

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 9/25/14

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

127



FROM: Department of Mental Health

SUBMITTAL DATE:
 September 22, 2014

SUBJECT: Approval of the FY 14/15 In-State Children's Program Mental Health Services Agreements with Olive Crest and Oak Grove. (District: All) [\$3,100,000 Annually] State and Federal

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the one year Agreements with Olive Crest Wraparound and Medi-Cal and Oak Grove Wraparound as listed in Attachment A in the amount of \$3,100,000;
2. Authorize the Chairman of the Board to sign the Agreements with Olive Crest and Oak Grove for Mental Health Wraparound and Medi-Cal services;
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 to increase or decrease the Agreements listed in the updated Attachment A, while staying within the Board approved aggregate amount of \$18,637,975 based upon the availability of funding, and sign amendments that do not change the substantive terms of the Agreements, including amendments to the compensation provision that do not exceed the annual CPI rates through June 30, 2015; and
4. Exempt the County Purchasing Agent from the sole source requirement when adding new vendors not to exceed \$100,000 without securing competitive bids in accordance with Ordinance 459 while staying within the Board approved aggregate amount of \$18,637,975.

(Continued on page 2)

JW:FH

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 | \$ 3,100,000 | \$ | \$ 3,100,000 | \$ | Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/> |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 | |

SOURCE OF FUNDS: 50% Federal and 50% State
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 Stone, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: Jeffries
 Date: October 7, 2014
 xc: Mental Health, Purchasing

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

Prev. Agn. Ref.: 3-34 07/29/2014 | **District:** All | **Agenda Number:**

3-21

Positions Added
 Change Order
 A-30
 4/5 Vote

Purchasing: *[Signature]*
 Mark Seller, Assistant Director

Departmental Concurrence

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

FORM 11: Approval of the FY 14/15 In-State Children's Program Mental Health Services Agreements with Olive Crest and Oak Grove. (District: All) \$3,100,000 Annually] State and Federal

DATE: September 22, 2014

PAGE: Page 2 of 2

BACKGROUND:

Summary

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

On July 29, 2014, (3-34), the Board of Supervisors approved the Department of Mental Health's combined aggregate for FY 14/15 In-State Children's Program Mental Health Services Agreements. The combined aggregate amount approved was \$18,637,975 which included a reserve of \$3,100,000. DMH has now finalized Agreements with Olive Crest and Oak Grove to utilize that reserve to provide additional Wraparound and Medi-Cal services.

Wraparound services are intensive in-home services presented to children and their families in a team approach to serve children that are in out-of-home placements, or at risk of out-of-home placements. The goal of Wraparound is to provide a family-centered, strength based, needs-driven planning process for creating individualized services and support for children and their families, and reduce out-of-home placements. Wraparound Services can only be provided where the child and family are willing to actively engage in intensive in-home services.

DMH is also expanding the delivery of Medi-Cal services. Due to the settlement agreement of a lawsuit known as "Katie A," California counties are now required to provide mental health services to an increased population of children under the age of 18 and their families, who are either in foster care or at imminent risk of entering the child welfare system.

Agreements with Olive Crest and Oak Grove to provide additional Wraparound and Katie A services have recently been finalized. Therefore, the DMH is requesting that the Board of Supervisors approve and authorize the Chairman of the Board to execute the one year Agreements with Olive Crest and Oak Grove through June 30, 2015 as outlined herein, and include these Agreements as a part of the \$18,637,975 In-State Children's Program Mental Health Services Agreements aggregate that was previously Board approved.

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.

Additional Fiscal Information

The Department of Mental Health uses negotiated rates that are based on previous cost settlements. These rates cannot exceed the County Maximum Allowed. These rates are established for each In-State Children's provider.

Contract History and Price Reasonableness

Olive Crest and Oak Grove had Agreements with the department last fiscal year. These services are scheduled for re-bid in FY 15/16. The Department is requesting approval of the existing vendors in the interim to avoid interruption of services and ensure continuity of care for consumers. The rates for these vendors are consistent with last fiscal year and were negotiated based upon the predetermined Riverside County Maximum Allowable Rates as set by the State.

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 Olive Crest, hereinafter referred to as "CONTRACTOR."

PREAMBLE

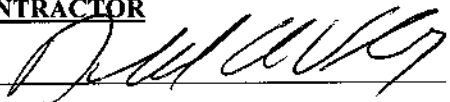
WHEREAS, the COUNTY wishes to extend to the residents of Riverside County certain mental health services contemplated and authorized by the California Welfare and Institutions Code (WIC) Section 5600 et seq., 5608 et seq., and Government Code Section 26227 et seq., California Code of Regulations, Title 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

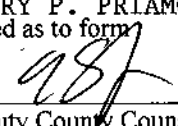
WHEREAS, these services as described in Exhibit A attached hereto, shall be provided by CONTRACTOR in accordance with the applicable laws, codes and policies contained in, but not limited to, Exhibit B attached hereto;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 1 through 56 and Exhibits A, B, C, and Schedule I attached hereto and incorporated herein, hereinafter referred to as "Agreement."


CONTRACTOR

By: 
Donald A. Verleur II, CEO
Print Name
Date: 5/28/14

COUNTY COUNSEL:

GREGORY P. PRIAMOS
Approved as to form
By: 
Deputy County Counsel

COUNTY

By: 
Jeff Stone, Chairman
Board of Supervisors
Date: OCT 07 2014

ATTEST:

KECIA HARPER, JHEM, Clerk
By: 
DEPUTY

OCT 07 2014 3-21

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EXHIBIT A

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Schedule I

I

DESCRIPTION OF SERVICES:

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

II

PERIOD OF PERFORMANCE:

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

III

REIMBURSEMENT AND USE OF FUNDS PAYMENT:

A. Reimbursement

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

B. Restrictions On Salaries

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

1 Salary schedules may be found at [redacted]. CONTRACTOR shall
2 be responsible for making sure that their organization is in full compliance with all
3 applicable Federal, State, County or local salary restrictions in conjunction with
4 performing the services herein.

5
6 **C. Union Organizing**

- 7 1. CONTRACTOR will not assist, promote, or deter union organizing by
8 employees performing work on a state service contract, including a public
9 works contract.
- 10 2. CONTRACTOR will not, for any business conducted under this Agreement,
11 use any state property to hold meetings with employees or supervisors, if the
12 purpose of such meetings is to assist, promote or deter union organizing unless
13 the state property is equally available to the general public for holding
14 meetings.
- 15 3. If the CONTRACTOR incurs costs, or makes expenditures to assist, promote,
16 or deter union organizing, CONTRACTOR will maintain records sufficient to
17 show that no reimbursement from state funds has been sought for these costs,
18 and the CONTRACTOR shall provide those records to the County and then to
19 the Attorney General upon request.
20
21

22
23 **D. Lobbying And Restrictions And Disclosures Certification**

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

- 26 1. Certification and Disclosure Requirements
27
28

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

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

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

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

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

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

18
19 (v) All disclosure forms (but no certifications) shall be forwarded from
20 tier to tier until received by the entity referred to in Paragraph 1(a)
21 of this provision. The CONTRACTOR shall forward all disclosure
22 forms to the COUNTY in order for the COUNTY to forward to
23 Program/Regional Administrator.
24

25 E. Prohibition

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

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

8 F. National Provider Identifier (NPI)

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

25 IV

26 PROGRAM SUPERVISION, MONITORING AND REVIEW:
27
28

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

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

- 10
11 1. In exercising the right to review or monitor CONTRACTOR's administrative,
12 clinical, fiscal, and program components, staff and facility(ies), the COUNTY
13 shall enforce applicable Agreement provisions and COUNTY policies with regards
14 to threats and violent behavior or harassment in the workplace concerning its
15 employees.
- 16
17 2. CONTRACTOR further agrees to authorize the COUNTY, under this Agreement,
18 to have access to all COUNTY consumers, to collaborate with treating staff, and to
19 review necessary documents to ensure that the consumer has received all necessary
20 assessments, all necessary treatment planning with measurable goals, and
21 documented progress towards goals.
- 22
23 3. CONTRACTOR agrees to allow COUNTY to collaborate with CONTRACTOR
24 personnel regarding COUNTY consumer aftercare services and continuity of care
25 with the COUNTY.
26
27
28

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

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

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

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

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

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

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

19
20 G. Notwithstanding the foregoing, the COUNTY reserves the right, at any time and
21 without a thirty (30) day written notice, to disallow or withhold CONTRACTOR
22 funding if and when deemed necessary for material non-compliance as it pertains to
23 any provision of this Agreement.
24

25 V

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

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

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

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

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

4 F. CONTRACTOR shall maintain on file at all times, and as deemed applicable and
5 appropriate for CONTRACTOR, the following, but not limited to, organization status
6 related documentation:
7

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

15
16 VI

17 ADMINISTRATIVE CHANGE IN STATUS:

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

- 22 1. A change in status is defined as, but is not limited to, a name change not
23 amounting to a change of ownership, moving a facility's service location within
24 the same region, closing a facility with services being offered in another already
25 existing contracted facility, or change in services offered without an increase to
26 the Agreement maximum. Other changes to the Agreement may result in a more
27
28

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

- 3 2. CONTRACTOR is responsible for providing to the COUNTY, annually, at the
4 beginning of each fiscal year and upon execution of the CONTRACTOR'S
5 Agreement, emergency and/or after hour contact information for the
6 CONTRACTOR'S organization. CONTRACTOR'S emergency and/or after
7 hour contact information shall include, but is not limited to, first and last name of
8 emergency and/or after hour contact, telephone number, cellular phone number,
9 and applicable address(s). CONTRACTOR shall provide this information to the
10 COUNTY at the same time the CONTRACTOR provides the COUNTY with
11 annual insurance renewals and/or changes to insurance coverage.
12
13 3. CONTRACTOR shall be responsible for updating this information, immediately
14 and in writing, when changes in CONTRACTOR'S emergency and/or after hour
15 contact information occurs during the fiscal year or prior to the end of the fiscal
16 year. Written CONTRACTOR'S updates of this information shall be provided
17 to the COUNTY in accordance with Section XXXI, NOTICES, of this
18 Agreement.
19
20 4. If there are any CONTRACTOR administrative changes, such as signatory
21 authority, management, site addresses, business locations, remittance addresses,
22 tax identification numbers, business ownership, etc., a letter, on
23 CONTRACTOR's letterhead and signed by the CONTRACTOR's Chairman of
24 the Board or President or Chief Executive Officer, or its designee, and/or a copy
25
26
27
28

1 of CONTRACTOR's Board minutes authorizing the change(s), the appropriate
2 documentation must be submitted to COUNTY within two weeks of the change.

3 VII

4 DELEGATION AND ASSIGNMENT:

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

24 VIII

25 ALTERATION:

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

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

3 IX

4 LICENSES:

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

19 X

20 INDEMNIFICATION:

21 CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special
22 Districts, and Departments of the County of Riverside, their respective directors, officers,
23 Board of Supervisors, employees, agents, elected and appointed officials and representatives
24 from any liability whatsoever, based or asserted upon services of CONTRACTOR, its agents,
25 employees, or subcontractors, arising out of or in anyway relating to this Agreement, for
26 property damage, bodily injury, or death or any other element of damage of any kind or
27
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1 nature resulting from any acts or failure to act or omission on the part of the
2 CONTRACTOR, its directors, officers, agents, employees or subcontractors hereunder, and
3 CONTRACTOR shall defend, at its sole expense, including but not limited to attorney fees,
4 all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their
5 respective directors, officers, Board of Supervisors, employees, agents, elected and appointed
6 officials and representatives in any legal claim or action based upon such alleged acts, failure
7 to act or omissions.
8

9 XI

10 INSURANCE:

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

19 A. Workers' Compensation

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

1 B. Commercial General Liability

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

10 C. Fidelity Bond

11 CONTRACTOR agrees to a Fidelity Bond or Crime Insurance policy equal to the
12 maximum Agreement amount. Such coverage shall protect against all loss of money,
13 securities, or other valuable property entrusted by COUNTY to CONTRACTOR and
14 apply to all of CONTRACTOR'S directors, officers, agents and employees who regularly
15 handle or have responsibility for such money, securities or property. The COUNTY and
16 its Agents shall be named as a Loss Payee as its interests may appear. This insurance
17 shall include third party fidelity coverage, include coverage for loss due to theft,
18 mysterious disappearance, and computer fraud/theft, and shall not contain a requirement
19 for an arrest and/or conviction.
20
21

22 D. Vehicle Liability

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

3 D. Professional Liability

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

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

1 attachments thereto evidencing coverage and the insurance required herein is in full
2 force and effect. Individual(s) authorized by the insurance carrier to do so on its
3 behalf shall sign the original endorsements for each policy and the Certificate of
4 Insurance. Certificates of insurance and certified original copies of Endorsements
5 effecting coverage as required herein shall be delivered to Riverside County Mental
6 Health Department, P.O. Box 7549, Riverside, CA 92513-7549, Contracts Division.
7 CONTRACTOR shall not commence operations until the County of Riverside has
8 been furnished original Certificate(s) of Insurance and certified original copies of
9 endorsements or policies of insurance, including all endorsements and any and all
10 other attachments as required in this Section.
11

- 12
- 13 4. It is understood and agreed by the parties hereto and the CONTRACTOR'S
14 insurance company(s), that the Certificate(s) of Insurance and policies shall so
15 covenant and shall be construed as primary insurance, and the COUNTY'S
16 insurance and/or deductibles and/or self-insured retentions or self-insured programs
17 shall not be construed as contributory.
18
- 19 5. CONTRACTOR shall pass down the insurance obligations contained herein to all
20 tiers of subcontractors working under this Agreement.
21
- 22 6. Failure by CONTRACTOR to procure and maintain the required insurance shall
23 constitute a material breach of the Agreement upon which COUNTY may
24 immediately terminate or suspend this Agreement.
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26 XII

27 LIMITATION OF COUNTY LIABILITY:

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1 Notwithstanding any other provision of this Agreement, the liability of COUNTY
2 shall not exceed the amount of funds appropriated in the support of this Agreement by the
3 California Legislature.

4 XIII

5 WARRANTY AGAINST CONTINGENT FEES:

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7 CONTRACTOR warrants that no person or selling agency has been employed or
8 retained to solicit or secure this Agreement upon any agreement or understanding for any
9 commission, percentage, brokerage, or contingent fee, excepting bona fide employees or
10 bona fide established commercial or selling agencies maintained by CONTRACTOR for
11 the purpose of securing business. For CONTRACTOR'S breach or violation of this
12 warranty, COUNTY may, at its sole discretion, deduct from the Agreement price of
13 consideration, or otherwise recover, the full amount of such commission, percentage,
14 brokerage, or contingent fee.
15

16 XIV

17 NONDISCRIMINATION:

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19 A. Employment

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

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

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23 B. Services, Benefits, and Facilities

- 24 1. CONTRACTOR certifies that CONTRACTOR and any or all of its
25 Subcontractors shall not unlawfully discriminate in the provision of services
26 because of race, color, creed, national origin, sex, age, or physical, sensory,
27 cognitive, or mental disability as provided by state and federal law and in
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1 accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)];
2 Age Discrimination Act of 1975 (42 USC 6101); Section 504 of the
3 Rehabilitation Act of 1973 (29 USC 794) (as amended); Education
4 Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990
5 (42 USC 12101); Title 45, CFR, Part 84; provisions of the Fair Employment
6 and Housing Act (Government Code Section 12900 et. Seq.) and regulations
7 promulgated hereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division
8 3, Article 9.5 of the Government Code commencing with Section 11135; and
9 Chapter 6 of Division 4 of Title 9 of the CCR, commencing with Section
10 10800.

- 11
12
13 2. For the purpose of this Agreement, discrimination on the basis of race, color,
14 creed, national origin, sex age, or physical, sensory, cognitive, or mental
15 disability includes, but is not limited to, the following: denying an otherwise
16 eligible individual any service or providing benefit which is different, or is
17 provided in a different manner or at a different time, from that provided to
18 others under this Agreement; subjecting any otherwise eligible individual to
19 segregation or separate treatment in any matter related to the receipt of any
20 services; restricting an otherwise eligible individual in any way in the
21 enjoyment of any advantages or privilege enjoyed by others receiving any
22 services or benefit; and/or treating any individual differently from others in
23 determining whether such individual satisfied any admission, enrollment,
24 eligibility, membership, or other requirement or condition which individuals
25 must meet in order to be provided any service or benefit.
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3. CONTRACTOR shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from CONTRACTOR of a complaint with respect to any alleged discrimination in the provision of services by CONTRACTOR'S personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with CONTRACTOR'S resolution of the matter, shall be referred by CONTRACTOR to the DIRECTOR, or his authorized designee, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with COUNTY'S resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the California Department of Health Care Services. CONTRACTOR will maintain a written log of complaints for a period of seven (7) years.
 4. CONTRACTOR will maintain a safe facility in accordance with Title 9, Division 1 of the California Code of Regulations. CONTRACTOR will store and dispense medications in compliance with all applicable State and Federal laws and regulations and COUNTY'S "Medication Guidelines," available from the COUNTY Quality Improvement- Outpatient Division.
 5. A completed ADA /504 Self-Evaluation (Access to Services) Plan, including a Checklist for Accessibility must be submitted as a part of the application process requirement for contracting.

- 1 6. CONTRACTORS that relocate must find space that is accessible.
2 CONTRACTORS that renovate their existing space must meet accessibility
3 standards in order to maintain funding, certification or licensure.
4
5 7. CONTRACTORS that are not currently accessible to people with disabilities
6 must have a written and posted referral policy and plan developed in
7 conjunction with the county mental health program administration and
8 consumers must be provided with a copy of this policy.
9
10 8. Existing facilities must provide a current written ADA/504 (Access to
11 Services) Plan to the County at each renewal, including a current Disability
12 Admission and Referral Policy developed in conjunction with the County
13 Mental Health Administration.

14 XV

15 PERSONS WITH DISABILITIES:

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

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

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

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

16 1. Events reported shall include:

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

25 2. Information provided shall include the following:

- 26 a. Residents' name, age, sex, and date of admission
- 27 b. Date, time and nature of the event
- 28 c. Attending physician's name, findings and treatment, if any.

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

3 (i) The organizational changes specified in Section 10531(a) of this
4 subchapter

5 (ii) Any change in the licensee's or applicant's mailing address

6 (iii) Any change of the administrator of the facility. Such notification shall
7 include the new administrator's name, address and qualifications.
8

9 D. CONTRACTOR must adhere to all applicable Federal, State and County reporting
10 requirements as mandated. The COUNTY shall provide necessary instructions and
11 direction to CONTRACTOR regarding COUNTY policies and procedures for meeting
12 requirements.
13

14 E. CONTRACTOR shall report client and staff data about the CONTRACTOR's program
15 and services as required by the DIRECTOR, or its authorized designee, or by the State,
16 regarding the CONTRACTOR's activities as they affect the duties, roles,
17 responsibilities, and purposes contained in this Agreement, and as may be specifically
18 referenced in Exhibit A. COUNTY shall provide CONTRACTOR with at least thirty
19 (30) days prior written notice of any additional, required reports in this matter.
20 COUNTY shall provide instructions on the reporting requirements as required herein.
21

22 F. As Mental Health and/or Substance Abuse service providers and funding recipients,
23 under the State Charitable Choice requirements, CONTRACTOR must adhere to the
24 following:
25

26 1. Ensure that CONTRACTOR provides notice to all its clients of their right to
27 alternative services if, when and where applicable;
28

- 1 2. Ensure that CONTRACTOR refers clients to alternative services if, when and
2 where applicable; and
- 3 3. Fund and/or provide alternative service if, when and where applicable.
4 Alternative services are services determined by the State to be accessible,
5 comparable, and provided within a reasonable period of time from another Mental
6 Health and/or Substance Abuse provider (or alternative provider if, when and
7 where applicable) to which the client has no objection.
8

9 XVII

10 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

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

20 CONFIDENTIALITY:

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

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

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

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

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

3 E. Notification of Electronic Breach or Improper Disclosure

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

19 Attention: Mental Health Compliance Officer

20 Riverside County Department of Mental Health

21 P.O. Box 7549

22 Riverside, CA 92513
23

24 If the security breach requires notification under Civil Code section 1789.82,
25 CONTRACTOR agrees to assist the COUNTY in any way, in any action pertaining
26 to such unauthorized disclosure required by applicable, Federal, State and/or County
27 laws and regulations.
28

1 F. Safeguards

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

16 G. The CONTRACTOR shall implement strong access controls and other security
17 safeguards and precautions as noted in the following to restrict logical and physical
18 access to confidential, personal (e.g. PHI) or sensitive data to authorized users only.
19 The CONTRACTOR shall enforce the following administrative and technical
20 password controls on all systems used to process or store confidential, personal, or
21 sensitive data:
22

23 1. Passwords must not be:

- 24 a. Shared or written down where they are accessible or recognizable by anyone
25 else, such as taped to computer screens, stored under keyboards, or visible
26 in a work area;
27
28

1 b. A dictionary word; and

2 c. Stored in clear text

3 2. Passwords must be:

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

5 b. Changed every 90 days

6 c. Changed immediately if revealed or compromised

7 d. Composed of characteristics from at least three of the following four groups

8 from the standard keyboard:

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

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

11 (iii) Arabic numerals (0 through 9); and

12 (iv) Non-alphanumeric characters (punctuation symbols)

13
14
15 H. The CONTRACTOR shall implement the following security controls on each
16 workstation or portable computing device (e.g., laptop computer) containing
17 confidential, personal, or sensitive data:

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

19 2. Continuously updated anti-virus software; and

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

22
23
24 I. The CONTRACTOR shall utilize a commercial encryption solution that has
25 received FIPS 140 -2 validation to encrypt all confidential, personal, or sensitive
26 data stored on portable electronic media (including, but not limited to, CDs and
27 thumb drives) and on portable computing devices (including, but not limited to,
28

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

6
7 1. Mitigation of Harmful Effects

8 The CONTRACTOR shall mitigate, to the extent practicable, any harmful effect
9 that is known to CONTRACTOR of a use or disclosure of PHI by
10 CONTRACTOR or its subcontractors in violation of the requirements of these
11 Provisions.

12
13 2. Employee Training and Discipline

14 The CONTRACTOR shall train and use reasonable measures to ensure
15 compliance with the requirements of these Provisions by employees who assist
16 in the performance of functions or activities on behalf of COUNTY under this
17 Agreement and use or disclose PHI; and discipline such employees who
18 intentionally violate any of these Provisions, including termination of
19 employment.
20

21 3. Disclaimer

22 COUNTY makes no warranty or representation that compliance by
23 CONTRACTOR with these Provisions, HIPAA or HIPAA regulations will be
24 adequate or satisfactory for CONTRACTOR's own purposes or that any
25 information in CONTRACTOR's possession or control, or transmitted or
26 received by CONTRACTOR, is or will be secure from unauthorized use or
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1 disclosure. CONTRACTOR is solely responsible for all decisions made by
2 CONTRACTOR regarding the safeguarding of PHI.

3 4. Interpretation

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

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

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

22 XIX

23 RECORDS/INFORMATION AND RECORD RETENTION:

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

11 **A. Medical Records**

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

22 **B. Financial Records**

23
24 CONTRACTOR shall maintain complete financial records that clearly reflect the cost
25 of each type of service for which payment is claimed. Any apportionment of costs
26 shall be made in accordance with generally accepted accounting principles and shall
27 evidence proper audit trails reflecting the true cost of the services rendered.
28

1 Allowable costs shall be those costs defined in Centers for Medicare and Medicaid
2 Services Manual (CMS 15-1). Statistical data shall be kept and reports made as
3 required by the DIRECTOR, or his designee, and the State of California. All such
4 records shall be available for inspection by the designated auditors of COUNTY or
5 State at reasonable times during normal business hours.

6
7 C. Financial Record Retention

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

11
12 D. Patient/Client Record Retention

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

18
19 E. Shared Records/Information

20 CONTRACTOR and COUNTY shall maintain a reciprocal shared record and
21 information policy, which allows for sharing of client records and information
22 between CONTRACTOR and COUNTY. Either COUNTY or CONTRACTOR
23 shall not release these client records or information to a third party without a valid
24 authorization.
25

26 F. Client Records
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1 COUNTY is the owner of all patient care/client records. In the event that the
2 Agreement is terminated, the CONTRACTOR is required to prepare and box the
3 client medical records so that they can be archived by the COUNTY, according to
4 the procedures developed by the COUNTY. The COUNTY is responsible for taking
5 possession of the records and storing them according to regulatory requirements. The
6 COUNTY is required to provide the CONTRACTOR with a copy of any medical
7 record that is requested by the CONTRACTOR, as required by regulations, at no
8 cost to the CONTRACTOR, and in a timely manner.
9

10 **G. Records Inspection**

11 All records shall be available for inspection by all applicable and designated Federal,
12 State, and COUNTY auditors during normal business hours. Records shall include,
13 but are not limited to, all physical and electronic records originated or prepared
14 pursuant to the performance under this Agreement; including, but not limited to,
15 working papers, reports, financial records or books of account, medical records,
16 prescription files, subcontracts, any and other documentation pertaining to medical
17 and non-medical services for clients. Upon request, at any time during the period of
18 this Agreement, the CONTRACTOR will furnish any such records or copies thereof,
19 to the applicable Federal, State and COUNTY auditors. CONTRACTOR shall be
20 subject to the examination and audit of the Office of the Inspector General for a
21 period of no less than five (5) years pertaining to individuals over the age of eighteen
22 (18) years of age related documentation; and no more than ten (10) years pertaining
23 to minor related documentation after final payment under Agreement.
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2 STAFFING:

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

17
18 A. During the term of this Agreement, CONTRACTOR shall maintain and shall provide
19 upon request to authorized representatives of COUNTY, the following:

- 20 1. A list of persons by name, title, and professional degree, including, but not limited
21 to, licensing, experience, credentials, Cardiopulmonary Resuscitation (CPR)
22 Training, First Aid training, languages spoken, Race/Ethnicity with an option to
23 select "Prefer Not to Say" and/or certification and experience of persons providing
24 services hereunder, and any other information deemed necessary by the
25 DIRECTOR or designee. All certifications should comply with applicable
26 California Health and Safety Code of Regulations.
27
28

- 1 2. Previously established and/or updated Personnel policies and procedures;
- 2 3. Updated personnel file for each staff member (including subcontractors, as
- 3 approved by COUNTY and volunteers) that includes at minimum the following:
- 4 a. Resume, employment application, proof of current licensure, all applicable
- 5 employment related certifications, registration;
- 6 b. List of all applicable trainings during time of employment to present;
- 7 c. Annual Job performance evaluation; and
- 8 d. Personnel action document for each change in status of the employee.
- 9

10 B. During the term of this Agreement, CONTRACTOR with fifteen (15) or more

11 employees will designate a Disability Access Coordinator. The Access Coordinator is

12 responsible for the development and implementation of the program's ADA/ 504 Self-

13 Evaluation Plan and Annual Updates.

14

15 C. CONTRACTOR shall institute and maintain an in-service training program of

16 treatment review and case conferences and/or prevention strategies as appropriate, in

17 which professional and other appropriate personnel shall participate.

18

19 D. The CONTRACTOR recognizes the importance of child and family support

20 obligations and shall fully comply with all applicable State and Federal laws relating

21 to child and family support enforcement, including, but not limited to, disclosure of

22 information and compliance with earnings assignment orders, as provided in Chapter

23 8, commencing with Section 5200, of Part 5 of Division 9 of the Family Code.

24

25 E. CONTRACTOR shall establish and disseminate written policies for all employees

26 that include detailed information about the False Claims Act and the other provisions

27 named in Section 1902(a)(68)(A). Included in these written policies shall be

28

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

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

15 G. CONTRACTOR is responsible for notifying the COUNTY of all changes to indirect
16 and direct personnel service providers that will have an impact on its Electronic
17 Management of Records (ELMR) system. These changes include, but are not
18 limited to, adding new personnel, modifying existing personnel, or terminating
19 personnel. CONTRACTOR is responsible for completing the attached Computer
20 Account Request Form (CARF)-BOILERPLATE-ATTACHMENT A, when such
21 changes occur and will have an impact on ELMR data entry or system access, and
22 shall submit, via email, the completed CARF form to its designated COUNTY
23 Program Analyst for review and approval. The COUNTY designated Program
24 Analyst will then review CARF for accuracy and will then submit CARF to the
25 COUNTY'S Information Technology (I.T.) staff for processing. The COUNTY'S
26
27
28

1 designated Program Analyst will communicate with the CONTRACTOR, via email,
2 with confirmation of submission for processing, and a COUNTY I.T. or ELMR
3 personnel will contact the CONTRACTOR direct, via telephone, to confirm receipt
4 of the CARF and provide confirmation that computer access has been granted or
5 changed as requested by the CONTRACTOR.
6

7 H. CONTRACTOR shall be responsible for checking, on a quarterly basis, the Office of
8 the Inspector General (OIG) website (www.oig.ca.gov) to validate that none
9 of CONTRACTOR'S staff are on the OIG or Medi-Cal list of excluded individuals
10 to provide direct services to COUNTY clients. CONTRACTOR shall notify, in
11 writing within thirty (30) calendar days, if and when any CONTRACTOR'S
12 personnel are found listed on this site and what action has been taken to remedy the
13 matter.
14

15 I. CONTRACTOR is responsible for ensuring that any of its staff members or personnel
16 in which they employ is licensed or certified to practice, and is in possession of a
17 valid, current license or certificate to practice or to provide mental health or other
18 required services, to COUNTY consumers. CONTRACTORS who receive Medi-Cal
19 funds are required to validate that their staff are not on either the OIG Exclusion List
20 at the website www.oig.ca.gov and the Medi-Cal List of
21 Suspended or Ineligible Providers list at www.medi-cal.ca.gov. In addition,
22 CONTRACTORS providing Medi-Cal billable services must have, and provide in
23 writing to COUNTY, pursuant to Section XXXI, NOTICES, of this Agreement, a
24 valid rendering site and/or individual provider NPI and taxonomy code that
25 corresponds with the work they are performing. Any updates or changes must be
26
27
28

1 made by the CONTRACTOR to the National Plan & Provider Enumeration System
2 (NPPES) within thirty (30) days. CONTRACTOR may establish their own
3 procedures to ensure adherence to these requirements.

4 XXI

5 CULTURAL COMPETENCY

6
7 A. CONTRACTOR shall provide services pursuant to this Agreement in a culturally
8 competent manner by recruiting, hiring, maintaining and providing staff who can
9 deliver services in the manner specified to the diverse multi-cultural population
10 served under this Agreement. CONTRACTOR shall provide multi-cultural services
11 in a language appropriate and culturally sensitive manner, in a setting accessible to
12 diverse communities. Multi-cultural diversity includes, but is not limited to,
13 ethnicity; age; sexual preference; gender and persons who are disabled.
14 CONTRACTOR shall document its efforts to provide multi-cultural services in the
15 manner specified. Documentation may include, but is not limited to the following:
16 records in personnel files attesting to efforts made in recruitment and hiring
17 practices; participation in COUNTY sponsored and other cultural competency
18 training; the availability of literature in multiple languages/formats as appropriate;
19 and identification of measures taken to enhance accessibility for, and sensitivity to,
20 persons with disabilities.
21
22

23
24 1. CONTRACTOR shall demonstrate program access; linguistically appropriate
25 and timely mental health service delivery; staff training; and organizational
26 policies and procedures related to the treatment of culturally diverse
27 populations. CONTRACTOR shall perform specific outcome studies, on-site
28

1 reviews and written reports to be made available to the COUNTY upon
2 request.

3 2. CONTRACTOR shall provide services that are non-discriminatory and that
4 meet the individual needs of the multi-cultural beneficiaries to be served.

5 CONTRACTOR shall ensure that high quality accessible mental health care
6 includes:

7
8 a. Clinical care and therapeutic interventions which are linguistically and
9 culturally appropriate; including, at a minimum, admission, discharge,
10 and medication consent forms available in Spanish.

11
12 b. Have a comprehensive management strategy to address culturally and
13 linguistically appropriate services, including strategic goals, plans,
14 policies, procedures and designated staff responsible for implementation.

15
16 c. Medically appropriate interventions, which acknowledge specific cultural
17 influences.

18
19 d. Provision and utilization of qualified interpreters within twenty-four (24)
20 hours of identified need.

21
22 e. Screening and certification of interpreters as specified in subparagraph 3
23 a below.

24
25 f. Training to mental health providers in building the cultural knowledge
26 and skill required to provide culturally appropriate treatment of client
27 population served.
28

- 1 g. Develop and implement a strategy to recruit, retain and promote
2 qualified, diverse and culturally competent administrative, clinical and
3 support staff that are trained and qualified.
4
5 h. Client related information translated into the various languages of the
6 diverse populations served.
7
8 i. Provide oral and written notices, including translated signage at key
9 points of contact, to clients in their primary language informing them of
10 their right to receive no-cost interpreter services.

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

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

23
24 b. A fluently bilingual person, who is not trained in the provision of mental
25 health services, must complete training prior to providing services, which
26 covers terms and concepts associated with mental health medications, and
27
28

1 cultural beliefs and practices which may influence the client's mental
2 health condition.

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

9
10 Riverside County Department of Mental Health Cultural Competency Program

11 P.O. Box 7549

12 Riverside, California 92513

13 Attention: Cultural Competency Manager

14 Fax: 951-358-4792

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

1 that may be available through the COUNTY to assist CONTRACTORS with
 2 meeting training requirements, though capacity will be limited: Cultural
 3 Formulation; Multicultural Knowledge; Cultural Sensitivity; Cultural
 4 Awareness; Social/Cultural Diversity; Mental Health Interpreter Training;
 5 Training Staff in the use of Mental Health Interpreters; Training in the Use of
 6 Interpreters in the Mental Health Setting. In order to attend the COUNTY
 7 offered trainings, CONTRACTOR must contact the Cultural Competency
 8 Manager at the contact information location in subparagraph 4 of paragraph A.
 9 in Section XXI, CULTURAL COMPENTENCY.
 10

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

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

15
 16
 17
 18
 19
 20 CONTRACTOR training information shall be submitted via facsimile to 951-
 21 358-4792 to the attention of the COUNTY Cultural Competency Program
 22 Manager on or before June 30 of each fiscal year.
 23

24 9. CONTRACTOR is responsible for notifying the COUNTY Cultural Competency
 25 Program Manager in writing if the June 30th deadline can not be met.
 26 CONTRACTOR will be responsible for requesting an extension from the
 27 COUNTY'S Cultural Competency Program Manager. All requests for
 28

1 extensions must be put in writing and mailed or faxed to the COUNTY'S
2 Cultural Competency Program Manager at the contact information listed herein.

3 XXII

4 INFORMING MATERIALS:

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

15 XXIII

16 CONFLICT OF INTEREST:

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

21 XXIV

22 PATIENTS' RIGHTS:

23
24 Patients' rights shall be observed by CONTRACTOR as provided in the Health and Safety
25 Code, Sections 11760 through 1184 and Title 9 and Title 22 of the California Code of
26 Regulations (CCR). COUNTY Patients' Rights Advocates will be given access to clients,
27
28

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

3 XXV

4 WAIVER OF PERFORMANCE:

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

9 XXVI

10 DRUG-FREE WORKPLACE CERTIFICATION:

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

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

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

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

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

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

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

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

13 1. The CONTRACTOR has made a false certification or,

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

17 XXVII

18 TERMINATION PROVISIONS:

19 A. Either party may terminate this Agreement without cause, upon thirty (30) days
20 written notice served upon the other party.

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

23 C. The COUNTY may terminate this Agreement upon thirty (30) days written notice
24 served upon the CONTRACTOR if sufficient funds are not available for
25 continuation of services.
26
27
28

1 D. The COUNTY reserves the right to terminate the Agreement without warning at the
2 discretion of the Director or designee, when CONTRACTOR has been accused
3 and/or found to be in violation of any County, State, or Federal laws and regulations.

4 E. The COUNTY may terminate this Agreement immediately due to a change in
5 status, delegation, assignment or alteration of the Agreement not consented to by
6 COUNTY.

7
8 F. The COUNTY may terminate this Agreement immediately if, in the opinion of the
9 Director of Mental Health, CONTRACTOR fails to provide for the health and safety
10 of patients served under this Agreement. In the event of such termination, the
11 COUNTY may proceed with the work in any manner deemed proper to the
12 COUNTY.

13
14 G. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY
15 may take one or more of the following actions as appropriate:

- 16 1. Temporarily withhold payments pending correction of the deficiency.
- 17 2. Disallow (that is deny funds) for all or part of the cost or activity not in
18 compliance.
- 19 3. Wholly or partially suspend or terminate the Agreement, and if necessary,
20 request repayment to COUNTY if any disallowance is rendered after audit
21 findings.
22

23
24 H. After receipt of the Notice of Termination, pursuant to Paragraphs A, B, C, D, E, or
25 F above, or the CONTRACTOR is notified that the Agreement will not be extended
26 beyond the termination date as specified in Section II, PERIOD OF
27 PERFORMANCE, CONTRACTOR shall:
28

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

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

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

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

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

1 to collect interest on any outstanding amount that is owed by the CONTRACTOR
2 back to the COUNTY at a rate of no less than 5% of the balance.

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

7 XXVIII

8 DISPUTE:

9 In the event of a dispute between a designee of the DIRECTOR and the
10 CONTRACTOR over the execution of the terms of this Agreement, the quality of patient
11 services being rendered, and/or the withholding of CONTRACTOR'S payments due to
12 instances such as material non-compliance or audit disallowances or both, the
13 CONTRACTOR may file a written protest with the appropriate Program/Regional
14 Administrator of the COUNTY. CONTRACTOR shall continue with the responsibilities
15 under this Agreement during any dispute. The Program/Regional Administrator shall
16 respond to the CONTRACTOR in writing within ten (10) working days. If the
17 CONTRACTOR is dissatisfied with the Program/Regional Administrator's response, the
18 CONTRACTOR may file successive written protests up through the Department of
19 Mental Health's administrative levels of Assistant Director, and (finally) DIRECTOR.
20 Each administrative level shall have twenty (20) working days to respond in writing to the
21 CONTRACTOR. The DIRECTOR will have the final authority to rescind, modify or
22 uphold the finding/decision.
23
24
25

26 XXIX

27 SEVERABILITY:
28

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

8 XXX

9 VENUE:

10
11 This Agreement shall be construed and interpreted according to the laws of the State
12 of California. Any action at law or in equity brought by either of the parties hereto for the
13 purpose of enforcing a right or rights provided by this Agreement shall be tried in a court of
14 competent jurisdiction in the County of Riverside and the parties hereby waive all provisions
15 of law providing for a change of venue in such proceedings in any other COUNTY.
16

17 XXXI

18 NOTICES:

19 All correspondence and notices required or contemplated by this Agreement shall be
20 delivered to the respective parties at the addresses set forth below and are deemed
21 submitted one day after their deposit in the United States mail, postage prepaid:
22

23 CONTRACTOR:

24 OLIVE CREST WRAPAROUND
25 SERVICES
26 2130 E FOURTH STREET, SUITE 200
27 SANTA ANA, CA 92705
28

COUNTY:

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

EXHIBIT A

CONTRACTOR NAME: OLIVE CREST WRAPAROUND SERVICES

DEPT ID/PROGRAM: #4100205209.83550

WRAPAROUND SERVICES (WRAPAROUND SERVICES)

| <u>MODE OF SERVICE</u> | <u>SERVICE FUNCTION</u> |
|------------------------|--------------------------------------|
| Outpatient Services | Case Management |
| Outpatient Services | Mental Health Services |
| Outpatient Services | Medication Support |
| Outpatient Services | Crisis Intervention Services |
| Outpatient Services | Intensive Care Coordination Services |
| Outpatient Services | Intensive Home Based Services |

I. SCOPE OF SERVICES:

CONTRACTOR shall provide a full range of services including case management, mental health services, medication support, crisis intervention, intensive care coordination, and intensive home based services to minors and their families enrolled in the CONTRACTOR'S Wraparound Program.

A. SERVICES OVERVIEW:

CONTRACTOR shall identify minors who are full scope Medi-Cal residing in the greater Riverside area. CONTRACTOR must ensure that all clients meet medical necessity and are Medi-Cal eligible each month for which services are claimed. CONTRACTOR shall meet all requirements for Medi-Cal billing on all services claimed to DMH. CONTRACTOR shall ensure appropriate discharge of minors regardless of Medi-Cal billing status.

Services include:

1. Assessments.
2. Individual and family therapy.
3. Medication support and monitoring.
4. Crisis intervention.

- 1 5. Collateral services.
- 2 6. Case management.
- 3 7. Skills training.
- 4 8. Support Activities.
- 5 9. Rehabilitative services.
- 6 10. Intensive care coordination.
- 7 11. Intensive home based services.

8 Services are to be provided at appropriate sites and in appropriate combinations
9 necessary to address the minor's mental health needs. All services are to be
10 performed in person-to-person contacts with clients or significant others in the
11 instance of Collateral Services. Therapeutic telephone contacts are allowable
12 for Collateral Services and Individual Therapy, and are reimbursable by Medi-
13 Cal if they meet the requirements of other face-to-face contacts.
14 CONTRACTOR shall be prudent in the use of billable telephone contact. All
15 services, and the time spent in the rendering of the services, shall be reported to
16 COUNTY in accordance with the policies and procedures of the COUNTY'S
17 Management Information System. CONTRACTOR shall adhere to Title XIX
18 of the Social Security Act and conform to all other applicable Federal and State
19 statutes and regulations.
20
21
22

23 **B. SERVICES TO BE PROVIDED:**

24 CONTRACTOR will provide the following services in accordance with Welfare
25 and Institutions Code 5600 et. Seq. and identified herein as listed below. To
26 create a more coherent and all-inclusive approach to the provision of care,
27 definitions have been added to describe the manner in which covered mental
28

1 health services are required to be delivered to the Katie A. Subclass members.
2 These services are expected to be intensive, comprehensive and collaborative.

3 I. Intensive Care Coordination:

4 Intensive care coordination service components/activities include:
5 assessing; service planning and implementation; monitoring and
6 adapting; and transition. These components/activities are described as
7 follows:

- 8 (a) Assessing client's and family's needs and strengths; assessing
9 the adequacy and availability of resources; reviewing
10 information from family and other sources; evaluating
11 effectiveness of previous interventions and activities;
- 12 (b) Developing a plan with specific goals, activities and objectives;
13 ensuring the active participation of client and individuals
14 involved and clarifying the roles of the individuals involved;
15 indentifying the interventions/course of action targeted at the
16 client's and family's assessed needs;
- 17 (c) Monitoring to ensure that identified services and activities are
18 progressing appropriately; changing and redirecting actions
19 targeted at the client's and family's assessed needs, not less than
20 every 90 days;
- 21 (d) Developing a transition plan for the client and family to foster
22 long term stability including the effective use of natural supports
23 and community resources.

24
25 2. Intensive Home Based Services:

26 Intensive home based services include but are not limited to:

- 27 (a) Medically necessary skill-based interventions for the remediation
28 of behaviors or improvement of symptoms, including but not

1 limited to the implementation of a positive behavioral plan
2 and/or modeling interventions for the child/youth's family and/or
3 significant others to assist them in implementing the strategies;

4 (b) Development of functional skills to improve self-care, self-
5 regulation, or other functional impairments by intervening to
6 decrease or replace non-functional behavior that interferes with
7 daily tasks or the avoidance of exploitation by others;

8 (c) Development of skills or replacement behaviors that allow the
9 child/youth to fully participate in the CFT and service plans
10 including but not limited to the plan and/or child welfare service
11 plan;

12 (d) Improvement of self-management of symptoms, including self-
13 administration of medications as appropriate;

14 (e) Education of the child/youth and/or their family or caregiver
15 about and how to manage the child/youth's mental health
16 disorder or symptoms;

17 (f) Support of the development, maintenance and use of social
18 networks including the use of natural and community resources;

19 (g) Support to address behaviors that interfere with the achievement
20 of a stable and permanent family life and seeking and
21 maintaining a job;

22 (h) Support to address behaviors that interfere with a child/youth's
23 success in achieving educational objectives in an academic
24 program in the community and transitional independent living
25 objectives such as seeking and maintaining housing and living
26 independently.
27
28

1 3. Crisis Intervention:

2 These services consist of a quick emergency response enabling a
3 patient/client to cope with a crisis, while maintaining his/her status as a
4 functioning community member to the greatest extent possible. A crisis
5 is an unplanned event that results in the patient's/client's need for
6 immediate service intervention. Crisis intervention services are limited
7 to stabilization of the presenting emergency.

8 Prior authorization is not required for a crisis/urgent session. The
9 session is for a condition that requires more timely response than a
10 regularly scheduled visit. An urgent condition means a situation
11 experienced by a beneficiary that, without timely intervention, is certain
12 to result in an immediate emergency psychiatric condition. Services may
13 be either face-to-face or by telephone with the patient/client or
14 significant support person.

15 4. Medication Evaluation and Monitoring:

16 If it is determined by the CONTRACTOR's psychiatrist that a youth
17 requires psychotropic medication to assist in ameliorating symptoms
18 he/she is experiencing, medication support services will be provided as
19 part of a comprehensive treatment planning process. These services
20 include: prescribing, administering, dispensing and monitoring of
21 psychotropic medications necessary to alleviate the symptoms of mental
22 illness, which are provided by a staff person within the scope of practice
23 of his/her profession.

24 Services may be either face-to-face or by telephone with the
25 patient/client or significant support persons. Services include: evaluating
26 the need for medication, regular clinical follow-ups to determine clinical
27 effectiveness and the side effects of medication; obtaining informed
28 consent; medication education, including, but not limited to, discussing

1 risks, benefits and alternatives with the patient/client or significant
2 support persons.

3 Only those professionals identified under Title 9, Chapter 11, Section
4 1840.346, as qualified to administer, dispense, and monitor these
5 services provide medication support services. Those professionals
6 include: psychiatrists, physicians, registered nurses, licensed vocational
7 nurses, psychiatric technicians and pharmacists.

8 5. Mental Health Services (Individual, Group and Family Therapy):

9 These are interventions designed to provide the maximum reduction of
10 mental disability and restoration or maintenance of functioning
11 consistent with the requirements for learning, development, independent
12 living and enhanced self-sufficiency. Services shall be directed toward
13 achieving the patient's/client's goals/desired results/personal milestones,
14 and enabling patients/clients to benefit from their Regular or Special
15 Education Services.

16 For patients/clients who are seriously emotionally disturbed children and
17 adolescents, mental health services provide a range of services to assist
18 the patient/client to gain the social and functional skills necessary for
19 appropriate development and social integration.

20 In order to effectively address each youth's significant deficits and
21 symptoms related to his/her diagnosis, an individualized treatment plan
22 will outline specific goals and objectives related to the mental health
23 services that will be provided. Services may be either face-to-face or by
24 telephone contact with the patient/client or significant support persons
25 and may be provided anywhere in the community. In the unusual
26 circumstance where the patient/client and/or significant other is not
27 present, plan development activities hereunder may be provided without
28 a face-to-face or telephone contact.

1 Services shall include assessment, evaluation, and collateral services;
2 including assistance in restoring or maintaining a patient's/client's or
3 group of patients'/clients' functional skills, daily living skills, social
4 skills, grooming and personal hygiene skills, medication compliance,
5 development of support systems; counseling of the patient/client and/or
6 family; training in leisure activities integral to achieving the
7 patient's/client's goals/desired results/personal milestones; and
8 medication education.

9 6. Case Management:

10 These are provided to access medical, educational, social,
11 pre-vocational, and rehabilitative or other needed community services
12 for eligible patients/clients. These services provide for the continuity of
13 care within the mental health system and related social service systems.
14 Services shall include linkage and consultation, placement and plan
15 development. Services may be either face-to-face or by telephone with
16 the patient/client or significant support persons. Linkage and
17 consultation services include:

- 18 (a) Identification and pursuit of resources which are necessary and
19 appropriate to implement the service plan;
20 (b) Interagency and intra-agency consultation, communication,
21 coordination, and referral; and
22 (c) Monitoring service delivery, the service plan, and to ensure
23 patient/client access to services and the service delivery system.

24 C. TARGET POPULATION TO BE SERVED:

25 Persons to be served under this Agreement will be Riverside County Medi-Cal
26 eligible, emotionally disturbed minors who meet medical necessity of Specialty
27 Mental Health, and are enrolled in the CONTRACTOR'S Riverside County
28

1 Wraparound Program. It is the responsibility of the CONTRACTOR to monitor
2 Medi-Cal eligibility of youth served and to enter eligibility in accordance with
3 the policies and procedures of the COUNTY'S Management Information
4 Services.
5

6 **II. RESPONSIBILITIES OF THE CONTRACTOR:**

7 CONTRACTOR shall maintain the medical records required by Sections 70747-70751
8 of the California Code of Regulations. Records shall be maintained in accordance with
9 Sections 51476 of Title 22 of the California Code of Regulations. In all cases
10 documentation for medication support services and crisis intervention shall meet Medi-
11 Cal requirements.

12 CONTRACTOR will notify COUNTY immediately in the event of: any known
13 complaints against licensed staff; any restrictions in practice of license as stipulated to
14 the State Bureau of Medical Quality Assurance, Community Care Licensing Division
15 of the Department of Social Services of the State, or other State agency; any legal suits
16 being initiated specific to the CONTRACTOR's practice; any criminal investigation of
17 the CONTRACTOR being initiated; or any other action being instituted which affects
18 CONTRACTOR's license or practice (for example, sexual harassment accusations).

19 "Immediately" means no more than twenty-four (24) hours after notice of event.

20 CONTRACTOR agrees to cooperate with the COUNTY's Program Monitoring Review
21 process, which ensures medical necessity, appropriateness, quality of care, and fiscal
22 and administrative review. This review may include clinical record peer review, and
23 other utilization review program monitoring practices. CONTRACTOR will cooperate
24 with these reviews, and will furnish necessary information, subject to Federal or State
25 confidentiality laws, and provisions of this Agreement. Additionally, COUNTY
26 Program Managers may conduct periodic facilities reviews in order to assure the
27 quality of facilities and care provided.
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1 A. SERVICE LOCATIONS:

2 CONTRACTOR shall provide services at the following CONTRACTOR Medi-
3 Cal certified site and may include providing services in the client's home,
4 school and any other sites as agreed to by COUNTY.

5 Olive Crest Wraparound Services

6 2130 E Fourth Street, Suite 200

7 Santa Ana, CA 92705

8 CONTRACTOR shall notify in writing the Director at least sixty (60) days
9 before terminating services at such location(s) and/or before commencing such
10 services at any other location(s). CONTRACTOR shall respond to
11 CONSUMER contact within one (1) business day.

12
13 B. REFERRALS:

14 All consumers served must be enrolled in the CONTRACTOR'S Riverside
15 County Wraparound Program and be eligible for Riverside County Medi-Cal
16 benefits. Exceptions to this requirement may be authorized by COUNTY'S
17 Contract Monitor and CONTRACTOR by written mutual agreement subject to
18 the final approval of the DIRECTOR.

19
20 C. ADMISSION POLICIES:

21 CONTRACTOR certifies that its admission policies for the CONTRACTOR'S
22 Wraparound Program are in writing and made available to the public in
23 accordance with Section 526, Title 9 of the California Code of Regulations.

24 D. RE-ASSESSMENT:

25 From time to time, the COUNTY Department of Mental Health may require
26 that a consumer be reassessed by a second provider to ensure appropriate
27 treatment planning and outcome. Upon request of COUNTY, the
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1 CONTRACTOR will cooperate with facilitating their client's referral for
2 reassessment.

3 E. STAFFING:

4 CONTRACTOR certifies that all personnel are qualified; hold appropriate
5 licenses in accordance with Welfare and Institutions Code Section 5600.2 and
6 all other applicable requirements of Code, and State policy letters. During the
7 term of this Agreement, CONTRACTOR shall have available and shall provide
8 upon request to authorized representatives of COUNTY a list of persons by title,
9 professional degree and experience who are providing services hereunder. The
10 number and classification of personnel a CONTRACTOR'S site of service shall
11 reflect the understandings reached during the negotiation of this agreement and
12 reasonable workload standards.

13 F. MEETINGS:

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

21 G. OUTCOME MEASURES:

22 CONTRACTOR shall participate in all requested outcome measurement
23 including, but not limited to bi-annual State Department of Mental Health
24 surveys, Riverside County Wraparound outcome measures as defined in the
25 Riverside County Wraparound Plan, and other measures requested by the
26 COUNTY to ensure consumer satisfaction or quality of service.

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EXHIBIT B - MENTAL HEALTH
LAWS, REGULATIONS AND POLICIES

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

General Regulations

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

Government Code 26227 (Contracting with County)

Government Code 7550 (Reports)

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

California Code of Regulations Title 9 Section 640 (Records)

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

Welfare and Institutions Code 5608 (Program Monitoring)

Welfare and Institutions Code 5751.2 (Staffing)

HIPAA 1996: Public Law 104-91

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

Adult System of Care

California Welfare and Institutions Code Sections 5689 et seq.

Case Management/Service Regulations

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

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

1 Welfare and Institutions Code 5678-79
2 Welfare and Institutions Code 5867 (Maintenance of Effort)
3 42 Code of Federal Regulations 438.608 (Program Integrity Requirements)
4 California Welfare & Institutions Code Sections 5600.4 and 5699.4.
5 Charges and Billing (Financial Regulations)
6 California Welfare and Institutions Code 5651(a)(4), 5664, 5705(b)(3), 5718(c) (Cost
7 Reporting)
8 California Welfare and Institutions Code 5704.5 & 5704.6 (Expenditure Requirements)
9 Government Code 8546.7 (Audits)
10 Uniform Method of Determining Ability to Pay, State Dept. of Mental Health.
11 Centers for Medicare and Medicaid Services Manual
12 Child Abuse Reporting/Child Support
13 California Penal Code Sections 11164 – 11174.4 et seq.
14 Family Code, Section 5200 (Child Support)
15 Children System of Care
16 California Welfare and Institutions Code Section 5880 (Children System of Care)
17 Community Care Facilities
18 California Code of Regulations, Title 22, Division 6 (Social Security, Licensing of
19 Community Care Facilities)
20 Community Residential Treatment Program
21 California Welfare & Institutions Code Sections 5150 to 5152, 5600.2 to 5600.9 and
22 5672 to 5699 (Community Treatment)
23 California Welfare & Institutions Code Section 5670 et seq.
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1 California Code of Regulations, Title 22, Division 6.

2 Confidentiality

3 California Welfare & Institutions Code Section 5328 - 5330

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

5 42 CFR 431.300

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

9 45 CFR 205.50

10 Elderly and Dependent Adult Abuse Reporting

11 California Welfare & Institutions Code Sections 15600 et seq.

12 Health Care Facilities

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

16 Homeless Mentally Disabled

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

18 California Welfare & Institutions Code Section 5680 et seq.

19 Life Support

20 California Welfare & Institutions Code Section 4075 to 4078

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

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

1 Medication Protocol

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

4 Riverside County Mental Health “Medication Guidelines” Publication

5 Minors in Health Care Facilities

6 California Welfare & Institutions Code Section 5751.7

7 Negotiated Net Amount and Negotiated Net Agreements

8 California Welfare and Institutions Code Sections 5705 to 5716

9 Non Discrimination

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

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

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

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

14 Patients Rights

15 California Welfare & Institutions Code Sections 5325 et seq.

16 California Code of Regulations, Title 22, Section 70707

17 Policies

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

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

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

22 County and Departmental policies, as applicable to this Agreement

23 Quality Assurance

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

Short-Doyle/Medi-Cal

California Code of Regulations, Title 22, Division 3

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

Welfare and Institutions Code 5250 (Hearing Procedure)

Welfare and Institutions Code 5332-5337 (Incapacity Hearings)

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

Social Rehabilitation Programs

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

Special Education Pupils (AB 3632)

California Welfare & Institutions Code Section 18350 et seq.

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

Voter Registration

National Voter Registration Act of 1993

Rev. 01/30/07 kds

EXHIBIT C
REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: OLIVE CREST WRAPAROUND SERVICES
PROGRAM NAME: OLIVE CREST
DEPARTMENT ID: 4100205209.83550

A. REIMBURSEMENT:

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

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

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

2. CONTRACTOR'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:

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

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

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

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

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

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

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

24 B. MAXIMUM OBLIGATION:

25 COUNTY'S maximum obligation for FY 2014/2015 shall be \$2,000,000 subject
26 to availability of applicable Federal, State, local and/or COUNTY funds.

27 C. BUDGET:

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

6 **D. MEDI-CAL (M/C):**

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

18 **E. REVENUES:**

19 As applicable:

- 20 1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the
21 Welfare & Institutions Code, and as further contained in the State
22 Department of Health Care Services Revenue Manual, Section 1,
23 CONTRACTOR shall collect revenues for the provision of the services
24 described pursuant to Exhibit A. Such revenues may include but are
25 not limited to, fees for services, private contributions, grants or other
26 funds. All revenues received by CONTRACTOR shall be reported in
27 their annual Cost Report, and shall be used to offset gross cost.
- 28 2. CONTRACTOR shall be responsible for checking and confirming Medi-
Cal eligibility for its patient(s)/client(s) prior to the patient(s)/client(s)
receiving services(s) and prior to services being billed in order to ensure

1 proper billing of Medi-Cal eligible services for all applicable
2 patient(s)/clients(s).

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

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

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

19 6. CONTRACTOR is obligated to collect from the client any Medicare co-
20 insurance and/or deductible if the site is Medicare certified or if provider
21 site is in the process of becoming Medicare certified or if the provider is
22 enrolled in Medicare. CONTRACTOR is required to clear any Medi-Cal
23 Share of Cost amount(s) with the State. CONTRACTOR is obligated to
24 attempt to collect the cleared Share of Cost amount(s) from the client.
25 CONTRACTOR must notify the COUNTY in writing of cleared Medi-Cal
26 Share of Cost(s) within seventy two (72) hours (excluding holidays) of
27 the CONTRACTOR'S received notification from the State.
28 CONTRACTOR shall be responsible for faxing the cleared Medi-Cal
Share of Cost documentation to fax number (951) 955-7361 **OR** to your
organization's appropriate COUNTY Region or Program contact.
Patients/clients with share of cost Medi-Cal shall be charged their

1 monthly Medi-Cal share of cost in lieu of their annual liability. Medicare
2 clients will be responsible for any co-insurance and/or deductible for
3 services rendered at Medicare certified sites.

- 4 7. If and when applicable, all other clients will be subject to an annual
5 sliding fee schedule by CONTRACTOR for services rendered, based on
6 the patient's/client's ability to pay, not to exceed the CONTRACTOR'S
7 actual charges for the services provided. In accordance with the State
8 Department of Health Care Services Revenue Manual, CONTRACTOR
9 shall not be penalized for non-collection of revenues provided that
10 reasonable and diligent attempts are made by the CONTRACTOR to
11 collect these revenues. Past due patient/client accounts may not be
12 referred to private collection agencies. No patient/client shall be denied
13 services due to inability to pay.
- 14 8. If and where applicable, CONTRACTOR shall submit to COUNTY, with
15 signed Agreement, a copy of CONTRACTOR'S customary charges
16 (published rates).
- 17 9. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays)
18 above and beyond the contracted Schedule I rate, the CONTRACTOR
19 must notify the COUNTY within each fiscal year Agreement period of
20 performance.
- 21 10. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client
22 fees. Notification must be made within ten (10) days following any fee
23 increase.

24 **F. REALLOCATION OF FUNDS:**

- 25 1. No funds allocated for any mode and service function as designated in
26 Schedule I may be reallocated to another mode and service function
27 unless prior written consent and approval is received from COUNTY
28 Program Administrator/Manager and confirmed by the Fiscal Supervisor
prior to either the end of the Agreement Period of Performance or the
end of the fiscal year (June 30th). Approval shall not exceed the
maximum obligation.

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

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G. RECOGNITION OF FINANCIAL SUPPORT:

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

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H. PAYMENT:

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1. Monthly reimbursements may be withheld and recouped at the discretion of the Director or its designee due to material Agreement non-compliance, including audit disallowances, invoice(s), or Agreement overpayment, and/or adjustments or disallowances resulting from the COUNTY Contract Monitoring Team Review (CMT), COUNTY Program Monitoring, Federal or State Audit, and/or the Cost Report Reconciliation/Settlement process.
 2. In addition, if the COUNTY determines that there is any portion (or all) of the CONTRACTOR invoice(s) that cannot be substantiated, verified or proven to be valid in any way for any fiscal year, then the COUNTY reserves the right to disallow and/or withhold current and/or future payments from CONTRACTOR until valid, substantial proof of any

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

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

16 4. Notwithstanding the provisions of Paragraph H-1 and H-2 above,
17 CONTRACTOR shall be paid in arrears based upon either the actual
18 units of service provided and entered into the COUNTY'S specified
19 Electronic Management Information System (MIS), or on a one-twelfth
20 (1/12th) monthly basis as specified in Paragraph A-1 above.

21 a. CONTRACTOR will be responsible for entering all service related
22 data into the COUNTY's MIS (i.e. Provider Connect or CalOMS)
23 on a monthly basis and approving their services in the MIS for
24 electronic batching (invoicing) and subsequent payment.

25 b. CONTRACTOR must also submit to the COUNTY a signed
26 Program Integrity Form (PIF) **attached as Exhibit C,**
27 **Attachment A)** signed by the Director or authorized designee of
28 the CONTRACTOR organization. This form must be faxed and/or
emailed (PDF format only) to the COUNTY at (951) 358-4792,
and/or emailed to ELMR_PIF@rcmhd.org. The CONTRACTOR
PIF form must be received by the COUNTY via fax and/or email

1 for the prior month no later than 5:00 p.m. on the fifth (5th) working
2 day of the current month.

3 c. Failure by the CONTRACTOR to enter and approve all applicable
4 services into the MIS for the applicable month, and faxing and/or
5 emailing the signed PIF, will delay payment to the
6 CONTRACTOR until the required documents as outlined herein
7 are provided.

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

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

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

25 7. In order to ensure that CONTRACTOR will receive reimbursement for
26 services rendered under this Agreement, CONTRACTOR shall be
27 responsible for notifying Medi-Cal if at any time CONTRACTOR
28 discovers or is made aware that client Medicare and/or Insurance
coverage has been terminated or otherwise is not in effect.
CONTRACTOR shall provide COUNTY with a print screen from the
Medi-Cal eligibility website indicating the Medicare and/or Insurance

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coverage has been removed within ten (10) days of termination request. CONTRACTOR shall include their name and the comment "Medicare/OHC Termed" on the documentation provided to the COUNTY.

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

I. COST REPORT:

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

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

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

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

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

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

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

Administrative Expenses shall not exceed the percentage of cost as submitted in the CONTRACT Request for Proposal or Cost Proposal(s).

J. BANKRUPTCY:

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

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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.

L. TRAINING:

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

Rev. 14/15

CONTRACT RENEWAL FOR FY 2014/2015
 PAGE 1 OF 1
SCHEDULE I
MENTAL HEALTH

CONTRACT PROVIDER NAME: OLIVE CREST WRAPAROUND SERVICES FISCAL YEAR: 2014/2015
 PROGRAM NAME: OLIVE CREST MONTHLY REIMBURSEMENT: ACTUAL COST
 DEPT ID/PROGRAM: 4100205209-74740-530280 YEAR END SETTLEMENT: ACTUAL COST
 REGION/POPULATION: WRAPAROUND SYSTEM RU #: 33H501, 33JED01

| TYPE OF MODALITY | Outpatient Mental Health Services | Outpatient Mental Health Services | Outpatient Mental Health Services | TOTAL |
|--|---|---|-----------------------------------|-------------|
| RW#9: | 33H501, 33JED01 | 33H501, 33JED01 | | |
| MODE OF SERVICE: | 15 (Outpatient Services) | 15 (Outpatient Services) | 70 (Crisis Intervention) | |
| SERVICE FUNCTION: | 01-48 (Case Management) | 60-48 (Medication Support) | 70 (Crisis Intervention) | |
| PROCEDURE CODES: | 80791A, 80848F, 80848NF, 80853G, 80832IT, 90834IT, 90837IT, 90847F, 90847NF | 98201, 98202, 98203, 98204, 98205, 98212, 98213, 98214, 98215, 98212MD, 98213MD, 98214MD, 98212NF, 98213NF, 98214NF, 98215MD, 98215NF | 80839CI | |
| UNIT MEASUREMENT: | MINUTES | MINUTES | MINUTES | |
| NUMBER OF UNITS: | 0 | 89,653 | 17,628 | |
| COST PER UNIT: | \$0.00 | \$1.45 | \$2.16 | |
| GROSS COST: | \$0 | \$130,000 | \$38,000 | \$2,000,000 |
| LESS REVENUES COLLECTED BY CONTRACTORS: | | | | |
| A. PATIENT FEES | \$0 | \$0 | \$0 | \$0 |
| B. OTHER | \$0 | \$0 | \$0 | \$0 |
| TOTAL CONTRACTOR REVENUES | \$0 | \$0 | \$0 | \$0 |
| MAXIMUM OBLIGATION | \$0 | \$130,000 | \$38,000 | \$2,000,000 |
| SOURCES OF FUNDING FOR MAXIMUM OBLIGATION: | | | | |
| A. MEDICAL FFP | \$0 | \$85,000 | \$28,000 | \$1,000,000 |
| B. FEDERAL FUNDS | \$0 | \$0 | \$0 | \$0 |
| C. REALIGNMENT FUNDS | \$0 | \$0 | \$0 | \$0 |
| D. STATE FUNDS | \$0 | \$85,000 | \$28,000 | \$1,000,000 |
| E. COUNTY FUNDS | \$0 | \$0 | \$0 | \$0 |
| F. OTHER: | \$0 | \$0 | \$0 | \$0 |
| TOTAL (ALL FUNDING SOURCES) | \$0 | \$130,000 | \$38,000 | \$2,000,000 |

FUNDING SOURCES DOCUMENT: THOOD III
 ADMN SVCS ANALYST SIGNATURE: CAROL SUCKLA
 FISCAL SERVICES SIGNATURE: _____
 PREPARED BY: _____
 Date: 9-3-14
 Date: 9-10-14
 Date: _____

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 Olive Crest, 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 56 and Exhibits A, B, C, and Schedule I attached hereto and incorporated herein, hereinafter referred to as "Agreement."

CONTRACTOR

By: *Donald A. Verleur II*
Donald A. Verleur II
Print Name
Date: 7-18-14

COUNTY COUNSEL:

GREGORY P. PRIAMOS
Approved as to form
By: *G.P. Priamos*
Deputy County Counsel

COUNTY

By: *Jeff Stone*
Jeff Stone, Chairman
Board of Supervisors
Date: OCT 07 2014

ATTEST:

KECIA HARPER-JHEM, Clerk
By: *Kecia Harper-Jhem*
DEPUTY

OCT 07 2014 3-21

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I

1
2 DESCRIPTION OF SERVICES:

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

7 II

8 PERIOD OF PERFORMANCE:

9 This Agreement shall be effective as of July 1, 2014, and continue in effect through
10 June 30, 2015. The Agreement may thereafter be renewed annually, up to an additional
11 five (5) years, subject to the availability of funds.
12

13 III

14 REIMBURSEMENT AND USE OF FUNDS PAYMENT:

15 A. Reimbursement

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

23 B. Restrictions On Salaries

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

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

5
6 C. Union Organizing

7 1. CONTRACTOR will not assist, promote, or deter union organizing by
8 employees performing work on a state service contract, including a public
9 works contract.

10 2. CONTRACTOR will not, for any business conducted under this Agreement,
11 use any state property to hold meetings with employees or supervisors, if the
12 purpose of such meetings is to assist, promote or deter union organizing unless
13 the state property is equally available to the general public for holding
14 meetings.

15
16 3. If the CONTRACTOR incurs costs, or makes expenditures to assist, promote,
17 or deter union organizing, CONTRACTOR will maintain records sufficient to
18 show that no reimbursement from state funds has been sought for these costs,
19 and the CONTRACTOR shall provide those records to the County and then to
20 the Attorney General upon request.
21

22 D. Lobbying And Restrictions And Disclosures Certification

23 Applicable to federally funded contracts in excess of \$100,000 per Section 1352
24 Title 31, USC, Section 1352 and 45 CFR Part 93:
25

26 1. Certification and Disclosure Requirements
27
28

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

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

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

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

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

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

16 (v) All disclosure forms (but no certifications) shall be forwarded from
17 tier to tier until received by the entity referred to in Paragraph 1(a)
18 of this provision. The CONTRACTOR shall forward all disclosure
19 forms to the COUNTY in order for the COUNTY to forward to
20 Program/Regional Administrator.

21
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25 E. Prohibition

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

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

8 **F. National Provider Identifier (NPI)**

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

25 **IV**

26 **PROGRAM SUPERVISION, MONITORING AND REVIEW:**
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28

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

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

- 10
11 1. In exercising the right to review or monitor CONTRACTOR's administrative,
12 clinical, fiscal, and program components, staff and facility(ies), the COUNTY
13 shall enforce applicable Agreement provisions and COUNTY policies with regards
14 to threats and violent behavior or harassment in the workplace concerning its
15 employees.
- 16
17 2. CONTRACTOR further agrees to authorize the COUNTY, under this Agreement,
18 to have access to all COUNTY consumers, to collaborate with treating staff, and to
19 review necessary documents to ensure that the consumer has received all necessary
20 assessments, all necessary treatment planning with measurable goals, and
21 documented progress towards goals.
- 22
23 3. CONTRACTOR agrees to allow COUNTY to collaborate with CONTRACTOR
24 personnel regarding COUNTY consumer aftercare services and continuity of care
25 with the COUNTY.
26
27
28

1 B. As it pertains to the COUNTY and Program Monitoring, if at any point during the
2 duration of this Agreement, the COUNTY determines CONTRACTOR is out of
3 compliance with any provision in this Agreement, the COUNTY may request a plan
4 of correction, after providing the CONTRACTOR with written notification and the
5 basis for the finding of noncompliance.
6

7 1. Within thirty (30) days of receiving notification, the CONTRACTOR shall
8 provide a written plan of corrective action addressing the non-compliance.

9 2. If the COUNTY accepts the CONTRACTOR'S proposed plan of correction,
10 it shall suspend other punitive actions to give the CONTRACTOR the
11 opportunity to come into compliance.
12

13 3. If the COUNTY determines CONTRACTOR has failed to implement
14 corrective action, funds may be withheld until compliance is achieved.

15 4. CONTRACTOR shall cooperate with any such effort by COUNTY including
16 follow-up investigation and interview of witnesses. Failure to cooperate or
17 take corrective action as may be indicated by an investigation could result in
18 termination of this Agreement.
19

20 C. CONTRACTOR agrees that any duly authorized representative of the Federal, the
21 State, COUNTY or local government shall have the right to audit, inspect, excerpt,
22 copy or transcribe any pertinent records and documentation relating to this
23 Agreement or previous year's Agreements.
24

25 D. If this Agreement is terminated in accordance with Section XXVII, TERMINATION
26 PROVISIONS, COUNTY may conduct a final audit of the CONTRACTOR. Final
27 reimbursement to CONTRACTOR by COUNTY shall not be made until audit results
28

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

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

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

19
20 G. Notwithstanding the foregoing, the COUNTY reserves the right, at any time and
21 without a thirty (30) day written notice, to disallow or withhold CONTRACTOR
22 funding if and when deemed necessary for material non-compliance as it pertains to
23 any provision of this Agreement.
24

25 V

26 STATUS OF CONTRACTOR:
27
28

1 A. CONTRACTOR acknowledges that this Agreement is by and between the
2 COUNTY and CONTRACTOR and is not intended, and shall not be construed, to
3 create the relationship of agent, servant, employee, partnership, joint venture, or
4 association, as between COUNTY and CONTRACTOR. CONTRACTOR is, and
5 shall at all times be deemed to be, an independent CONTRACTOR and shall be
6 wholly responsible for the manner in which it performs the services required of it by
7 the terms of this Agreement. CONTRACTOR assumes the exclusive responsibility
8 for the acts of its employees or agents as they relate to services to be provided.
9 CONTRACTOR shall bear the sole responsibility and liability for furnishing
10 workers' compensation benefits to any person for injuries arising from or connected
11 with services performed on behalf of COUNTY pursuant to this Agreement.
12
13

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

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

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

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

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

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

14 VI

15 ADMINISTRATIVE CHANGE IN STATUS:

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

- 19 1. A change in status is defined as, but is not limited to, a name change not
20 amounting to a change of ownership, moving a facility's service location within
21 the same region, closing a facility with services being offered in another already
22 existing contracted facility, or change in services offered without an increase to
23 the Agreement maximum. Other changes to the Agreement may result in a more
24
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28

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

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

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

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