

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

935



FROM: Department of Mental Health

SUBMITTAL DATE:

SUBJECT: Approval of the Professional Services Agreement with Loma Linda University Behavioral Medicine Center to Provide Electroconvulsive Treatment Services (District: All) [\$105,600 Ongoing]. State & Federal

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the Professional Services Agreement with Loma Linda University Behavioral Medicine Center (LLUBMC) to provide Electroconvulsive Treatment (ECT) services for \$105,600;
2. Authorize the Chairman of the Board to sign the Agreement with LLUBMC;
3. Authorize the Director of Mental Health to administer the Agreement with LLUBMC; and
4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to sign renewals, based on the availability of funding, and to sign amendments that do not change the substantive terms of the agreement through June 30, 2019.

BACKGROUND:

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

(Continued on page 2)

JW:JB

Jerry Wengert

 Jerry Wengert, Director
 Department of Mental Health

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 105,600	\$ 105,600	\$ 528,000	\$ 105,600	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: State, Federal	Budget Adjustment: NO
	For Fiscal Year: 14/15

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature

BY: *Jennifer L. Sargent*

 Jennifer L. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: July 15, 2014
 xc: Mental Health, Purchasing

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

 Deputy

Prev. Agn. Ref.:

District: All

Agenda Number:

3-47

FORM APPROVED COUNTY COUNSEL
 BY: *Leslie E. Murad II*

 LESLIE E. MURAD II
 DATE: _____
 Departmental Concurrence
 Purchasing: *Mary Seiler*

 Mary Seiler, Assistant Director

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

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of the One-Year Agreement with Loma Linda University Behavioral Medicine Center to
Provide Electroconvulsive Treatment Services. (District: All) [\$105,600 ongoing]. State & Federal**

DATE:

PAGE: Page 2 of 2

BACKGROUND (Continued):

The Agreement with LLUBMC will provide ECT services to consumers referred by the Riverside County Department of Mental Health (RCDMH). ECT continues to be the most effective biological treatment for certain severe mental disorders such as depression, mania (elated mood with excessive energy) and catatonia (mental withdrawal and physical immobilization). LLUBMC's ECT services are a comprehensive and all inclusive, specialized treatment which includes physician services, anesthesiologist, recovery nurse and hospital facility.

Therefore, the DMH is requesting that the Board of Supervisors approve and execute the Professional Services Agreement with LLUBMC for \$105,600 through June 30, 2015 as outlined herein.

Impact on Citizens and Businesses

These services are a component of the Department's system of care aimed at improving the health and safety of consumers and the community. RCDMH serves people who have severe mental illness. For a number of consumers for whom conventional psychotropic medications have been ineffective, ECT is the next appropriate treatment option. Consumers are referred by RCDMH for ECT services on both a voluntary and involuntary basis. However, in both cases, treatment is only provided upon the consensus of the Treating Physician, LLUBMC Physician and RCDMH's Medical Director.

Contract History and Price Reasonableness

ECT is the most appropriate treatment for some consumers and the most cost effective for the County. A treatment course for ECT services range from 9-12 treatments at a cost of \$1,100 per treatment and is considered reasonable and comparable to the Medi-Cal Approved Rates.

There are sufficient funds in the department's FY 14/15 budget and no additional County funds are required.

Date: April 9, 2014
From: Jerry Wengerd, Director Department/Agency: Department of Mental Health
To: Board of Supervisors/Purchasing Agent
Via: Purchasing Agent
Subject: Sole Source Procurement of Electroconvulsive Treatment Services with Loma Linda University Behavioral Medicine Center

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

1. Supply/Service being requested:

Electroconvulsive Treatment (ECT) Services. The services includes: Consultation, physician services, anesthesiologist, recovery nurse and hospital facility

2. Supplier being requested:

Loma Linda University Behavioral Medicine Center (LLUBMC)

3. Alternative suppliers that can or might be able to provide supply/service:

None

4. Extent of market search conducted:

ECT is a unique treatment modality. Currently there is no provider within Riverside County that is able to provide the blend of ECT services needed to treat Riverside County Department of Mental Health (RCDMH) clients requiring this type of treatment.

5. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

ECT is a comprehensive and all inclusive, specialized treatment that includes physician services, anesthesiologist, recovery nurse, and hospital facility. It would be difficult for any other provider to successfully compete for this unique and specialized service.

6. Reasons why my department requires these unique features and what benefit will accrue to the county:

The agreement with LLUBMC will provide ECT services to clients referred by RCDMH. ECT is considered the safest, quickest, and most effective biological treatment for consumers with certain severe mental disorders who are not responding to reasonable pharmacological treatment.

7. Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:

ECT is the most appropriate treatment for some consumers and the most cost effective for the County. A treatment course for ECT services range from 9-12 treatments at a cost of \$1,100 per treatment and is considered reasonable and comparable to the Medi-Cal Approved Rates. Without this treatment option, clients would be placed in a residential treatment hospital for an average stay of 14 to 30 days at a cost of \$750 per day. The contract maximum obligation for FY 14/15 is \$105,600.

8. Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).

No

9. Period of Performance:

Date of execution through June 30, 2015 with the option to renew, based on the availability of funding, through June 30, 2019, renewable in one (1) year increments.

[Signature] 5-30-14
Department Head Signature Date

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove

Not to exceed: \$ 105,600 One time Annual Amount through 6-30-19

[Signature] 6-18-18 15-043
Purchasing Agent Date Approval Number
(Reference on Purchasing Documents)

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 Loma Linda University Behavioral Medicine Center, 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 44 and Exhibits A, B, C, and Schedule I attached hereto and incorporated herein, hereinafter referred to as "Agreement."

CONTRACTOR:

By: [Signature]

Print Name: Jeff Pollock
Date: 6/19/14

COUNTY COUNSEL:

Pamela J. Walls
Approved as to form
By: [Signature]
Deputy County Counsel 6/19/14

COUNTY

By: [Signature]

Jeff Stone, Chairman
Board of Supervisors

Date: JUL 15 2014

ATTEST:

KECIA HARPER-IHEM, Clerk

By: [Signature]
DEPUTY

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EXHIBIT A
EXHIBIT B
EXHIBIT C
SCHEDULE I

I

1
2 DESCRIPTION OF SERVICES:

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

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6 II

7 PERIOD OF PERFORMANCE:

8 This Agreement shall be effective as of the date of execution, and continue in effect
9 through June 30, 2015. The Agreement may thereafter be renewed annually, up to an
10 additional four (4) years, subject to the availability of funds.

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12 III

13 REIMBURSEMENT AND PAYMENT:

14 In consideration of services provided by CONTRACTOR, COUNTY shall reimburse
15 CONTRACTOR in the amount and manner described in Exhibit C, attached hereto and by
16 this reference incorporated herein.

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

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6 IV

7 PROGRAM SUPERVISION, MONITORING AND REVIEW:

8 Pursuant to Welfare & Institutions Code (WIC), Section 5608 and Government Code
9 Section 8546.7, services hereunder shall be provided by CONTRACTOR under the general
10 supervision of the COUNTY Director of Mental Health, hereinafter called DIRECTOR, or his
11 authorized designee. CONTRACTOR agrees to extend to DIRECTOR or his designee, the
12 COUNTY Contract Monitoring Team, COUNTY Case Management Staff; and other
13 authorized County, Federal and/or State representatives, the right to enter the program
14 facilities during operating hours to monitor only COUNTY client's well-being; and the right
15 to review and monitor CONTRACTOR's personnel and documents in direct association with
16 the provision of services to Riverside County Department of Mental Health client only.
17 COUNTY agrees to notify CONTRACTOR at least seventy two (72) hours in writing prior to
18 any audits, monitoring or reviews being performed. In addition, CONTRACTOR shall make
19 available during examinations and audits at minimum, those matters connected with the
20 performance of the Agreement, including but not limited to, the costs of administering the
21 Agreement. The COUNTY shall enforce applicable Agreement provisions and COUNTY
22 policies with regards to threats and violent behavior or harassment in the workplace
23 concerning its employees. CONTRACTOR further agrees to authorize the COUNTY, under
24 this Agreement, to have access to all COUNTY consumers only, to collaborate with treating
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1 staff, and to review necessary documents to ensure that the consumer has received all
2 necessary assessments, all necessary treatment planning with measurable goals, and
3 documented progress towards goals. CONTRACTOR agrees to allow COUNTY to
4 collaborate with CONTRACTOR personnel regarding COUNTY consumer aftercare services
5 and continuity of care with the COUNTY.
6

7 A. As it pertains to COUNTY Contract and/or Program Monitoring, if at any point
8 during the length of this Agreement, the COUNTY determines the CONTRACTOR
9 is out of compliance with any provision in this Agreement and has been cited for
10 non-compliance, the COUNTY may request a plan of correction, after providing the
11 CONTRACTOR with written notification detailing the basis for the finding of non-
12 compliance. Within thirty (30) days of receiving this separate notification, the
13 CONTRACTOR shall provide a written plan of corrective action addressing the
14 non-compliance. If the COUNTY accepts the CONTRACTOR'S proposed plan of
15 correction, it shall temporarily suspend other punitive actions to give the
16 CONTRACTOR the opportunity to come into full compliance in the area of
17 deficiency. If the COUNTY determines the CONTRACTOR has failed to
18 implement an appropriate corrective action, CONTRACTOR funds or invoice
19 payment may be withheld until compliance is fully achieved. CONTRACTOR
20 shall cooperate with any such effort by COUNTY, including follow-up
21 investigation(s) and interview(s) of witnesses. Failure to cooperate or take
22 corrective action as may be indicated by an investigation could result in further
23 punitive actions and/or termination of this Agreement. Notwithstanding the
24 forgoing, the COUNTY reserves the right, at any time and without a thirty (30) day
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1 written notice, to disallow or withhold CONTRACTOR funding if and when
2 deemed necessary for material non-compliance as it pertains to any provision of this
3 Agreement.

4 V

5 STATUS OF CONTRACTOR:

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7 This Agreement is by and between the COUNTY and CONTRACTOR and is not
8 intended, and shall not be construed, to create the relationship of agent, servant, employee,
9 partnership, joint venture, or association, as between COUNTY and CONTRACTOR and
10 CONTRACTOR and its employees and agents shall not be entitled to any benefits payable to
11 COUNTY employees. CONTRACTOR is, and shall at all times be deemed to be, an
12 independent contractor and shall be wholly responsible for the manner in which it performs
13 the services required of it by the terms of this Agreement. CONTRACTOR assumes the
14 exclusive responsibility and liability for the acts of its employees or agents as they relate to
15 services to be provided. CONTRACTOR shall bear the sole responsibility and liability for
16 furnishing workers' compensation benefits to any person for injuries arising from or
17 connected with services performed on behalf of COUNTY pursuant to this Agreement.
18 CONTRACTOR certifies that it is aware of the Occupational Safety and Health
19 Administration (OSHA) of the U.S. Department of Labor, the derivative Cal/OSHA standards
20 and laws and regulations relating thereto, and shall comply therewith as to all relative
21 elements under this Agreement. CONTRACTOR is responsible for payment and deduction of
22 all employment-related taxes on CONTRACTOR's behalf and for CONTRACTOR's
23 employees, including but not limited to all federal and state income taxes and withholdings.
24 COUNTY shall not be required to make any deductions from compensation payable to
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1 CONTRACTOR for these purposes. CONTRACTOR shall indemnify COUNTY against any
2 and all claims that may be made against COUNTY based upon any contention by a third party
3 that an employer-employee relationship exists by reason of this Agreement; and
4 CONTRACTOR shall indemnify COUNTY for any and all federal or state withholding or
5 retirement payments which COUNTY may be required to make pursuant to federal or state
6 law.
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8 CONTRACTOR shall maintain on file at all times, and as deemed applicable and appropriate
9 for CONTRACTOR, the following, but not limited to, organization status related
10 documentation:

- 11 a) Articles of Incorporation;
- 12 b) Any and all Amendment of Articles;
- 13 c) List of agency's Board of Directors and Advisory Board;
- 14 d) A resolution indicating who is empowered to sign all Agreement
15 documents pertaining to the agency;
- 16 e) By-laws and minutes of Board meetings; and
- 17 f) All applicable Federal, State and County licenses.
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20 VI

21 ADMINISTRATIVE CHANGE IN STATUS:

22 If, during the term of the Agreement, there is a change in CONTRACTOR'S status, a
23 detailed description of the change must be submitted to COUNTY in writing at least sixty (60)
24 days prior to the effective date of the change. A change in status is defined as moving a
25 facility's service location, closing a facility, structural changes, change of ownership or
26 majority ownership, change in business structure, CONTRACTOR'S ownership of other
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1 businesses dealing with CONTRACTOR under this Agreement changes, or change in services
2 offered. Involuntary changes of status due to disasters should be reported to the COUNTY as
3 soon as possible.

4 A. If there are any CONTRACTOR administrative changes, such as signatory
5 authority, management, site addresses, business locations, remittance addresses, tax
6 identification numbers, business ownership, etc., a letter, on CONTRACTOR's
7 letterhead and signed by the CONTRACTOR's Chairman of the Board or President
8 or Chief Executive Officer, or its designee, and/or a copy of CONTRACTOR's
9 Board minutes authorizing the change(s), the appropriate documentation must be
10 submitted to COUNTY within two weeks of the change.
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13 VII

14 DELEGATION AND ASSIGNMENT:

15 CONTRACTOR may not delegate the obligations hereunder, either in whole or in part,
16 without prior written consent of COUNTY; provided, however, obligations undertaken by
17 CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts,
18 provided such subcontracts are approved in writing by the Director of the Department of
19 Mental Health (DIRECTOR) (or his designee), meet the requirements of this Agreement as
20 they relate to the service or activity under subcontract, and include any provisions that
21 DIRECTOR (or his designee) may require. No subcontract shall terminate or alter the
22 responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.
23 CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
24 prior written consent of COUNTY. Any attempted assignment or delegation in derogation of
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1 this paragraph shall be void. Any change in the corporate or business structure of
2 CONTRACTOR, shall be deemed an assignment for purposes of this paragraph.

3 VIII

4 ALTERATION:

5 No alteration or variation of the terms of this Agreement shall be valid unless made in
6 writing and signed by the parties hereto, and no oral understanding or agreement not
7 incorporated herein, shall be binding on any of the parties hereto.
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9 IX

10 LICENSES:

11 CONTRACTOR warrants that it has all applicable, appropriate and necessary
12 licenses, permits, approvals, certifications, waivers and exemptions necessary for the
13 business to operate and personnel to provide services hereunder and as required by laws
14 and regulations set forth by the Federal, State and County laws and all other appropriate
15 governmental agencies, and agrees to maintain these throughout the term of this
16 Agreement. CONTRACTOR shall notify DIRECTOR, or its designee, immediately
17 and in writing of its inability to maintain, irrespective of the pendency of an appeal of
18 such licenses, permits, approvals, certifications, waivers or exemptions.
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21 X

22 INDEMNIFICATION:

23 CONTRACTOR shall indemnify and hold harmless the COUNTY, its Agencies,
24 directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and
25 representatives (individually and collectively hereinafter referred to as Indemnitees) from any
26 liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers,
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1 employees, subcontractors, agents or representatives arising out of or in any way relating to this
2 Agreement, including but not limited to property damage, bodily injury, or death or any other
3 element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its
4 officers, employees, subcontractors, agents or representatives Indemnitors for this Agreement.
5 CONTRACTOR shall defend, at its sole expense, all costs and fees including but not limited to
6 attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any
7 claim or action based upon such alleged acts or omissions. With respect of any actions or claims
8 subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost,
9 have the right to use counsel of their own choice and shall have the right to adjust, settle, or
10 compromise any such action or claim without the prior consent of COUNTY; provided,
11 however, that any such adjustment, settlement or compromise in no manner whatsoever limits
12 or circumscribes CONTRACTOR'S indemnification to Indemnitees as set for herein.
13 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided
14 to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the
15 action or claim involved. The specified insurance limits required in this Agreement shall in no
16 way limit or circumscribe CONTRACTOR'S obligation to indemnified and hold harmless the
17 Indemnitees herein from third party claims. In the event there is conflict between this clause and
18 California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code
19 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the
20 Indemnitees to the fullest extent allowed by the law.
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XI

INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold harmless the County of Riverside, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, insurance coverage as determined in this Agreement. Insurance requirements stated herein may be met with a program of self-insurance subject to the approval of County's Risk Management. CONTRACTOR must provide a copy of its self-insurance to the Department of Mental Health for submission and approval by Riverside County Risk Management.

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, completed operations, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder, whether such operations, use or performance by CONTRACTOR, and, including but not limited to, any subcontractor, vendor, or anyone employed directly

1 or indirectly by them or volunteers serving either of them. Policy's limit of liability shall
2 not be less than \$1,000,000 per occurrence combined single limit. If such insurance
3 contains a general aggregate limit, it shall apply separately to this Agreement or be no
4 less than two (2) times the occurrence limit.

5 **C. Vehicle Liability:**

6 If CONTRACTOR uses any vehicles or mobile equipment in the performance of the
7 obligations under this Agreement, CONTRACTOR shall maintain liability insurance for
8 all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per
9 occurrence combined single limit. If such insurance contains a general aggregate limit, it
10 shall apply separately to this Agreement or be no less than two (2) times the occurrence
11 limit.
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14 **D. Professional Liability:**

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

3 E. General Insurance Provisions - All lines:

- 4 1. Any insurance carrier providing insurance coverage hereunder shall be admitted
5 to the State of California and have an A.M. BEST rating of not less than an A:
6 VIII (A: 8) unless such requirements are waived, in writing, by the COUNTY
7 Risk Manager. If the County's Risk Manager waives a requirement for a
8 particular insurer such waiver is only valid for that specific insurer and only for
9 one policy term.
- 10 2. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles
11 or self-insured retentions. If such deductibles or self-insured retentions exceed
12 \$500,000 per occurrence such deductibles and/or retentions shall have the prior
13 written consent of the County Risk Manager before the commencement of
14 operations under this Agreement. Upon notification of deductibles or self insured
15 retentions which are deemed unacceptable to the COUNTY, at the election of the
16 COUNTY'S Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or
17 eliminate such deductibles or self-insured retentions as respects this Agreement
18 with the COUNTY, or 2) procure a bond which guarantees payment of losses and
19 related investigations, claims administration, defense costs and expenses.
- 20 3. The CONTRACTOR shall cause their insurance carrier(s) to furnish the County
21 of Riverside with 1) a properly executed original Certificate(s) of Insurance and
22 certified original copies of Endorsements effecting coverage as required herein;
23 or, 2) if requested to do so orally or in writing by the COUNTY Risk Manager,
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1 provide original Certified copies of policies including all Endorsements and all
2 attachments thereto, showing such insurance is in full force and effect. Further,
3 said Certificate(s) and policies of insurance shall contain the covenant of the
4 insurance carrier(s) shall provide no less than thirty (30) days written notice be
5 given to the County of Riverside prior to any material modification or
6 cancellation of such insurance. In the event of a material modification or
7 cancellation of coverage, this Agreement shall terminate forthwith, unless the
8 County of Riverside receives, prior to such effective date, another properly
9 executed original Certificate of Insurance and original copies of endorsements or
10 certified original policies, including all endorsements and attachments thereto
11 evidencing coverage and the insurance required herein is in full force and effect.
12 Individual(s) authorized by the insurance carrier to do so on its behalf shall sign
13 the original endorsements for each policy and the Certificate of Insurance.
14 Certificates of insurance and certified original copies of Endorsements effecting
15 coverage as required herein shall be delivered to Riverside County Mental Health
16 Department, P.O. Box 7549, Riverside, CA 92513-7549, Program Support's
17 Contracts Division. CONTRACTOR shall not commence operations until the
18 County of Riverside has been furnished original Certificate (s) of Insurance and
19 certified original copies of endorsements or policies of insurance including all
20 endorsements and any and all other attachments as required in this Section.
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- 25 4. It is understood and agreed by the parties hereto and the CONTRACTOR'S
26 insurance company(s), that the Certificate(s) of Insurance and policies shall so
27 covenant and shall be construed as primary insurance, and the COUNTY'S
28

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

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

5 6. Failure by CONTRACTOR to procure and maintain the required insurance shall
6 constitute a material breach of Agreement upon which COUNTY may
7 immediately terminate or suspend this Agreement.
8

9 XII

10 LIMITATION OF COUNTY LIABILITY:

11 Notwithstanding any other provision of this Agreement, the liability of COUNTY shall
12 not exceed the amount of funds appropriated in support of this Agreement by the California
13 Legislature or by the United States Congress. In addition, either party reserves the right, based
14 on applicable law, to terminate this Agreement, upon written notice, upon unavailability of
15 funds for the provisions of services under this Agreement in accordance with Section XXX.
16

17 XIII

18 WARRANTY AGAINST CONTINGENT FEES:

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

3 XIV

4 NONDISCRIMINATION.

5 A. EMPLOYMENT:

- 6
- 7 1. CONTRACTOR shall not unlawfully discriminate on the basis of race, national
8 origin, gender, religion, physical or mental handicap, medical condition, color,
9 sexual orientation, marriage status, age or disability in the performance of this
10 Agreement. CONTRACTOR is a non-profit religious corporation and does not
11 waive any exceptions or rights that it may have under federal or state laws as a
12 result of its corporate status. There shall be posted in conspicuous places,
13 available to employees and applicants for employment, notices from
14 DIRECTOR, or his designee, and/or the United States Equal Employment
15 Opportunity Commission setting forth the provisions of this section.
16
- 17 2. All solicitations or advertisements for employees placed by or on behalf of
18 CONTRACTOR shall state that all qualified applicants will receive
19 consideration for employment without regard to race, religion, color, sex,
20 national origin, age, sexual preference, or physical or mental handicap, medical
21 conditions or marital status.
22
- 23 3. Each labor union or representative of workers with which CONTRACTOR has a
24 collective bargaining agreement or other contract or understanding must post a
25 notice advising the labor union or workers' representative of the commitments
26
27
28

1 under this Nondiscrimination Section and shall post copies of the notice in
2 conspicuous places available to employees and applicants for employment.

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

8 B. SERVICES, BENEFITS, AND FACILITIES:

9 CONTRACTOR shall not discriminate in the provision of services, the allocation of
10 benefits, or in the accommodation in facilities on the basis of color, race, religion,
11 national origin, sex, age, sexual preference, physical or mental handicap, medical
12 conditions, or marital status in accordance with Title VI of the Civil Rights Act of
13 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations
14 promulgated pursuant thereto, and as otherwise provided by State law and
15 regulations, as all may now exist or be hereafter amended or changed.
16

- 17 1. For the purpose of this Section, discrimination means denying a participant or
18 potential participant any service, benefit, or accommodation that would be
19 provided to another and includes, but is not limited to, the following:
20

- 21 a. Denying a participant any service or benefit or availability of a facility.
22 b. Providing any service or benefit to a participant, which is different or is
23 provided in a different manner or at a different time or place from that
24 provided to other participants on the basis of race, color, creed or
25 national origin.
26
27
28

1 c. Restricting a participant in any way in the enjoyment of any advantage
2 or privilege enjoyed by others receiving any service or benefit.

3 d. Treating a participant differently from others in satisfying any admission
4 requirement or condition, or eligibility requirement or condition, which
5 individuals must meet in order to be provided any service or benefit.
6

7 2. CONTRACTOR shall further establish and maintain written procedures under
8 which any person, applying for or receiving services hereunder, may seek
9 resolution from CONTRACTOR of a complaint with respect to any alleged
10 discrimination in the provision of services by CONTRACTOR'S personnel.
11 Such procedures shall also include a provision whereby any such person, who is
12 dissatisfied with CONTRACTOR'S resolution of the matter, shall be referred
13 by CONTRACTOR to DIRECTOR, or his authorized designee, for the purpose
14 of presenting his or her complaint of alleged discrimination. Such procedures
15 shall also indicate that if such person is not satisfied with COUNTY'S resolution
16 or decision with respect to the complaint of alleged discrimination, he or she
17 may appeal the matter to the appropriate federal or state agencies.
18 CONTRACTOR will maintain a written log of complaints for a period of seven
19 (7) years.
20

21
22 3. All individual group and organizational providers will maintain a safe facility in
23 accordance with Title 9, Chapter 11, Section 1810.435 (b)(2) of the California
24 Code of Regulations. Individual, group and organizational providers will store
25 and dispense medications in compliance with all applicable State and Federal
26 laws and regulations and COUNTY'S "Medication Guidelines," and
27
28

1 "Psychotropic Medication Protocols for Children and Adolescents" publications
2 distributed by COUNTY Quality Improvement Division.

3 XV

4 PERSONS WITH DISABILITIES:

5 CONTRACTOR agrees to comply with Section 504 of the Rehabilitation Act of 1973,
6 as amended (29 USC 794) and all requirements as imposed by the applicable Federal
7 Department of Health and Human Services (DHHS) regulations (45 CFR 84), and all
8 guidelines and interpretations issued pursuant thereto.
9

10 XVI

11 VOTER REGISTRATION ACT:

12 CONTRACTOR agrees to comply with section 7 of the National Voter Registration Act
13 1993 (42 USC SECTION 1973gg) and all requirements as imposed by State Department of
14 Mental Health and all guidelines and interpretations issued pursuant thereto.
15

16 XVII

17 REPORTS:

- 18
- 19 A. CONTRACTOR shall participate in the COUNTY'S Management Information System
20 as required by the DIRECTOR, or his designee. CONTRACTOR shall report program,
21 client and staff data about the CONTRACTOR'S program, within specified time periods
22 as required by the DIRECTOR, or his authorized designee.
23
- 24 B. CONTRACTOR shall provide the COUNTY with applicable reporting documentation
25 as specified and/or required by the COUNTY, State Department of Health Care
26 Services and Federal guidelines. COUNTY may provide additional instructions on
27 reporting requirements.
28

1 C. COUNTY shall provide the CONTRACTOR with a detailed list of required reports and
2 associated deadline requirements as it relates to the services provided under this
3 contractual Agreement.

4 D. Title 9 Reporting Requirements "CONTRACTOR shall comply with the State reporting
5 requirements pursuant to the California Code of Regulations, Title 9, Section 10561."
6 Upon the occurrence of any of the events listed hereafter, the CONTRACTOR shall
7 make a telephonic report to the State department licensing staff (hereinafter "State")
8 within one (1) working day. The telephonic report is to be followed by a written report
9 to the COUNTY within twenty-four (24) hours of the incident and within seven (7)
10 days of the event to the State. If a report to local authorities exists which meets the
11 requirements cited, a copy of such a report shall suffice for the written report required
12 by the State.
13
14

15 (1) Events reported shall include:

- 16 (a) Death of any resident from any cause
- 17 (b) Any facility related injury of any resident which requires medical treatment
- 18 (c) All cases of communicable disease reportable under Section 2502 of Title 17,
19 California Code of Regulations shall be reported to the local health officer in
20 addition to the State.
- 21 (d) Poisonings
- 22 (e) Catastrophes such as flooding, tornado, earthquake or any other natural
23 disaster
- 24 (f) Fires or explosions which occur in or on the premises

25
26
27 (2) Information provided shall include the following:
28

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

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

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

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

6 (i.) The organizational changes specified in Section 10531(a) of this
7 subchapter.

8 (ii.) Any change in the licensee's or applicants mailing address

9 (3) Any change of the administrator of the facility. Such notification shall include the
10 new administrator's name, address and qualifications.
11

12
13 E. COUNTY reserves the right to perform further inquires of any and all adverse incidents as
14 outlined in subparagraph C (1) above at their discretion, and based on the outcome of the
15 adverse incident investigation the COUNTY may suspend referrals or terminate
16 CONTRACTOR's Agreement until COUNTY receives corrective action.
17

18 F. CONTRACTOR must adhere to all applicable Federal, State and County reporting
19 requirements as mandated. The COUNTY shall provide necessary instructions and
20 direction to CONTRACTOR regarding COUNTY policies and procedures for meeting
21 requirements.
22

23 G. CONTRACTOR shall report client and staff data about the CONTRACTOR's program
24 and services as required by the DIRECTOR, or its authorized designee, or by the State,
25 regarding the CONTRACTOR's activities as they affect the duties, roles, responsibilities,
26 and purposes contained in this Agreement, and as may be specifically referenced in
27 Exhibit A. COUNTY shall provide CONTRACTOR with at least thirty (30) days prior
28

1 written notice of any additional, required reports in this matter. COUNTY shall provide
2 instructions on the reporting requirements as required herein.

3 H. As Mental Health and/or Substance Abuse service providers and funding recipients,
4 under the State Charitable Choice requirements, CONTRACTOR, must adhere to the
5 following:

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

17 XVIII

18 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

19 The CONTRACTOR in this Agreement is subject to all relevant requirements contained
20 in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-
21 91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto.

22 The CONTRACTOR hereto agrees to cooperate in accordance with the terms and intent of
23 this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under
24 this Law.
25
26
27
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XIX

CONFIDENTIALITY OF CLIENT INFORMATION:

CONTRACTOR shall maintain the confidentiality of all consumer identifying information contained in records, including but not limited to patient/client records/charts, billing records, research and client identifying reports, and the COUNTY'S consumer management information system (ELMR) in accordance with WIC Sections 14100.2 and 5328 et seq, Title 42 Code of Federal Regulations, Section 431.300 et seq., Section 1320 D et seq, of Title 42, United States Code and it's impending regulations (including but not limited to Title 45, CFR, Parts 142, 160, 162, 164) and all other applicable current or future COUNTY, State and Federal laws, regulations, ordinances and directives relating to confidentiality and security of client records and information. In addition, CONTRACTOR shall notify COUNTY of any breach of confidentiality in which the COUNTY could be named as a liable party to such an action simply based on this Agreement relationship with the CONTRACTOR.

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

B. The CONTRACTOR shall not disclose confidential client identifying information except as authorized by consumer, consumers' legal representative or as permitted by Federal or State law, to anyone other than the COUNTY or State without prior valid authorization from the consumer or consumers' legal representative in accordance with State and

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

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

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

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

1 investigation to the COUNTY Mental Health Compliance Officer, postmarked within
2 thirty (30) working days of the discovery of the breach to the address as follows:

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

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

21 XX

22 RECORDS:

23 All records shall be available for inspection by the designated auditors of COUNTY,
24 State Department of Health Care Services, State Department of Justice, U.S. Department of
25 Health and Human Services and the U.S Office of the Inspector General at reasonable times
26 during normal business hours. Records include, but are not limited to all physical and
27
28

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

9 A. Medical Records. CONTRACTOR shall maintain adequate medical records on each
10 individual patient which shall include at a minimum, a client care plan, diagnostic
11 procedures, evaluation studies, problems to be addressed, medications provided, and
12 records of service provided by the various personnel in sufficient detail to make possible
13 an evaluation of services, including records of patient interviews and progress notes.
14

15 B. Financial Records. CONTRACTOR shall maintain complete financial records that clearly
16 reflect the cost of each type of service for which payment is claimed. Any apportionment
17 of costs shall be made in accordance with generally accepted accounting principles and
18 shall evidence proper audit trails reflecting the true cost of the services rendered.
19 Allowable costs shall be those costs defined in Centers for Medicare and Medicaid
20 Services Manual (CMS 15-1). Statistical data shall be kept and reports made as required
21 by the DIRECTOR, or his designee, and the State of California.
22

23 C. Financial Record Retention. Appropriate financial records shall be maintained and
24 retained by CONTRACTOR for at least five (5) years or, in the event of an audit
25 exception and appeal, until the audit finding is resolved, whichever is later.
26
27
28

1 D. Patient Record Retention. Patient records shall be maintained and retained by
2 CONTRACTOR for a minimum of seven (7) years following discharge of the client
3 except that the records of unemancipated minors shall be kept at least one year after such
4 minor has reached the age of eighteen years and in any case not less than seven years.

5 E. Shared Records. CONTRACTOR and COUNTY shall maintain a reciprocal shared
6 record policy, which allows for sharing of client records between CONTRACTOR and
7 COUNTY. Either COUNTY or CONTRACTOR cannot release these client records to a
8 third party without prior authorization from consumer.
9

10 F. Records Ownership. COUNTY is the owner of all patient care/client records. In the
11 event that the Agreement is terminated, the CONTRACTOR is required to prepare and box
12 the client medical records so that they can be archived by the County, according to
13 procedures developed by the County.
14

15 The COUNTY is responsible for taking possession of the records and storing them
16 according to regulatory requirements. The COUNTY is required to provide the
17 CONTRACTOR with a copy of any medical record that is requested by the
18 CONTRACTOR, as required by regulations, at no cost to the CONTRACTOR, and in a
19 timely manner.
20

21 G. Inspection of Records. All records shall be available for inspection by all applicable and
22 designated Federal, State and COUNTY auditors during normal business hours. Records
23 include, but are not limited to, all physical and electronic records originated or prepared
24 pursuant to the performance under this Agreement; including, but not limited to, working
25 papers, reports, financial records or books of account, medical records, prescription files,
26 subcontracts, any and other documentation pertaining to medical and non-medical services
27
28

1 for clients. Upon request, at any time during the period of this Agreement, the
2 CONTRACTOR will furnish any such records or copies thereof, to the applicable Federal,
3 State and COUNTY auditors. CONTRACTOR shall be subject to the examination and
4 audit of the Office of the Inspector General for a period of no less than five (5) years
5 pertaining to individuals over the age of 18 years of age related documentation; and no
6 more than 10 years pertaining to minor related documentation after final payment under
7 Agreement.
8

9 XXI

10 STAFFING:

11 CONTRACTOR shall operate continuously throughout the term of this Agreement in
12 conformance to the staffing expectations as described in Exhibit A. Such personnel shall be
13 qualified, holding appropriate licenses in accordance with the WIC Section 5751.2, the
14 requirements set forth in Title 9 of the California Code of Regulations (CCR's), State
15 Department of Mental Health policy letters, and any amendments thereto. Furthermore,
16 CONTRACTOR acknowledges all its officers; employees, associates, and agents providing
17 services hereunder are eligible for reimbursement for said services by their exclusion from
18 the Federal "List of Excluded Parties" registry.
19
20

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

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

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

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

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

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

10 ii. List of all applicable trainings;

11 iii. Annual Job performance evaluation; and

12 iv. Personnel action document for each change in status of the employee.
13

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

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

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

22 E. The CONTRACTOR recognizes the importance of child and family support obligations
23 and shall fully comply with all applicable State and Federal laws relating to child and
24 family support enforcement, including, but not limited to, disclosure of information and
25 compliance with earnings assignment orders, as provided in Chapter 8, commencing with
26 Section 5200, of Part 5 of Division 9 of the Family Code.
27
28

1 F. In accordance with section 6032 of the Deficit Reduction Act of 2005, CONTRACTOR
2 shall establish and disseminate written policies for all employees that include detailed
3 information about the False Claims Act and the other provisions named in section
4 1902(a)(68)(A). Included in these written policies shall be detailed information about
5 CONTRACTOR's policies and procedures for detecting and preventing fraud, waste, and
6 abuse in federal, state and local health care programs. CONTRACTOR shall also include
7 in any employee handbook a specific discussion of the laws described in the written
8 policies, the rights of employees to be protected as whistleblowers, and a specific
9 discussion of CONTRACTOR's policies and procedures for detecting and preventing
10 fraud, waste and abuse.
11

12
13 G. CONTRACTOR shall follow all applicable Federal, State and County policies, laws and
14 regulations regarding Staffing and/or Employee compensation. CONTRACTOR shall not
15 pay or compensate any of its Staff, Personnel or Employees by means of cash. All
16 payments or compensation made to CONTRACTOR Staff, Personnel and/or Employees in
17 association with the fulfillment of this Agreement shall be made by means of Staff,
18 Personnel and/or Employee Certified Payroll only.
19

20 XXII

21 CULTURAL COMPETENCY:

22 CONTRACTOR shall provide services pursuant to this Agreement in a culturally
23 competent manner by recruiting, hiring, maintaining and providing staff that can deliver
24 services in the manner specified to the diverse Multi-cultural population served under this
25 Agreement. CONTRACTOR shall provide multi-cultural services in a language appropriate
26 and culturally sensitive manner, in a setting accessible to diverse communities. Multi-cultural
27
28

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

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

1 Cultural Competency Manager or designee upon written request via
2 certified mail or facsimile to:

3 Riverside County Department of Mental Health

4 Cultural Competency Program

5 P.O. Box 7549

6 Riverside, California 92513

7 Attention: Cultural Competency Manager

8 Fax: 951-358-4792

9
10 3. CONTRACTOR shall make available upon request by client bilingual professional
11 staff or qualified interpreter to ensure adequate communication between clients and
12 mental health staff. Any individual with limited English language capability or other
13 communicative barriers, shall have equal access to mental health services.
14

15 a. A qualified interpreter is defined as someone who is fluent in English
16 and in the necessary second language, who can accurately speak, read
17 and readily interpret the necessary second language and/or accurately
18 sign and read sign language. A qualified interpreter must be able to
19 translate in linguistically appropriate mental health terminology
20 necessary to convey information such as symptoms or instructions to the
21 client in both languages
22

23 b. A fluently bilingual person, who is not trained in the provision of mental
24 health services, must complete training prior to providing services,
25 which covers terms and concepts associated with mental illness,
26
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1 psychotropic medications, and cultural beliefs and practices which may
2 influence the client's mental health condition.

3 XXIII

4 INFORMING MATERIALS

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

13 XXIV

14 CONFLICT OF INTEREST:

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

20 XXV

21 PATIENT RIGHTS:

22 CONTRACTOR shall observe patient rights as provided in the WIC Section 5600 et
23 seq., 5608 et seq., and Government Code Section 26227 et seq., 5325 and Title 9 and Title 22,
24 Division 4.5 of the California Code of Regulations (CCR's). Patient Rights information is
25 available on the COUNTY Department of Mental Health website. COUNTY Patients' Rights
26 information is available on the COUNTY Department of Mental Health website. COUNTY Patients' Rights
27 information is available on the COUNTY Department of Mental Health website. COUNTY Patients' Rights
28

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

3 XXVI

4 FAIR HEARING:

5 State and Federal law guarantees beneficiaries a right to a Fair Hearing if services are
6 being denied, terminated, or reduced. CONTRACTOR shall comply with the process
7 established and indicated in the Riverside County Mental Health Plan Provider Manual.

8 XXVII

9 WAIVER OF PERFORMANCE:

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

13 XXVIII

14 FEDERAL AND STATE STATUTES:

15 CONTRACTOR shall adhere to Title XIX of the Social Security Act and comply with
16 all other applicable Federal and State statutes and regulations, including but not limited to
17 laws and regulations listed in Exhibit B.

18 XXIX

19 DRUG-FREE WORKPLACE CERTIFICATION:

20 By signing this Agreement, the CONTRACTOR hereby certifies under penalty of
21 perjury under the laws of the State of California that the CONTRACTOR will comply with
22 the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et
23 seq.) and will provide a drug-free workplace doing all of the following:
24
25
26
27
28

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

5 B. Establish a Drug-Free Awareness Program as required by Government Code Section
6 8355 (a) to inform employees about all of the following:
7

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

12 C. Provide as required by Government Code Section 8355 (a) that every employee who
13 works on the Agreement:
14

- 15 1. Will receive a copy of the CONTRACTOR'S drug-free policy statement, and
- 16 2. Will agree to abide by the terms of the CONTRACTOR'S statement as a
17 condition of employment on the Agreement.
18

19 D. Failure to comply with these requirements may result in suspension of payments under
20 the Agreement or termination of the Agreement or both and the CONTRACTOR may
21 be ineligible for award of future State contracts if the COUNTY determines that any of
22 the following has occurred:
23

- 24 1. The CONTRACTOR has made a false certification or,
- 25 2. Violates the certification by failing to carry out the requirements as noted above.
26
27
28

XXX

TERMINATION PROVISIONS:

- A. Either party may terminate this Agreement without cause, upon thirty (30) days written notice served upon the other party.
- B. Notify client in writing about Agreement termination, within fifteen (15) days after submitting termination notice to COUNTY.
- C. The COUNTY may terminate this Agreement upon thirty (30) days written notice served upon the CONTRACTOR if sufficient funds are not available for continuation of services.
- D. The COUNTY reserves the right, to terminate the Agreement without warning at the discretion of the Director or designee, when CONTRACTOR has been accused and/or found to be in violation of any County, State, or Federal laws and regulations.
- E. The COUNTY may terminate this Agreement with (30) days written notice due to a change in status, or delegation, assignment or alteration of the Agreement.
- F. The COUNTY may terminate this Agreement immediately if, in the opinion of the Director of Mental Health, CONTRACTOR fails to provide for the health and safety of patients served under this Agreement. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper to the COUNTY.
- G. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY may take one or more of the following actions as appropriate:
 - a. Temporarily withhold payments pending correction of the deficiency.
 - b. Disallow (that is deny funds) for all or part of the cost or activity not in compliance.

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

4 H. After receipt of the Notice of Termination, pursuant to Paragraphs A, B, C, D, E or F
5 above, or the CONTRACTOR is notified that the Agreement will not be extended
6 beyond the termination date as specified in Section II, PERIOD OF PERFORMANCE.
7

8 1. CONTRACTOR shall:

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

4 f. Transfer to COUNTY and deliver in the manner, at the times, and to the extent,
5 if any, as directed by COUNTY, any equipment which, if the Agreement had
6 been completed, would have been required to be furnished to COUNTY; and

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

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

15 I. The CONTRACTOR shall submit a termination claim to COUNTY promptly after
16 receipt of a Notice of Termination, or on expiration of this Agreement as specified in
17 Section II, PERIOD OF PERFORMANCE, but in no event, later than sixty (60) days
18 from the effective date thereof, unless an extension, in writing, is granted by the
19 COUNTY.
20

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

8 K. The rights and remedies of COUNTY provided in this section shall not be exclusive
9 and are in addition to any other rights and remedies provided by law or under this
10 Agreement.
11

12 XXXI

13 DISPUTE:

14 In the event of a dispute between a designee of the DIRECTOR and the
15 CONTRACTOR over the execution of the terms of this Agreement and/or the quality of the
16 patient services being rendered, every attempt will be made to informally resolve the issue. If
17 an informal resolution cannot be reached, the CONTRACTOR may file a written protest as
18 specified in the PLAN. If the CONTRACTOR is dissatisfied with the response, the
19 CONTRACTOR may file successive written protests up through the Department of Mental
20 Health's administrative levels of Program Chief/Assistant Director, and (finally) DIRECTOR.
21 Each administrative level shall have twenty (20) working days to respond in writing to the
22 CONTRACTOR. The DIRECTOR'S decision shall be final.
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1 XXXII

2 SEVERABILITY:

3 If any provision of this Agreement or application thereof to any person or
4 circumstances shall be declared invalid by a court of competent jurisdiction, or is in
5 contravention of any Federal, State, or COUNTY statute, ordinance, or regulation, the
6 remaining provisions of this Agreement or the application thereof shall not be invalidated
7 thereby and shall remain in full force and effect, and to that extent the provisions of this
8 Agreement are declared severable.
9

10 XXXIII

11 VENUE:

12
13 This Agreement shall be construed and interpreted according to the laws of the State of
14 California. Any action at law or in equity brought by either of the parties hereto for the purpose
15 of enforcing a right or rights provided by this Agreement shall be tried in a court of competent
16 jurisdiction in the COUNTY OF RIVERSIDE, and the parties hereby waive all provisions of
17 law providing for a change of venue in such proceedings in any other county.
18

19 XXXIV

20 NOTICES:

21 All correspondence and notices required or contemplated by this Agreement shall be
22 delivered to the respective parties at the addresses set forth below and are deemed submitted
23 one day after their deposit in the United States mail, postage prepaid:
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any member of the Association in violation thereof to any person or persons who shall be deemed to have been in violation of the same. The Association shall be deemed to have been in violation of the same if any member of the Association shall be deemed to have been in violation of the same. The Association shall be deemed to have been in violation of the same if any member of the Association shall be deemed to have been in violation of the same.

Association and its members

This Association shall be deemed to have been in violation of the same if any member of the Association shall be deemed to have been in violation of the same. The Association shall be deemed to have been in violation of the same if any member of the Association shall be deemed to have been in violation of the same. The Association shall be deemed to have been in violation of the same if any member of the Association shall be deemed to have been in violation of the same.

All correspondence and notices required or authorized by this Agreement shall be deemed to have been received by the Association if the same is delivered to the respective member in the manner set forth herein and is deemed to have been received by the Association in the manner set forth herein.

1 CONTRACTOR:
2 LOMA LINDA UNIVERSITY
3 BEHAVIORAL MEDICINE CENTER
4 1710 BARTON RD
5 REDLANDS, CA 92373
6 ATTENTION: CONTRACT DIRECTOR

COUNTY:
COUNTY OF RIVERSIDE
DEPARTMENT OF MENTAL HEALTH
P.O. BOX 7549
RIVERSIDE, CA 92513

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EXHIBIT A

CONTRACTOR NAME: LOMA LINDA UNIVERSITY BEHAVIORAL
MEDICINE CENTER

A. SERVICES TO BE PROVIDED:

CONTRACTOR shall provide a comprehensive program of multiple levels of care including partial hospitalization, intensive outpatient and an ongoing support group specifically for the treatment of Electroconvulsive Therapy (ECT). All services, and the time spent in the rendering of the services, shall be reported to COUNTY in accordance with the Provider Manual, which will be provided to the CONTRACTOR by the COUNTY upon execution of this Agreement. As needed, CONTRACTOR will provide referrals for medication evaluations to providers identified and authorized by the COUNTY. CONTRACTOR shall adhere to Title XIX of the Social Security Act and conform to all other applicable Federal and State statutes and regulations.

SERVICE BACKGROUND:

Electroconvulsive treatment (ECT) is the safest, fastest and most effective biological treatment for certain severe mental disorders such as depression, mania (elated mood with excessive energy) and catatonia (mental withdrawal with physical immobilization). The principal client indications which warrant ECT include:

1. Severe depression or other mental disorder described above which has currently been refractory to reasonable pharmacological treatment.

1 2. Severe depression or other mental disorder as above which is recurrent and in
2 the past has been proven refractory to reasonable pharmacological treatment and
3 yet responsive to ECT.

4 COUNTY purports that it serves the most severely and chronically mentally ill. As
5 such, the COUNTY has had an increasing number of patients for whom ECT is the best
6 and/or the only treatment option, despite the increase in availability of medications for
7 serious mental illness. Therefore, the COUNTY agrees to contract with the
8 CONTRACTOR to provide ECT services as follows:

9 ECT SCOPE OF WORK:

- 10
- 11 1. ECT treatment for COUNTY clients shall consist of between nine and twelve (9-
12 12) ECT treatments or more, depending on the attending Psychiatrist's
13 recommendation, which shall be based on the patient's response to treatment.
- 14
- 15 2. Maintenance treatments are defined as the prophylactic use of ECT longer than six
16 (6) months beyond the end of the index episode. However, the COUNTY shall
17 only reimburse the CONTRACTOR for maintenance therapy if such therapy is
18 performed within the term of this Agreement.
- 19
- 20 3. COUNTY shall reimburse CONTRACTOR at a rate of \$1,100 per treatment per
21 client for ECT services to be provided solely at Loma Linda University Behavioral
22 Medicine Center. This rate includes a consult, physician services, hospital facility,
23 recovery nurse and anesthesiologist.
- 24
- 25 4. COUNTY agrees to make provisions for pre-ECT work-up and evaluation, which
26 shall include, but may not be limited to, a baseline psychiatric and cognitive status
27 examination. This examination shall include a medical history, physical
28

1 examination, psychiatric history, Mini Mental Status Examination (MMSE) and
2 Montgomery Depression Rating Scale (MDRS).

- 3 5. CONTRACTOR requires that the COUNTY supply CONTRACTOR with a
4 limited laboratory evaluation (to include an electrocardiogram, complete blood
5 count, electrolytes, TSH, HCG for women age 50 and younger, and UA) prior to
6 initiating ECT services to COUNTY client.
7
- 8 6. CONTRACTOR will administer to all ECT COUNTY clients received, a pre-
9 anesthesia consultation and other selected tests as outlined in the CONTRACTOR
10 consult, which are indicated, based on the patient's specific presentation. Prior to
11 each ECT treatment, the treating CONTRACTOR Psychiatrist will evaluate the
12 COUNTY client, and CONTRACTOR will provide a physical examination that
13 will be performed by the anesthesiologist.
14
- 15 7. CONTRACTOR shall provide a portion of the ECT treatment services in the ECT
16 suite at Loma Linda University Outpatient Surgery Center.
17
- 18 8. CONTRACTOR shall provide COUNTY client with short-acting anesthetic and
19 muscle relaxant to assure limited movement when ECT services are being
20 administered.
21
- 22 9. CONTRACTOR shall administer ECT services in the following manner to
23 COUNTY clients: Electrodes are placed on the scalp to induce seizure in client,
24 which is believed to treat depression and other mental illness.
25
- 26 10. CONTRACTOR agrees that each ECT treatment service session will take
27 approximately three (3) hours.
28

1 11. CONTRACTOR shall constantly monitor COUNTY client (pre, intra and post) as
2 ECT services are being administered. CONTRACTOR monitoring of COUNTY
3 client shall be performed by an experienced Post Anesthesia Care Unit (PACU)
4 Registered Nurse, and client shall only be discharged by a licensed medical staff
5 when fully recovered from anesthesia.
6

7 12. COUNTY and CONTRACTOR mutually agrees that upon awakening from ECT
8 treatment services, some clients may experience mild confusion. When the
9 confusion resolves, the client returns to normal cognitive functioning.
10

11 13. COUNTY shall provide or shall assist COUNTY ECT clients in arranging
12 transportation as needed. COUNTY will work with client to have a responsible
13 person drive client to and from ECT treatments, and for a responsible person to
14 stay with client for at least 24 hours after each ECT treatment is administered by
15 the CONTRACTOR.
16

17 **B. DELIVERY OF SERVICES**

18 CONTRACTOR shall establish timely appointments for services within five (5)
19 business days of the service authorization request sent by the COUNTY.
20 CONTRACTOR must notify the COUNTY in writing if CONTRACTOR is unable to
21 schedule services for the client within five (5) business days of authorization.
22

23 **C. VERIFICATION OF MEDI-CAL COVERAGE**

24 If, when, and where applicable, CONTRACTOR shall be responsible for verifying
25 Medi-Cal eligibility for all services provided to COUNTY clients under this agreement
26 herein.
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1 D. TARGET GROUP TO BE SERVED:

2 Clients who are considered to be severely and chronically mentally ill, depressed or
3 have other mental disorders including but not limited to, mania (elated mood with
4 excessive energy) and catatonia (mental withdrawal with physical immobilization),
5 which has currently been refractory to reasonable pharmacological treatment. Severe
6 depression or other mental disorders, which are recurrent and in the past have been
7 proven refractory to reasonable pharmacological treatment and yet responsive to ECT
8 shall be considered for treatment.
9

10 F. REFERRALS:

11 All services provided under this Agreement shall be authorized by the COUNTY and
12 be limited to persons referred by COUNTY. Exceptions to this requirement may be
13 authorized by COUNTY'S Contract Monitor and CONTRACTOR by written mutual
14 agreement subject to the final approval of the DIRECTOR.
15

16 G. ADMISSION POLICIES:

17 CONTRACTOR certifies that its admission policies are in writing and made available
18 to the public in accordance with Section 526, Title 9 of the California Code of
19 Regulations.
20

21 H. ASSESSMENT:

22 From time to time, the COUNTY may require that a client be reassessed by a second
23 provider to ensure appropriate treatment planning and outcome. Upon request of
24 COUNTY, the CONTRACTOR will cooperate with facilitating their client's referral
25 for reassessment.
26

27 I. STAFFING:

28 CONTRACTOR certifies that all personnel are qualified; hold appropriate licenses in

1 accordance with Welfare and Institutions Code Section 5600.2 and all other applicable
2 requirements of Code, and State policy letters. During the term of this Agreement,
3 CONTRACTOR shall have available and shall provide upon request to authorized
4 representatives of COUNTY a list of persons by title, professional degree and
5 experience who are providing services hereunder. Credentialing or proof of
6 credentialing will be required from the CONTRACTOR for all clinicians of a Group
7 Provider or Organizational Provider. A copy of each clinician's credentialing will be
8 sent to the COUNTY before services are rendered. The number and classification of
9 personnel at CONTRACTOR'S site of service shall reflect the understandings reached
10 during the negotiation of this agreement and reasonable workload standards.

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13 **J. MEETINGS:**

14 CONTRACTOR and COUNTY'S Contract Monitor shall meet at least once a year to
15 review and discuss the performance and obligations under this Agreement of each party
16 thereto. The COUNTY Contract Monitor shall be responsible for preparing and
17 submitting to CONTRACTOR a written report of each meeting no later than ten (10)
18 working days after the meeting date. The report shall include, but not be limited to, the
19 identification of issues, actions taken or to be taken, and any recommendations for
20 programmatic or fiscal changes.

21
22 **K. PROGRAM MONITORING:**

23 The Department of Mental Health will utilize the "Program Monitoring Team Manual"
24 (PMT) as a tool to monitor the services provided by this CONTRACTOR as stipulated
25 in the Agreement. The monitoring will include all clinical, fiscal, and administrative
26 components, including compliance with COUNTY'S "Medication Guidelines" and
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“Psychotropic Medication Protocols for Children and Adolescents” publications.
CONTRACTOR shall respond to COUNTY contact, including phone calls, letters or
other forms of communication, within two (2) business days.

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FY 14/15 RC/JB

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)

Riverside County Mental Health Plan

Riverside County Mental Health Plan Provider Manual

Adult System of Care

California Welfare and Institutions Code Sections 5689 et seq.

Case Management/Service Regulations

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

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

Welfare and Institutions Code 17608.05 (Maintenance of Effort)

42 Code of Federal Regulations 438.608 (Program Integrity Requirements)

California Welfare & Institutions Code Sections 5600.4 and 5699.4 Charges and Billing (Financial Regulations)

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

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

Government Code 8546.7 (Audits)

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

2 Centers for Medicare and Medicaid Services Manual

3 Child Abuse Reporting/Child Support

4 California Penal Code Sections 11164 – 11174.4 et seq.

5 Family Code, Section 5200 (Child Support)

6 Children System of Care

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

8 Community Care Facilities

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

11 Community Residential Treatment Program

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

14 California Welfare & Institutions Code Section 5670 et seq.

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

16 Confidentiality

17 California Welfare & Institutions Code Section 5328

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

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

21 Elderly and Dependent Adult Abuse Reporting

22 California Welfare & Institutions Code Sections 15600 et seq.

23 Health Care Facilities

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

3 Homeless Mentally Disabled

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

5 California Welfare & Institutions Code Section 5680 et seq.

6 Life Support

7 California Welfare & Institutions Code Section 4075 to 4078

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

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

10 Medication Protocol

11 Riverside County Mental Health “Psychotropic Medication Protocols for Children and
12 Adolescents” Publication

13 Riverside County Mental Health “Medication Guidelines” Publication

14 Minors in Health Care Facilities

15 California Welfare & Institutions Code Section 5751.7

16 Negotiated Net Amount and Negotiated Net Agreements

17 California Welfare and Institutions Code Sections 5705 and 5716

18 Non Discrimination

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

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

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

22 Section 504 of the Rehabilitation Act of 1973 (Non-Discrimination)

23 Patients Rights

24 California Welfare & Institutions Code Sections 5325 et seq.

25 California Code of Regulations, Title 22, Section 70707

1 Policies

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

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

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

6 County and Departmental policies, as applicable to this Agreement

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

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

9 CRF, Title 42, Section 438.608 Program integrity requirements

10 Quality Assurance

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

12 Short-Doyle/Medi-Cal

13 California Code of Regulations, Title 22, Division 3

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

16 Social Rehabilitation Programs

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

18 Special Education Pupils (AB 3632)

19 California Welfare & Institutions Code Section 18350 et seq.

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

21 Voter Registration

22 National Voter Registration Act of 1993

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28 Rev. 4/8/14 JB

EXHIBIT C
REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: Loma Linda University Behavioral Medicine Center
PROGRAM NAME: ECT Services

A. REIMBURSEMENT:

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

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

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

2. CONTRACTOR'S 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:

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

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

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

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

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

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

B. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for FY 2014/2015 shall be \$105,600 subject to availability of applicable Federal, State, local and/or COUNTY funds.

C. BUDGET:

Schedule I presents (for budgetary and planning purposes only) the budget details pursuant to this Agreement. Where applicable, Schedule I contains department identification number (Dept. ID), Program Code, billable and non-billable mode(s) and

1 service function(s), units, expected revenues, maximum obligation and source of
2 funding pursuant to this Agreement.

3 D. MEDI-CAL (M/C):

- 4 1. With respect to services provided to Medi-Cal beneficiaries, CONTRACTOR
5 shall comply with applicable Medi-Cal cost containment principles where
6 reimbursement is based on actual allowable cost, or Drug Medi-Cal Rate or
7 customary charges (published rate), whichever rate is lower, as specified in Title
8 19 of the Social Security Act, Title 22 of the California Code of Regulations and
9 applicable policy letters issued by the State.
10 2. RCMAR is composed of Local Matching Funds and Federal Financial
11 Participation (FFP).

12 E. REVENUES:

13 As applicable:

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

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

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

9 **F. REALLOCATION OF FUNDS:**

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

G. RECOGNITION OF FINANCIAL SUPPORT:

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

4 H. PAYMENT:

- 5 1. Monthly reimbursements may be withheld at the discretion of the Director or its
6 designee due to material Agreement non-compliance, including audit
7 disallowances, invoice(s), or Agreement overpayment, and/or adjustments or
8 disallowances resulting from the COUNTY Contract Monitoring Team Review
9 (CMT), COUNTY Program Monitoring, Federal or State Audit, and/or the Cost
10 Report Reconciliation/Settlement process.
- 11 2. In addition, if the COUNTY determines that there is any portion (or all) of the
12 CONTRACTOR invoice(s) that cannot be substantiated, verified or proven to
13 be valid in any way for any fiscal year, then the COUNTY reserves the right to
14 disallow and/or withhold current and/or future payments from CONTRACTOR
15 until valid, substantial proof of any and/or all items billed for is received,
16 verified and approved by the COUNTY.
- 17 3. In addition to the annual CMT, Program Monitoring, and Cost Report
18 Reconciliation/Settlement processes, the COUNTY reserves the right to
19 periodic system service reviews and subsequent deletes and denial monitoring
20 for this Agreement throughout the fiscal year in order to minimize and prevent
21 COUNTY and CONTRACTOR loss and/or inaccurate billing and/or reports.
22 The COUNTY, at its discretion, may withhold and/or offset invoices and/or
23 monthly reimbursements to CONTRACTOR, at any time without prior
24 notification to CONTRACTOR, for service deletes and denials that may occur
25 in association with this Agreement. COUNTY shall notify CONTRACTOR of
26 any such instances of services deletes and denials and subsequent withholds
27 and/or reductions to CONTRACTOR invoices or monthly reimbursements.
- 28 4. Notwithstanding the provisions of Paragraph H-1 and H-2 above,
CONTRACTOR shall be paid in arrears based upon either the actual units of
service provided.

1 5. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will be
2 paid by the COUNTY thirty (30) calendar days after the date the invoice is
3 received.

4 I. COST REPORT:

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

10 NA Thirty (30) calendar days following the end of each fiscal year (June
11 30th), or the expiration or termination of the Agreement, whichever
12 occurs first.

13 NA Forty-five (45) calendar days following the end of each fiscal year
14 (June 30th), or the expiration or termination of the Agreement,
15 whichever occurs first.

16 X Seventy-Five (75) calendar days following the end of each fiscal year
17 (June 30th), or the expiration or termination of the Agreement,
18 whichever occurs first.

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

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

24 4. It is mandatory that the CONTRACTOR send one representative to the cost
25 report training annually that is held by COUNTY that covers the preparation of
26 the year-end Cost Report. The COUNTY will notify CONTRACTOR of the
27 date(s) and time(s) of the training. Attendance at the training is mandatory
28 annually in order to ensure that the Cost Reports are completed appropriately.
Failure to attend this training will result in delay of any reimbursements to the
CONTRACTOR.

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

24 J. BANKRUPTCY:

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

K. AUDITS:

1. CONTRACTOR agrees that any duly authorized representative of the Federal Government, the State or COUNTY shall have the right to audit, inspect, excerpt, copy or transcribe any pertinent records and documentation relating to this Agreement or previous Agreements in previous years.
2. If this Agreement is terminated in accordance with Section XXX, TERMINATION PROVISIONS, the COUNTY, Federal and/or State governments may conduct a final audit of the CONTRACTOR. Final reimbursement to CONTRACTOR by COUNTY shall not be made until all audit results are known and all accounts are reconciled. If applicable, revenue collected by CONTRACTOR during this period for services provided under the terms of this Agreement will be regarded as revenue received and deducted as such from the final reimbursement claim.
3. Any audit exception resulting from an audit conducted by any duly authorized representative of the Federal Government, the State or COUNTY shall be the sole responsibility of the CONTRACTOR. Any audit disallowance adjustments shall be paid in full upon demand or withheld at the discretion of the Director of Mental Health against amounts due under this Agreement or Agreement(s) in subsequent years.
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 site visit. If and when necessary, a corrective Action Plan will be submitted by CONTRACTOR within thirty (30) calendar days of receipt of the report. CONTRACTOR'S failure to respond within thirty (30) calendar days will result in withholding of payment until the corrective plan of action is received. CONTRACTOR'S response shall identify time frames for implementing the corrective action. Failure to provide adequate response or documentation for this or subsequent year's Agreements may result in Agreement payment withholding and/or a disallowance to be paid in full upon demand.

Rev. 14/15 MS/JB

**FY 2014/15 SCHEDULE I
MENTAL HEALTH**

**CONTRACTOR NAME: Loma Linda University Behavioral Medicine Center
PROGRAM NAME: MANAGED CARE
MONTHLY REIMBURSEMENT: NEGOTIATED RATE
YEAR END SETTLEMENT: NEGOTIATED RATE**

PROCEDURE CODES:	90870		
UNIT MEASUREMENT:	TREATMENTS	TREATMENTS	
NUMBER OF UNITS:	96	0	
COST PER UNIT:	\$1,100.00	\$0.00	
GROSS COST:	\$105,600	\$0	\$105,600
LESS REVENUES COLLECTED BY CONTRACTORS:			
A. PATIENT FEES	\$0	\$0	\$0
B. OTHER	\$0	\$0	\$0
TOTAL CONTRACTOR REVENUES	\$0	\$0	\$0
MAXIMUM OBLIGATION	\$105,600	\$0	\$105,600
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:			
A: MEDI/CAL FFP	\$52,800	\$0	\$52,800
B: FEDERAL FUNDS	\$0	\$0	\$0
C: REALIGNMENT FUNDS	\$0	\$0	\$0
D: STATE FUNDS	\$52,800	\$0	\$52,800
E: COUNTY FUNDS	\$0	\$0	\$0
F: OTHER:	\$0	\$0	\$0
TOTAL (ALL FUNDING SOURCES)	\$105,600	\$0	\$105,600

FUNDING SOURCES DOCUMENT: _____

ADMIN SVCS ANALYST SIGNATURE: *Mark* Date: 4-10-14

FISCAL SERVICES SIGNATURE: *Patti Crisley* Date: 4/14/2014

PREPARED BY: Jeanette Bates Date: 4-10-14