentialed by COUNTY. Professional services provided by Psychiatrists and/or
3 Psychologists shall be billed directly to the Riverside County Department of Mental Health,
4 Managed Care Claims Unit at 9731 Magnolia Avenue, Riverside, CA 92503. Claims
5 received for professional services will be reimbursed to the authorized Mental Health
6 Network Provider who has provided the service.
7

8 D. STAFFING:

9 CONTRACTOR certifies that all personnel are trained, qualified, and hold
10 appropriate licensure and certifications. The number and classification of personnel
11 shall reflect the understandings reached during the negotiations of this Agreement and
12 reasonable workload standards.
13

14 E. ADMISSION POLICY:

- 15 1. CONTRACTOR shall accept any adult clients referred to the facility who
16 meets target population criteria. Under this Agreement, clients will be
17 admitted only by the Department of Mental Health, Referral and Placement
18 services. Clients may come from State Hospitals, COUNTY/private facilities,
19 Board and Care facilities, and other facilities/sources, as deemed appropriate
20 by the Department's Long Term Care (LTC) Case Manager(s).
21
- 22 2. CONTRACTOR shall admit clients who are in need of twenty-four (24)-hour
23 skilled psychiatric nursing services, and clients who, without prompt and
24 adequate treatment, are considered to be at risk of displaying behavioral
25 symptoms, such as: combativeness, elopement, suicidal tendencies,
26 excessively verbally abusive, disorientation, disinterested in the immediate
27
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1 H. UNUSUAL OCCURRENCES:

2 CONTRACTOR's staff shall immediately notify pre-designated COUNTY staff, by
3 phone, in the event of an unusual occurrence, such as:

- 4 1. Patient's unauthorized absence from facility, including: leaving against
5 medical advice; need for transfer to psychiatric facility; death; serious
6 personal injury which is life threatening to patients, employees, or the general
7 public; or substantial property damage which impairs facility plant operations
8 or service programs.
9
10 2. CONTRACTOR shall promptly submit to COUNTY a written report of any
11 unusual occurrence, in connection with the performance of this Agreement.
12

13 I. COORDINATION WITH COUNTY STAFF:

14 CONTRACTOR agrees to coordinate with assigned COUNTY staff relative to:

- 15 1. The execution of legal processes required, relative to each patient's legal
16 status;
17
18 2. Exchange of clinical and patient legal status information;
19
20 3. COUNTY case management and conservatorship responsibilities;
21
22 4. Treatment and discharge planning.

23 J. ACCESS TO OFF-SITE SERVICES:

24 CONTRACTOR agrees that basic services will also include: reasonable access to
25 required medical treatment, up-to-date psychopharmacology, and transportation to
26 necessary off-site services.
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1 K. TRANSPORTATION:

2 CONTRACTOR will provide client transportation to court for any necessary
3 appearances.

4 L. IMPLEMENTATION OF AGREEMENT:

5 CONTRACTOR and COUNTY staff shall meet at least quarterly to review and
6 discuss the performance and obligations covered by this Agreement.
7

8 M. PROGRAM MONITORING:

9 The Department of Mental Health will utilize the "Contract Monitoring Team
10 Manual" (CMT) as a tool to monitor the services provided by this CONTRACTOR,
11 as stipulated in the Agreement. The monitoring will include all clinical, fiscal, and
12 administrative components. The COUNTY IMD Coordinator will monitor the
13 program for the purpose of assessing outcome measures and appropriateness of
14 treatment.
15

16 N. STATUS OF CONTRACTOR:

17 CONTRACTOR will maintain status of a licensed and certified SNF. The STP bed
18 capacity shall be such as to accommodate all patients served under this Agreement.
19

20 O. LAWS, REGULATIONS, AND POLICIES:

21 CONTRACTOR will provide services in accordance with all applicable laws,
22 regulations, and policies, including those cited in Exhibit B.
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25 Rev. 2/18/10 kas

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EXHIBIT B - MENTAL HEALTH
LAWS, REGULATIONS AND POLICIES

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

General Regulations

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

Government Code 26227 (Contracting with County)

Government Code 7550 (Reports)

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

California Code of Regulations Title 9 Section 640 (Records)

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

Welfare and Institutions Code 5608 (Program Monitoring)

Welfare and Institutions Code 5751.2 (Staffing)

HIPAA 1996: Public Law 104-91

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

Adult System of Care

California Welfare and Institutions Code Sections 5689 et seq.

Case Management/Service Regulations

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

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

1 Welfare and Institutions Code 5678-79

2 Welfare and Institutions Code 5867 (Maintenance of Effort)

3 42 Code of Federal Regulations 438.608 (Program Integrity Requirements)

4 California Welfare & Institutions Code Sections 5600.4 and 5699.4.

5 Charges and Billing (Financial Regulations)

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.

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

2 Confidentiality

3 California Welfare & Institutions Code Section 5328 - 5330

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

5 42 CFR 431.300

6
7 45 CFR Parts 160, 162 and 164 (Standards for Privacy of Individually Identifiable Health
8 Information)

9 45 CFR 205.50

10 Elderly and Dependent Adult Abuse Reporting

11 California Welfare & Institutions Code Sections 15600 et seq.

12
13 Health Care Facilities

14 California Code of Regulations, Title 22, Division 5 (Social Security, Licensing and
15 Certification of Health Facilities, Home Health Agencies, Clinics, and Referral Agencies)
16 Occupational Safety and Health Administration (OHSA) and Cal OHSA

17
18 Homeless Mentally Disabled

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

20 California Welfare & Institutions Code Section 5680 et seq.

21 Life Support

22 California Welfare & Institutions Code Section 4075 to 4078

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

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

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1 Medication Protocol

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

4 Riverside County Mental Health "Medication Guidelines" Publication

5 Minors in Health Care Facilities

6 California Welfare & Institutions Code Section 5751.7

7 Negotiated Net Amount and Negotiated Net Agreements

8 California Welfare and Institutions Code Sections 5705 to 5716

9 Non Discrimination

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

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

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

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

14 Patients Rights

15 California Welfare & Institutions Code Sections 5325 et seq.

16 California Code of Regulations, Title 22, Section 70707

17 Policies

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

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

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

22 County and Departmental policies, as applicable to this Agreement

23 Quality Assurance

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

2 Short-Doyle/Medi-Cal

3 California Code of Regulations, Title 22, Division 3

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

6 Welfare and Institutions Code 5250 (Hearing Procedure)

7 Welfare and Institutions Code 5332-5337 (Incapacity Hearings)

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

10 Social Rehabilitation Programs

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

12 Special Education Pupils (AB 3632)

13 California Welfare & Institutions Code Section 18350 et seq.

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

15 Voter Registration

16 National Voter Registration Act of 1993

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22 Rev. FY 1213

EXHIBIT C
REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: LANDMARK MEDICAL CENTER, INC.
PROGRAM NAME: CRISIS HOSPITAL REGION
DEPARTMENT ID: 4100206232/83550/530100

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 amounts(s) as specified in the original Agreement 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,

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

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

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

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

14 **B. MAXIMUM OBLIGATION:**

15 COUNTY'S maximum obligation for FY 2014/2015 shall be \$983,752 subject to
16 availability of applicable Federal, State, local and/or COUNTY funds.

17 **C. BUDGET:**

18 Schedule I presents (for budgetary and planning purposes only) the budget
19 details pursuant to this Agreement. Where applicable, Schedule I contains
20 department identification number (Dept. ID), Program Code, billable and non-
21 billable mode(s) and service function(s), units, expected revenues, maximum
22 obligation and source of funding pursuant to this Agreement.

23 **D. REVENUES:**

24 As applicable:

25 1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the
26 Welfare & Institutions Code, and as further contained in the State
27 Department of Health Care Services Revenue Manual, Section 1,
28 CONTRACTOR shall collect revenues for the provision of the services
described pursuant to Exhibit A. Such revenues may include but are
not limited to, fees for services, private contributions, grants or other

1 funds. All revenues received by CONTRACTOR shall be reported in
2 their annual Cost Report, and shall be used to offset gross cost.

3 2. CONTRACTOR shall be responsible for checking and confirming Medi-
4 Cal eligibility for its patient(s)/client(s) prior to the patient(s)/client(s)
5 receiving services(s) and prior to services being billed in order to ensure
6 proper billing of Medi-Cal eligible services for all applicable
7 patient(s)/clients(s).

8 3. Patient/client eligibility for reimbursement from Medi-Cal, Private
9 Insurance, Medicare, or other third party benefits shall be determined
10 by the CONTRACTOR at all times for billing or service purposes.
11 CONTRACTOR shall pursue payment from all potential sources in
12 sequential order, with Medi-Cal as payor of last resort.

13 4. CONTRACTOR is to attempt to collect first from Medicare (if site is
14 Medicare certified and if CONTRACTOR staff is enrolled in Medicare
15 program), then insurance and then first party. In addition,
16 CONTRACTOR is responsible for adhering to and complying with all
17 applicable Federal, State and local Medi-Cal and Medicare laws and
18 regulations as it relates to providing services to Medi-Cal and Medicare
19 beneficiaries.

20 5. If a client has both Medicare or Insurance and Medi-Cal coverage, a
21 copy of the Medicare or Insurance Explanation of Benefits (EOB) must
22 be provided to the COUNTY within thirty (30) days of receipt of the EOB
23 date.

24 6. CONTRACTOR is obligated to collect from the client any Medicare co-
25 insurance and/or deductible if the site is Medicare certified or if provider
26 site is in the process of becoming Medicare certified or if the provider is
27 enrolled in Medicare. CONTRACTOR is required to clear any Medi-Cal
28 Share of Cost amount (s) with the State. CONTRACTOR is obligated to
attempt to collect the cleared Share of Cost amount (s) from the client.
CONTRACTOR must notify the COUNTY in writing of cleared Medi-Cal
Share of Cost (s) within seventy two (72) hours (excluding holidays) of

1 the CONTRACTOR'S received notification from the State.
2 CONTRACTOR shall be responsible for faxing the cleared Medi-Cal
3 Share of Cost documentation to fax number (951) 955-7361 OR to your
4 organization's appropriate COUNTY Region or Program contact.
5 Patients/clients with share of cost Medi-Cal shall be charged their
6 monthly Medi-Cal share of cost in lieu of their annual liability. Medicare
7 clients will be responsible for any co-insurance and/or deductible for
8 services rendered at Medicare certified sites.

9 7. If and when applicable, all other clients will be subject to an annual
10 sliding fee schedule by CONTRACTOR for services rendered, based on
11 the patient's/client's ability to pay, not to exceed the CONTRACTOR'S
12 actual charges for the services provided. In accordance with the State
13 Department of Health Care Services Revenue Manual, CONTRACTOR
14 shall not be penalized for non-collection of revenues provided that
15 reasonable and diligent attempts are made by the CONTRACTOR to
16 collect these revenues. Past due patient/client accounts may not be
17 referred to private collection agencies. No patient/client shall be denied
18 services due to inability to pay.

19 8. If and where applicable, CONTRACTOR shall submit to COUNTY, with
20 signed Agreement, a copy of CONTRACTOR'S customary charges
21 (published rates).

22 9. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays)
23 above and beyond the contracted Schedule I rate, the CONTRACTOR
24 must notify the COUNTY within each fiscal year Agreement period of
25 performance.

26 10. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client
27 fees. Notification must be made within ten (10) days following any fee
28 increase.

29 **E. REALLOCATION OF FUNDS:**

30 1. No funds allocated for any mode and service function as designated in
31 Schedule I may be reallocated to another mode and service function

1 unless prior written consent and approval is received from COUNTY
2 Program Administrator/Manager and confirmed by the Fiscal Supervisor
3 prior to either the end of the Agreement Period of Performance or the
4 end of the fiscal year (June 30th). Approval shall not exceed the
5 maximum obligation.

6 2. In addition, CONTRACTOR may not, under any circumstances and
7 without prior written consent and approval being received from
8 COUNTY Program Administrator/Manager and confirmed by the Fiscal
9 Supervisor, reallocate funds between mode and service functions as
10 designated in the Schedule I that are defined as non-billable by the
11 COUNTY, State or Federal governments from or to mode and service
12 functions that are defined as billable by the COUNTY, State or Federal
13 governments.

14 3. If this Agreement includes more than one Exhibit C and/or more than
15 one Schedule I, shifting of funds from one Exhibit C to another and/or
16 from one Schedule I to another is also prohibited without prior written
17 consent and approval being received from COUNTY Program
18 Administrator/Manager and confirmed by the Fiscal Supervisor prior to
19 the end of either the Agreement Period of Performance or fiscal year.

20 F. RECOGNITION OF FINANCIAL SUPPORT:

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

24 G. PAYMENT:

25 1. Monthly reimbursements may be withheld and recouped at the discretion
26 of the Director or its designee due to material Agreement non-
27 compliance, including audit disallowances, invoice(s), or Agreement
28 overpayment, and/or adjustments or disallowances resulting from the
COUNTY Contract Monitoring Review (CMT), COUNTY Program
Monitoring, Federal or State Audit, and/or the Cost Report
Reconciliation/Settlement process.

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2. In addition, if the COUNTY determines that there is any portion (or all) of the CONTRACTOR invoice(s) that cannot be substantiated, verified or proven to be valid in any way for any fiscal year, then the COUNTY reserves the right to disallow and/or withhold current and/or future payments from CONTRACTOR until valid, substantial proof of any and/or all items billed for is received, verified and approved by the COUNTY.
 3. In addition to the annual CMT, Program Monitoring, and Cost Report Reconciliation/Settlement processes, the COUNTY reserves the right to perform impromptu CMTs without any prior written or verbal notice, or periodic system service reviews and subsequent deletes and denial monitoring for this Agreement throughout the fiscal year in order to minimize and prevent COUNTY and CONTRACTOR loss and/or inaccurate billing and/or reports. The COUNTY, at its discretion, may withhold and/or offset invoices and/or monthly reimbursements to CONTRACTOR, at any time without prior notification to CONTRACTOR, for service deletes and denials that may occur in association with this Agreement. COUNTY shall notify CONTRACTOR of any such instances of services deletes and denials and subsequent withholds and/or reductions to CONTRACTOR invoices or monthly reimbursements.
 4. Notwithstanding the provisions of Paragraph G-1 and G-2 above, CONTRACTOR shall be paid in arrears based upon either the actual units of service provided and entered into the COUNTY'S specified Electronic Management Information System (MIS), or on a one-twelfth (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) on a monthly basis and approving their services in the MIS for electronic batching (invoicing) and subsequent payment.
 - b. CONTRACTOR must also submit to the COUNTY a signed Program Integrity Form (PIF) **attached as Exhibit C,**

1 **Attachment A)** signed by the Director or authorized designee of
2 the CONTRACTOR organization. This form must be faxed and/or
3 emailed (PDF format only) to the COUNTY at (951) 358-4792,
4 and/or emailed to ELMR_PIF@rcmhd.org. The CONTRACTOR
5 PIF form must be received by the COUNTY via fax and/or email
6 for the prior month no later than 5:00 p.m. on the fifth (5th) working
7 day of the current month.

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

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

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

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

 7. In order to insure that CONTRACTOR will receive reimbursement for
services rendered under this agreement, CONTRACTOR shall be

1 responsible for notifying Medi-Cal if at any time CONTRACTOR
2 discovers or is made aware that client Medicare and/or Insurance
3 coverage has been terminated or otherwise is not in effect.

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

8 **H. COST REPORT:**

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

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

18 ___X___ Forty-five (45) calendar days following the end of each fiscal
19 year (June 30th), or the expiration or termination of the
20 Agreement, whichever occurs first.

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

- 24 2. The Cost Report shall detail the actual cost of services provided. The
25 Cost Report shall be provided in the format and on forms provided by the
26 COUNTY.
- 27 3. CONTRACTOR shall follow all applicable Federal, State and local
28 regulations and guidelines to formulate proper cost reports, including but
not limited to OMB-circular A-122, OMB-circular A-87, etc.
4. It is mandatory that the CONTRACTOR send one representative to the
cost report training annually that is held by COUNTY that covers the

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

6 5. CONTRACTOR will be notified in writing by COUNTY, if the Cost
7 Report has not been received within the specified length of time as
8 indicated in Section H, paragraph 1 above. Future monthly
9 reimbursements will be withheld if the Cost Report contains errors that
10 are not corrected within ten (10) calendar days of written or verbal
11 notification from the COUNTY. Failure to meet any pre-approved
12 deadlines and/or extension will immediately result in the withholding of
13 future monthly reimbursements.

14 6. The Cost Report shall serve as the basis for year-end settlement to
15 CONTRACTOR including a reconciliation and adjustment of all
16 payments made to CONTRACTOR and all revenue received by
17 CONTRACTOR. Any payments made in excess of Cost Report
18 settlement shall be repaid upon demand, or will be deducted from the
19 next payment to CONTRACTOR.

20 7. All current and/or future payments to CONTRACTOR will be withheld by
21 the COUNTY until all final, current and prior year Cost Report(s) have
22 been reconciled, settled and signed by CONTRACTOR, and received
23 and approved by the COUNTY.

24 8. CONTRACTOR shall report Actual Costs separately, if deemed
25 applicable and as per CONTRACTOR Schedule I, to provide
26 Agreement Client Ancillary Services, Prescriptions, Health Maintenance
27 Costs, and Flexible funding costs under this Agreement on the annual
28 cost report. Where deemed applicable, Actual Costs for Indirect
Administrative Expenses shall not exceed the percentage of cost as
submitted in the CONTRACT Request for Proposal or Cost Proposal(s).

I. BANKRUPTCY:

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

6 J. AUDITS:

- 7 1. CONTRACTOR agrees that any duly authorized representative of the
8 Federal Government, the State or COUNTY shall have the right to
9 audit, inspect, excerpt, copy or transcribe any pertinent records and
10 documentation relating to this Agreement or previous Agreements in
11 previous years.
- 12 2. If this Agreement is terminated in accordance with Section XXVII,
13 TERMINATION PROVISIONS, the COUNTY, Federal and/or State
14 governments may conduct a final audit of the CONTRACTOR. Final
15 reimbursement to CONTRACTOR by COUNTY shall not be made until
16 all audit results are known and all accounts are reconciled. If
17 applicable, revenue collected by CONTRACTOR during this period for
18 services provided under the terms of this Agreement will be regarded
19 as revenue received and deducted as such from the final
20 reimbursement claim.
- 21 3. Any audit exception resulting from an audit conducted by any duly
22 authorized representative of the Federal Government, the State or
23 COUNTY shall be the sole responsibility of the CONTRACTOR. Any
24 audit disallowance adjustments shall be paid in full upon demand or
25 withheld at the discretion of the Director of Mental Health against
26 amounts due under this Agreement or Agreement(s) in subsequent
27 years.
- 28 4. The COUNTY will conduct Program Monitoring Review and/or Contract
Monitoring Team Review (CMT). Upon completion of monitoring,
CONTRACTOR will be mailed a report summarizing the results of the

1 site visit. If and when necessary, a corrective Action Plan will be
2 submitted by CONTRACTOR within thirty (30) calendar days of receipt
3 of the report. CONTRACTOR'S failure to respond within thirty (30)
4 calendar days will result in withholding of payment until the corrective
5 plan of action is received. CONTRACTOR'S response shall identify
6 time frames for implementing the corrective action. Failure to provide
7 adequate response or documentation for this or subsequent year's
8 Agreements may result in Agreement payment withholding and/or a
disallowance to be paid in full upon demand.

9 **K. TRAINING:**

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

19 Rev. 14/15
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EXHIBIT D

Mental Health Residential Program Indicators

The following Performance Standards and Outcome Measures illustrate the types of outcomes and expectations whereby the CONTRACTOR'S services will be evaluated for effectiveness by the COUNTY. Evaluations based on these or other indicators may be done at any time. Furthermore, the CONTRACTOR is expected to comply with all codes and regulations governing the services to be provided, as well as to comply with any requests for information and data necessary to the assessment of those services. THE INDICATORS BELOW ARE LISTED FOR THE ASSISTANCE OF THE CONTRACTOR AND ARE NOT INTENDED AS A COMPLETE REPRESENTATION OF ALL APPLICABLE CODES AND REGULATIONS.

I. PERFORMANCE STANDARDS:

A. For All Long-Term Care Programs:

1. All care plans should indicate specifically what problem or problems are barriers to the client being treated effectively at a less-restrictive level of care. These problems should relate to the LPS criteria of danger to self, danger to others, or grave disability.
2. Each resident will be seen by the psychiatrist at least once per month, with a corresponding progress note addressing medication compliance, therapeutic effects, adverse effects, progress towards reducing the criteria which led to admission, any relevant medical or laboratory findings, and estimated further length of stay. These notes must be

1 legible, and of such content and clarity that the course of treatment
2 may be followed by reading of the psychiatric notes alone.

- 3
4 3. Medication changes, including changes in dosage, should be
5 accompanied by a psychiatrist's note giving the rationale for the
6 change and the expected effects.
- 7 4. A medication regimen which has failed to produce a positive change in
8 the client's condition after two (2) months should be reviewed for
9 effectiveness.

10
11 **B. For SNF/STPs and MHRCs:**

- 12 1. Monthly program progress notes must be present, and should
13 specifically address the problems identified in #1, above, indicating
14 the current status of the problem and the services provided, with
15 particular reference to the need for the current level of care.
- 16
17 2. Each quarterly review will note progress or absence of progress on
18 each of the identified problem areas, specifying particular barriers to
19 discharge, and giving an estimate of the time required to remove such
20 barriers to discharge.

21
22 **II. OUTCOME MEASURES:**

23 **A. For All Long-Term Care Programs:**

- 24 1. CONTRACTOR shall ensure that at least seventy percent (70%) of all
25 discharges are to a lower level of care.
- 26
27 2. CONTRACTOR shall ensure that no more than five percent (5%) of
28 all discharges are designated AWOL or AMA.

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3. CONTRACTOR shall ensure that at least eighty percent (80%) of residents exhibit a positive outcome on a resident satisfaction survey.
4. CONTRACTOR shall ensure that all residents with an identified substance abuse problem are assigned to a group or groups specifically targeting that issue. These groups might include substance abuse educational groups, 12-Step groups, or Dual Diagnosis groups.
5. CONTRACTOR shall ensure that at least seventy percent (70%) of residents are discharged with a score at least ten percent (10%) higher than their admission score on the Global Assessment of Functioning scale, or whatever measure of psychological, cognitive, or adaptive functioning is designated for use by the COUNTY.
6. The CONTRACTOR is required to collect and compile such data as will allow an accurate report on these measures to be made on an annual basis. A report on these measures should be completed and forwarded to the IMD Coordinator within thirty (30) days of the completion of the fiscal year. The raw data used to support the findings of the report should be kept on a file and accessible the COUNTY for a minimum of five (5) years.

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Rev. 02/26/04 as

**COUNTY OF RIVERSIDE
DEPARTMENT OF MENTAL HEALTH
SCHEDULE I
FY 2014/2015**

CONTRACT PROVIDER NAME: LANDMARK MEDICAL SERVICES, INC. - I

REVISION DATE 3/5/2014

REGION: CRISIS HOSPITAL
MONTHLY REIMBURSEMENT: IMD/NEGOTIATED RATE
YEAR END SETTLEMENT: IMD/NEGOTIATED RATE

DEPT ID/PROGRAM: 4100206232/83550/530100

SYSTEM RU NUMBER: 00551

PROCEDURE CODE	235NB	237NB	236NB	AncSvc	TOTAL	
MODE OF SERVICE:	IMD BASIC BED DAY / 05	IMD BED DAY W/PATCH / 05	HOLD THERAPEUTIC PASS / 05	ANCILLARY		
SERVICE FUNCTION:	35	36	35			
NUMBER OF UNITS:	6,033	0	29			
COST PER UNIT:	\$161.33	\$0.00	\$154.68			
GROSS COST:	\$973,299	\$0	\$4,453	\$6,000	\$983,752	
LESS REVENUES COLLECTED BY CONTRACTORS:						
A. PATIENT FEES	\$0	\$0	\$0	\$0	\$0	
B. PATIENT INSURANCE	\$0	\$0	\$0	\$0	\$0	
C. OTHER	\$0	\$0	\$0	\$0	\$0	
TOTAL CONTRACTOR REVENUES	\$0	\$0	\$0	\$0	\$0	
MAXIMUM OBLIGATION	\$973,299	\$0	\$4,453	\$6,000	\$983,752	
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION						%
A. Medi- Cal FFP						
B. FEDERAL FUNDS						
C. REALIGNMENT FUNDS	\$973,299	\$0	\$4,453	\$6,000	\$983,752	100.00%
D. STATE GENERAL FUNDS						\$0 0.00%
E. COUNTY FUNDS						\$0 0.00%
F. OTHER:						
TOTAL (SOURCES OF FUNDING)	\$973,299	\$0	\$4,453	\$6,000	\$983,752	100.0%

FUNDING SOURCES DOCUMENT: CLIB FY 2013/2014

STAFF ANALYST SIGNATURE:

Kola Sofu

DATE: 18-Mar-2014

FISCAL SERVICES SIGNATURE:

Aldea

DATE: 3/19/14

COUNTY OF RIVERSIDE
DEPARTMENT OF MENTAL HEALTH



This agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and SHANDIN HILLS REHABILITATION CENTER, INC., hereinafter referred to as "CONTRACTOR."

PREAMBLE

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

WHEREAS, these services as described in Exhibit A attached hereto, shall be provided by CONTRACTOR in accordance with the applicable 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, D, and Schedule I attached hereto and incorporated herein, hereinafter referred to as "Agreement."

CONTRACTOR

By: Julie Campbell
JULIE CAMPBELL

Print Name
Date: April 16, 2014

COUNTY COUNSEL:

Pamela J. Walls
Approved as to form
By: _____
Deputy County Counsel

COUNTY

By: Jeff Stone
Jeff Stone, Chairman
Board of Supervisors

Date: MAY 06 2014

ATTEST:

KECIA HARPER-IHEM, Clerk
By: Kecia Harper-Ihem
DEPUTY

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I

DESCRIPTION OF SERVICES:

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

II

PERIOD OF PERFORMANCE:

This Agreement shall be effective as of July 1, 2014, and continue in effect through June 30, 2015. The Agreement may thereafter be renewed annually, up to an additional five (5) years, subject to the availability of funds.

III

REIMBURSEMENT AND USE OF FUNDS PAYMENT:

A. Reimbursement

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

B. Restrictions On Salaries

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

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

5
6 C. Union Organizing

- 7 1. CONTRACTOR will not assist, promote, or deter union organizing by
8 employees performing work on a state service contract, including a public
9 works contract.
- 10 2. CONTRACTOR will not, for any business conducted under this Agreement,
11 ~~use 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
17 show that no reimbursement from state funds has been sought for these costs,
18 and the CONTRACTOR shall provide those records to the County and then to
19 the Attorney General upon request.

20
21
22 D. Lobbying And Restrictions And Disclosures Certification

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

- 25
26 1. Certification and Disclosure Requirements
27
28

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

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

3 (i) A cumulative increase \$25,000, or more in the amount paid or
4 expected to be paid for influencing or attempting to influence a
5 covered federal action;

6
7 (ii) A change in the person(s) or individual(s) influencing or
8 attempting to influence a covered federal action;

9 (iii) A change in the officer(s), employee(s), or member(s) contacted
10 for the purpose of influencing or attempting to influence a covered
11 federal action;

12
13 (iv) CONTRACTOR who requests or receives from a person referred
14 to in Paragraph 1(a) of this provision a contract, subcontract, grant
15 or sub-grant exceeding \$100,000 at any tier under a contract or
16 grant shall file a certification, and a disclosure form, if required, to
17 the next tier above;

18
19 (v) All disclosure forms (but no certifications) shall be forwarded from
20 tier to tier until received by the entity referred to in Paragraph 1(a)
21 of this provision. The CONTRACTOR shall forward all disclosure
22 forms to the COUNTY in order for the COUNTY to forward to
23 Program/Regional Administrator.
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 of
2 Congress, or an employee of a Member of Congress in connection with any of the
3 following covered federal actions: the awarding of any federal contract, the making
4 of any federal grant, the making of any federal loan, entering into any cooperative
5 agreement, and the extension, continuation, renewal, amendment, or modification of
6 any federal contract, grant, loan or cooperative agreement.
7

8 F. National Provider Identifier (NPI)

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

26 PROGRAM SUPERVISION, MONITORING AND REVIEW:
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28

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

4 A. CONTRACTOR agrees to extend to DIRECTOR or his designee, the COUNTY
5 Contract Monitoring Team, COUNTY Case Management Staff, and other authorized
6 County, Federal and/or State representatives, the right to enter the program facilities
7 during operating hours to monitor client well-being; and the right to review and
8 monitor CONTRACTOR's facilities, programs, policies, practices, books, records, or
9 procedures during operating hours.
10

- 11 1. ~~In exercising the right to review or monitor CONTRACTOR's administrative,~~
12 clinical, fiscal, and program components, staff and facility(ies), the COUNTY
13 shall enforce applicable Agreement provisions and COUNTY policies with regards
14 to threats and violent behavior or harassment in the workplace concerning its
15 employees.
16
- 17 2. CONTRACTOR further agrees to authorize the COUNTY, under this Agreement,
18 to have access to all COUNTY consumers, to collaborate with treating staff, and to
19 review necessary documents to ensure that the consumer has received all necessary
20 assessments, all necessary treatment planning with measurable goals, and
21 documented progress towards goals.
22
- 23 3. CONTRACTOR agrees to allow COUNTY to collaborate with CONTRACTOR
24 personnel regarding COUNTY consumer aftercare services and continuity of care
25 with the COUNTY.
26
27
28

1 B. As it pertains to the COUNTY and Program Monitoring, if at any point during the
2 duration of this Agreement, the COUNTY determines CONTRACTOR is out of
3 compliance with any provision in this Agreement, the COUNTY may request a plan
4 of correction, after providing the CONTRACTOR with written notification and the
5 basis for the finding of noncompliance.

- 6 1. Within thirty (30) days of receiving notification, the CONTRACTOR shall
7 provide a written plan of corrective action addressing the non-compliance.
- 8 2. If the COUNTY accepts the CONTRACTOR'S proposed plan of correction,
9 it shall suspend other punitive actions to give the CONTRACTOR the
10 opportunity to come into compliance.
- 11 3. If the COUNTY determines CONTRACTOR has failed to implement
12 corrective action, funds may be withheld until compliance is achieved.
- 13 4. 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, the
18 State, COUNTY or local government shall have the right to audit, inspect, excerpt,
19 copy or transcribe any pertinent records and documentation relating to this
20 Agreement or previous year's Agreements.

21 D. If this Agreement is terminated in accordance with Section XXVII, TERMINATION
22 PROVISIONS, COUNTY may conduct a final audit of the CONTRACTOR. Final
23 reimbursement to CONTRACTOR by COUNTY shall not be made until audit results
24

1 are known and all accounts are reconciled. Revenue collected by CONTRACTOR
2 during this period for services provided under the terms of this Agreement will be
3 regarded as revenue received and deducted as such from the final reimbursement
4 claim.

5 E. Any audit exception resulting from an audit conducted by any duly authorized
6 representative of the Federal Government, the State or County shall be the
7 responsibility of the CONTRACTOR. Any audit disallowance adjustments may be
8 paid in full upon demand or withheld at the discretion of the DIRECTOR against
9 amounts due under this Agreement or previous year's Agreement(s).
10

11 F. ~~The COUNTY will conduct an Annual Administrative, Fiscal, and Clinical Contract~~
12 ~~Monitoring.~~ Upon completion of the monitoring, CONTRACTOR will be mailed a
13 report summarizing the results of the site visit. If discrepancies are noted during the
14 Contract Monitoring, a Corrective Plan of Action will be submitted by
15 CONTRACTOR within thirty (30) calendar days of receipt of the report.
16 CONTRACTOR'S failure to respond within thirty (30) calendar days may result in
17 withholding of payment until the Corrective Plan of Action is received.
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20 G. Notwithstanding the foregoing, the COUNTY reserves the right, at any time and
21 without a thirty (30) day written notice, to disallow or withhold CONTRACTOR
22 funding if and when deemed necessary for material non-compliance as it pertains to
23 any provision of this Agreement.
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25 V

26 STATUS OF CONTRACTOR:
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1 A. CONTRACTOR acknowledges that this Agreement is by and between the
2 COUNTY and CONTRACTOR and is not intended, and shall not be construed, to
3 create the relationship of agent, servant, employee, partnership, joint venture, or
4 association, as between COUNTY and CONTRACTOR. CONTRACTOR is, and
5 shall at all times be deemed to be, an independent CONTRACTOR and shall be
6 wholly responsible for the manner in which it performs the services required of it by
7 the terms of this Agreement. CONTRACTOR assumes the exclusive responsibility
8 for the acts of its employees or agents as they relate to services to be provided.
9 CONTRACTOR shall bear the sole responsibility and liability for furnishing
10 workers' compensation benefits to any person for injuries arising from or connected
11 with services performed on behalf of COUNTY pursuant to this Agreement.
12

13
14 B. CONTRACTOR certifies that it is aware of the Occupational Safety and Health
15 Administration (OSHA) of the U.S. Department of Labor, the derivative Cal/OSHA
16 standards and laws and regulations relating thereto, and shall comply therewith as to
17 all relative elements under this Agreement.
18

19 C. CONTRACTOR is responsible for payment and deduction of all employment-related
20 taxes on CONTRACTOR'S behalf and for CONTRACTOR'S employees, including,
21 but not limited, to all Federal, State and applicable local income taxes and
22 withholdings. COUNTY shall not be required to make any deductions from
23 compensation payable to CONTRACTOR for these purposes.
24

25 D. CONTRACTOR shall indemnify COUNTY against any and all claims that may be
26 made against COUNTY based upon any contention by a third party that an employer-
27 employee relationship exists by reason of this Agreement.
28

1 E. CONTRACTOR shall indemnify COUNTY for any and all federal or state withholding
2 or retirement payments which COUNTY may be required to make pursuant to federal
3 or state law.

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

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

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17 VI

18 ADMINISTRATIVE CHANGE IN STATUS:

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

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

3 2. CONTRACTOR is responsible for providing to the COUNTY, annually, at the
4 beginning of each fiscal year and upon execution of the CONTRACTOR'S
5 Agreement, emergency and/or after hour contact information for the
6 CONTRACTOR'S organization. CONTRACTOR'S emergency and/or after
7 hour contact information shall include, but is not limited to, first and last name of
8 emergency and/or after hour contact, telephone number, cellular phone number,
9 and applicable address(s). CONTRACTOR shall provide this information to the
10 COUNTY at the same time the CONTRACTOR provides the COUNTY with
11 annual insurance renewals and/or changes to insurance coverage.
12

13
14 3. CONTRACTOR shall be responsible for updating this information, immediately
15 and in writing, when changes in CONTRACTOR'S emergency and/or after hour
16 contact information occurs during the fiscal year or prior to the end of the fiscal
17 year. Written CONTRACTOR'S updates of this information shall be provided
18 to the COUNTY in accordance with Section XXXI, NOTICES, of this
19 Agreement.
20

21 4. If there are any CONTRACTOR administrative changes, such as signatory
22 authority, management, site addresses, business locations, remittance addresses,
23 tax identification numbers, business ownership, etc., a letter, on
24 CONTRACTOR'S letterhead and signed by the CONTRACTOR'S Chairman of
25 the Board or President or Chief Executive Officer, or its designee, and/or a copy
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1 of CONTRACTOR's Board minutes authorizing the change(s), the appropriate
2 documentation must be submitted to COUNTY within two weeks of the change.

3 VII

4 DELEGATION AND ASSIGNMENT:

- 5 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in
6 part, without prior written consent of COUNTY; provided, however, obligations
7 undertaken by CONTRACTOR pursuant to this Agreement may be carried out by
8 means of subcontracts, provided such subcontracts are approved in writing by the
9 DIRECTOR (or his designee), meet the requirements of this Agreement as they relate
10 to the service or activity under subcontract, and include any provisions that the
11 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
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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 provide the services outlined herein, for its business to operate, and for
8 personnel to provide services hereunder, and as required by all applicable laws and
9 regulations set forth by the Federal, State, County and local governments, and all
10 other appropriate governmental agencies.
11

12 B. CONTRACTOR agrees to maintain these licenses, permits, approvals, certifications,
13 waivers, and exemptions, etc. throughout the term of this 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 such
16 licenses, permits, approvals, certifications, waivers or exemptions.
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19 X

20 INDEMNIFICATION:

21 CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special
22 Districts, and Departments of the County of Riverside, their respective directors, officers,
23 Board of Supervisors, employees, agents, elected and appointed officials and representatives
24 from any liability whatsoever, based or asserted upon services of CONTRACTOR, its agents,
25 employees, or subcontractors, arising out of or in anyway relating to this Agreement, for
26 property damage, bodily injury, or death or any other element of damage of any kind or
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1 nature resulting from any acts or failure to act or omission on the part of the
2 CONTRACTOR, its directors, officers, agents, employees or subcontractors hereunder, and
3 CONTRACTOR shall defend, at its sole expense, including but not limited to attorney fees,
4 all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their
5 respective directors, officers, Board of Supervisors, employees, agents, elected and appointed
6 officials and representatives in any legal claim or action based upon such alleged acts, failure
7 to act or omissions.
8

9 XI

10 INSURANCE:

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

19 A. Workers' Compensation

20
21 If CONTRACTOR has employees as defined by the State of California, CONTRACTOR
22 shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws
23 of the State of California. Policy shall include Employers' Liability (Coverage B)
24 including Occupational Disease with limits not less than \$1,000,000 per person per
25 accident. Policy shall be endorsed to waive subrogation in favor of the County of
26 Riverside; and, if applicable, to provide a Borrowed Servant/Alternate Employer
27 Endorsement.
28

1 B. Commercial General Liability

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

10 C. Vehicle Liability

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

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

8 E. General Insurance Provisions - All Lines

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

12 If the COUNTY Risk Manager waives a requirement for a particular insurer, such
13 waiver is only valid for that specific insurer and only for one policy term.
14

15 2. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or
16 self-insured retentions. If such deductibles or self-insured retentions exceed
17 \$500,000 per occurrence, such deductibles and/or retentions shall have the prior
18 written consent of the COUNTY Risk Manager before the commencement of
19 operations under this Agreement. Upon notification of deductibles or self insured
20 retentions which are deemed unacceptable to the COUNTY, at the election of the
21 COUNTY Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or
22 eliminate such deductibles or self-insured retentions with respect to this Agreement
23 with the COUNTY, or 2) procure a bond which guarantees payment of losses and
24 related investigations, claims administration, defense costs and expenses.
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1 3. The CONTRACTOR shall cause their insurance carrier(s) to furnish the County of
2 Riverside with 1) a properly executed original Certificate(s) of Insurance and
3 certified original copies of Endorsements effecting coverage as required herein; or,
4 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide
5 original Certified copies of policies including all Endorsements and all attachments
6 thereto, showing such insurance is in full force and effect. Further, said Certificate(s)
7 and policies of insurance shall contain the covenant of the insurance carrier(s) shall
8 provide no less than thirty (30) days written notice be given to the County of
9 Riverside prior to any material modification or cancellation of such insurance. In the
10 event of a material modification or cancellation of coverage, this Agreement shall
11 terminate forthwith, unless the County of Riverside receives, prior to such effective
12 date, another properly executed original Certificate of Insurance and original copies
13 of endorsements or certified original policies, including all endorsements and
14 attachments thereto evidencing coverage and the insurance required herein is in full
15 force and effect. Individual(s) authorized by the insurance carrier to do so on its
16 behalf shall sign the original endorsements for each policy and the Certificate of
17 Insurance. Certificates of insurance and certified original copies of Endorsements
18 effecting coverage as required herein shall be delivered to Riverside County Mental
19 Health Department, P.O. Box 7549, Riverside, CA 92513-7549, Contracts Division.
20 CONTRACTOR shall not commence operations until the County of Riverside has
21 been furnished original Certificate(s) of Insurance and certified original copies of
22 endorsements or policies of insurance, including all endorsements and any and all
23 other attachments as required in this Section.
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- 1 4. It is understood and agreed by the parties hereto and the CONTRACTOR'S
2 insurance company(s), that the Certificate(s) of Insurance and policies shall so
3 covenant and shall be construed as primary insurance, and the COUNTY'S
4 insurance and/or deductibles and/or self-insured retentions or self-insured programs
5 shall not be construed as contributory.
- 6 5. CONTRACTOR shall pass down the insurance obligations contained herein to all
7 tiers of subcontractors working under this Agreement.
- 8 6. Failure by CONTRACTOR to procure and maintain the required insurance shall
9 constitute a material breach of the Agreement upon which COUNTY may
10 immediately terminate or suspend this Agreement.
11

12
13 XII

14 LIMITATION OF COUNTY LIABILITY:

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

19 XIII

20 WARRANTY AGAINST CONTINGENT FEES:

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

3 XIV

4 NONDISCRIMINATION:

5 A. Employment

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

- 4 4. In the event of noncompliance with this section or as otherwise provided by
5 State and Federal law, this Agreement may be terminated or suspended in
6 whole or in part and CONTRACTOR may be declared ineligible for further
7 contracts involving State funds.
8

9 **B. Services, Benefits, and Facilities**

- 10 1. CONTRACTOR certifies that CONTRACTOR and any or all of its
11 Subcontractors shall not unlawfully discriminate in the provision of services
12 because of race, color, creed, national origin, sex, age, or physical, sensory,
13 cognitive, or mental disability as provided by state and federal law and in
14 accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)];
15 Age Discrimination Act of 1975 (42 USC 6101); Section 504 of the
16 Rehabilitation Act of 1973 (29 USC 794) (as amended); Education
17 Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990
18 (42 USC 12101); Title 45, CFR, Part 84; provisions of the Fair Employment
19 and Housing Act (Government Code Section 12900 et. Seq.) and regulations
20 promulgated hereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division
21 3, Article 9.5 of the Government Code commencing with Section 11135; and
22 Chapter 6 of Division 4 of Title 9 of the CCR, commencing with Section
23 10800.
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1 2. For the purpose of this Agreement, discrimination on the basis of race, color,
2 creed, national origin, sex age, or physical, sensory, cognitive, or mental
3 disability includes, but is not limited to, the following: denying an otherwise
4 eligible individual any service or providing benefit which is different, or is
5 provided in a different manner or at a different time, from that provided to
6 others under this Agreement; subjecting any otherwise eligible individual to
7 segregation or separate treatment in any matter related to the receipt of any
8 services; restricting an otherwise eligible individual in any way in the
9 enjoyment of any advantages or privilege enjoyed by others receiving any
10 services or benefit; and/or treating any individual differently from others in
11 determining whether such individual satisfied any admission, enrollment,
12 eligibility, membership, or other requirement or condition which individuals
13 must meet in order to be provided any service or benefit.
14

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

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

PERSONS WITH DISABILITIES:

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

XVI

REPORTS:

- A. CONTRACTOR shall participate in the COUNTY'S Management Information System (MIS) as required by the Director, or his authorized designee. CONTRACTOR shall report to the program, applicable client and staff related data regarding the CONTRACTOR'S program by the fifth (5th) working day of the following month.
- B. CONTRACTOR shall provide the COUNTY with applicable reporting documentation as specified and/or required by the COUNTY, State Department of Mental Health and Federal guidelines. COUNTY may provide additional instructions on reporting requirements.
- C. CONTRACTOR shall comply with the State reporting requirements pursuant to the California Code of Regulations, Title 9, section 10561. Upon the occurrence of any of the events listed hereafter, the CONTRACTOR shall make a telephonic report to the State department licensing staff (hereinafter "State") within one (1) working day. The telephonic report is to be followed by a written report to the COUNTY within twenty-four (24) hours of the incident and within seven (7) days of the event to the State. If a