

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  
28

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

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.  
17  
18  
19

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.  
26  
27  
28

- 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
- 12
- 13 3. The CONTRACTOR shall cause their insurance carrier(s) to furnish the County of  
14 Riverside with 1) a properly executed original Certificate(s) of Insurance and  
15 certified original copies of Endorsements effecting coverage as required herein; or,  
16 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide  
17 original Certified copies of policies including all Endorsements and all attachments  
18 thereto, showing such insurance is in full force and effect. Further, said Certificate(s)  
19 and policies of insurance shall contain the covenant of the insurance carrier(s) shall  
20 provide no less than thirty (30) days written notice be given to the County of  
21 Riverside prior to any material modification or cancellation of such insurance. In the  
22 event of a material modification or cancellation of coverage, this Agreement shall  
23 terminate forthwith, unless the County of Riverside receives, prior to such effective  
24 date, another properly executed original Certificate of Insurance and original copies  
25 of endorsements or certified original policies, including all endorsements and  
26  
27  
28

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

25 XII

26 LIMITATION OF COUNTY LIABILITY:  
27  
28

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:

6  
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:

18  
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  
27  
28



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

22

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  
28

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.  
26  
27  
28

- 1 3. CONTRACTOR shall further establish and maintain written procedures under  
2 which any person, applying for or receiving services hereunder, may seek  
3 resolution from CONTRACTOR of a complaint with respect to any alleged  
4 discrimination in the provision of services by CONTRACTOR'S personnel.  
5 Such procedures shall also include a provision whereby any such person, who  
6 is dissatisfied with CONTRACTOR'S resolution of the matter, shall be referred  
7 by CONTRACTOR to the DIRECTOR, or his authorized designee, for the  
8 purpose of presenting his or her complaint of alleged discrimination. Such  
9 procedures shall also indicate that if such person is not satisfied with  
10 COUNTY'S resolution or decision with respect to the complaint of alleged  
11 discrimination, he or she may appeal the matter to the California Department  
12 of Health Care Services. CONTRACTOR will maintain a written log of  
13 complaints for a period of seven (7) years.
- 14 4. CONTRACTOR will maintain a safe facility in accordance with Title 9,  
15 Division 1 of the California Code of Regulations. CONTRACTOR will store  
16 and dispense medications in compliance with all applicable State and Federal  
17 laws and regulations and COUNTY'S "Medication Guidelines," available from  
18 the COUNTY Quality Improvement- Outpatient Division.
- 19 5. A completed ADA /504 Self-Evaluation (Access to Services) Plan, including a  
20 Checklist for Accessibility must be submitted as a part of the application  
21 process requirement for contracting.  
22  
23  
24  
25  
26  
27  
28

- 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 7. CONTRACTORS that are not currently accessible to people with disabilities  
5 must have a written and posted referral policy and plan developed in  
6 conjunction with the county mental health program administration and  
7 consumers must be provided with a copy of this policy.  
8  
9 8. Existing facilities must provide a current written ADA/504 (Access to  
10 Services) Plan to the County at each renewal, including a current Disability  
11 Admission and Referral Policy developed in conjunction with the County  
12 Mental Health Administration.  
13

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.  
24  
25

26 XVI

27 REPORTS:  
28

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 (5<sup>th</sup>) 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.  
17  
18

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  
27  
28

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,  
26  
27  
28



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:  
16  
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  
27  
28

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  
27  
28

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  
27  
28

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.  
24  
25  
26  
27  
28



1  
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 CONTRACTOR shall maintain specific job descriptions/duty statements for each position  
10 describing the assigned duties, reporting relationship, and shall provide sufficient detail to  
11 serve as the basis for an annual performance evaluation. Furthermore, CONTRACTOR  
12 acknowledges all its officers; employees, associates, and agents providing services  
13 hereunder are eligible for reimbursement for said services by their exclusion from the  
14 Federal "List of Excluded Parties" registry.  
15

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
- 7 b. List of all applicable trainings during time of employment to present;
- 8
- 9 c. Annual Job performance evaluation; and
- 10
- 11 d. Personnel action document for each change in status of the employee.

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

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

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

24 E. CONTRACTOR shall establish and disseminate written policies for all employees  
25 that include detailed information about the False Claims Act and the other provisions  
26 named in Section 1902(a)(68)(A). Included in these written policies shall be  
27  
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 (<http://www.oig.hhs.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 <http://exclusion.oig.hhs.gov/search.aspx> and the Medi-Cal List of  
21 Suspended or Ineligible Providers list at <http://www.oag.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 <http://www.cdcmh.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
<b>Example:</b> 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 30<sup>th</sup> 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  
27 1. The dangers of substance abuse in the workplace.  
28 2. The CONTRACTORS policy of maintaining a drug-free workplace.

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

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

3 C. Provide as required by Government Code Section 8355 (a) that every employee who  
4 works on the proposed 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  
14 1. The CONTRACTOR has made a false certification or,

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

## 17 XXVII

### 18 TERMINATION PROVISIONS:

19 A. Either party may terminate this Agreement without cause, upon 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  
24 C. The COUNTY may terminate this Agreement upon thirty (30) days written notice  
25 served upon the CONTRACTOR if sufficient funds are not available for  
26 continuation of services.  
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           1. Stop all services under this Agreement on the date, and to the extent specified,  
2           in the Notice of Termination;
- 3           2. Continue to provide the same level of care as previously required under the  
4           terms of this Agreement until the date of termination;
- 5           3. If clients are to be transferred to another facility for services, furnish to  
6           COUNTY, upon request, all client information and documents deemed  
7           necessary by COUNTY to affect an orderly transfer;
- 8           4. If appropriate, assist COUNTY in effecting the transfer of clients in a manner  
9           consistent with the best interest of the clients' welfare;
- 10          5. Cancel outstanding commitments covering the procurement of materials,  
11          supplies, equipment and miscellaneous items. In addition, CONTRACTOR  
12          shall exercise all reasonable diligence to accomplish the cancellation of  
13          outstanding commitments required by this Agreement, which relate to personal  
14          services. With respect to these canceled commitments, the CONTRACTOR  
15          agrees to provide a written plan to Director (or his designee within thirty (30)  
16          days for settlement of all outstanding liabilities and all claims arising out of  
17          such cancellation of commitments. Such plan shall be subject to the approval  
18          or ratification of the COUNTY, which approval or ratification shall be final for  
19          all purposes of this clause;
- 20          6. Transfer to COUNTY and deliver in the manner, at the times, and to the  
21          extent, if any, as directed by COUNTY, any equipment which, if the  
22          Agreement had been completed, would have been required to be furnished to  
23          COUNTY; and  
24  
25  
26  
27  
28

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 TREATMENT SERVICES  
25 2130 E FOURTH STREET, SUITE 200  
26 SANTA ANA, CA 92705

23 COUNTY:

24 RIVERSIDE COUNTY  
25 BOARD OF SUPERVISORS  
26 4080 LEMON STREET  
27 RIVERSIDE, CA 92501  
28



EXHIBIT A

CONTRACTOR NAME: OLIVE CREST TREATMENT SERVICES

DEPT ID/PROGRAM: 4100205293/83550

MENTAL HEALTH SERVICES

<u>MODE OF SERVICE</u>	<u>SERVICE FUNCTION</u>
Outpatient Services	Assessment Services
Outpatient Services	Individual Therapy
Outpatient Services	Group Therapy
Outpatient Services	Medication Services
Outpatient Services	Crisis Intervention Services
Outpatient Services	Collateral Services

I. SCOPE OF SERVICES:

CONTRACTOR shall provide a full range of services including assessment, individual therapy, group therapy, medication support, crisis intervention, and collateral services to minors and their families in the greater Riverside area.

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.
5. Collateral services.

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

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

14 CONTRACTOR will provide the following services in accordance with Welfare and  
15 Institutions Code 5600 et. Seq. and identified herein as listed below.

16 **1. Crisis Intervention:**

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

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

1                   2.       Medication Evaluation and Monitoring:

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

9                   Services may be either face-to-face or by telephone with the patient/client or  
10                  significant support persons. Services include: evaluating the need for  
11                  medication, regular clinical follow-ups to determine clinical effectiveness  
12                  and the side effects of medication; obtaining informed consent; medication  
13                  education, including, but not limited to, discussing risks, benefits and  
14                  alternatives with the patient/client or significant support persons.

15                  Only those professionals identified under Title 9, Chapter 11, Section  
16                  1840.346, as qualified to administer, dispense, and monitor these services  
17                  provide medication support services. Those professionals include:  
18                  psychiatrists, physicians, registered nurses, licensed vocational nurses,  
19                  psychiatric technicians and pharmacists.

20                  3.       Mental Health Services (Individual, Group, and Family Therapy):

21                  These are interventions designed to provide the maximum reduction of  
22                  mental disability and restoration or maintenance of functioning consistent  
23                  with the requirements for learning, development, independent living and  
24                  enhanced self-sufficiency. Services shall be directed toward achieving the  
25                  patient's/client's goals/desired results/personal milestones, and enabling  
26                  patients/clients to benefit from their Regular or Special Education Services.  
27                  For patients/clients who are seriously emotionally disturbed children and  
28                  adolescents, mental health services provide a range of services to assist the

1 patient/client to gain the social and functional skills necessary for appropriate  
2 development and social integration.

3 In order to effectively address each youth's significant deficits and symptoms  
4 related to his/her diagnosis, an individualized treatment plan will outline  
5 specific goals and objectives related to the mental health services that will be  
6 provided. Services may be either face-to-face or by telephone contact with  
7 the patient/client or significant support persons and may be provided  
8 anywhere in the community. In the unusual circumstance where the  
9 patient/client and/or significant other is not present, plan development  
10 activities hereunder may be provided without a face-to-face or telephone  
11 contact.

12 Services shall include assessment, evaluation, and collateral services;  
13 including assistance in restoring or maintaining a patient's/client's or group of  
14 patients'/clients' functional skills, daily living skills, social skills, grooming  
15 and personal hygiene skills, medication compliance, development of support  
16 systems; counseling of the patient/client and/or family; training in leisure  
17 activities integral to achieving the patient's/client's goals/desired  
18 results/personal milestones; and medication education.

19 C. TARGET POPULATION TO BE SERVED:

20 Persons to be served under this Agreement will be Riverside County Medi-Cal  
21 eligible, emotionally disturbed minors who meet medical necessity, and are residing  
22 in CONTRACTOR- operated Group Homes, Foster Family Agency Homes or youth  
23 discharged from the CONTRACTOR'S Medi-Cal Program as defined in Exhibit A of  
24 this contract. It is the responsibility of the CONTRACTOR to monitor  
25 Medi-Cal eligibility of youth served and to enter eligibility in accordance with the  
26 policies and procedures of the COUNTY'S Management Information Services.  
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1       II.    RESPONSIBILITIES OF THE CONTRACTOR:

2       CONTRACTOR shall maintain the medical records required by Sections 70747-70751 of the  
3       California Code of Regulations. Records shall be maintained in accordance with Sections  
4       51476 of Title 22 of the California Code of Regulations. In all cases documentation for  
5       medication support services and crisis intervention shall meet Medi-Cal requirements.

6       CONTRACTOR will notify COUNTY immediately in the event of: any known complaints  
7       against licensed staff; any restrictions in practice of license as stipulated to the State Bureau  
8       of Medical Quality Assurance, Community Care Licensing Division of the Department of  
9       Social Services of the State, or other State agency; any legal suits being initiated specific to  
10      the CONTRACTOR's practice; any criminal investigation of the CONTRACTOR being  
11      initiated; or any other action being instituted which affects CONTRACTOR's license or  
12      practice (for example, sexual harassment accusations). "Immediately" means no more than  
13      twenty-four (24) hours after notice of event.

14      CONTRACTOR agrees to cooperate with the COUNTY's Program Monitoring Review  
15      process, which ensures medical necessity, appropriateness, quality of care, and fiscal and  
16      administrative review. This review may include clinical record peer review, and other  
17      utilization review program monitoring practices. CONTRACTOR will cooperate with these  
18      reviews, and will furnish necessary information, subject to Federal or State confidentiality  
19      laws, and provisions of this Agreement. Additionally, COUNTY Program Managers may  
20      conduct periodic facilities reviews in order to assure the quality of facilities and care  
21      provided.

22      A.    SERVICE LOCATIONS:

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

26                               Olive Crest Treatment Services

27                               2130 E Fourth Street, Suite 200

28                               Santa Ana, CA 92705

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

5  
6 B. REFERRALS:

7 All services provided under this Agreement shall be authorized by the COUNTY and  
8 be limited to persons referred by COUNTY. Exceptions to this requirement may be  
9 authorized by COUNTY'S Contract Monitor and CONTRACTOR by written mutual  
10 agreement subject to the final approval of the DIRECTOR.

11 C. ADMISSION POLICIES:

12 CONTRACTOR certifies that its admission policies are in writing and made  
13 available to the public in accordance with Section 526, Title 9 of the California Code  
14 of Regulations.

15 D. RE-ASSESSMENT:

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

20 E. STAFFING:

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



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F. MEETINGS:

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

G. OUTCOME MEASURES:

CONTRACTOR shall participate in all requested outcome measurement including, but not limited to bi-annual State Department of Mental Health surveys or other measures requested by the COUNTY to ensure consumer satisfaction or quality of service.

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2 EXHIBIT B - MENTAL HEALTH

3 LAWS, REGULATIONS AND POLICIES

4 Services shall be provided in accordance with policies and procedures as developed  
5 by COUNTY and those Federal and State laws, regulations and policies which are  
6 applicable to the terms of this AGREEMENT, including but not limited to the following:  
7

8 General Regulations

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

10 Government Code 26227 (Contracting with County)

11 Government Code 7550 (Reports)

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

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

14 42 Code of Federal Regulation 1320d et seq (Data Handling)

15 Welfare and Institutions Code 5608 (Program Monitoring)

16 Welfare and Institutions Code 5751.2 (Staffing)

17 HIPAA 1996: Public Law 104-91

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

19 Adult System of Care

20 California Welfare and Institutions Code Sections 5689 et seq.

21 Case Management/Service Regulations

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

24 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 45 CFR Parts 160, 162 and 164 (Standards for Privacy of Individually Identifiable Health

7 Information)

8 45 CFR 205.50

9 Elderly and Dependent Adult Abuse Reporting

10 California Welfare & Institutions Code Sections 15600 et seq.

11 Health Care Facilities

12 California Code of Regulations, Title 22, Division 5 (Social Security, Licensing and

13 Certification of Health Facilities, Home Health Agencies, Clinics, and Referral Agencies)

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

15 Homeless Mentally Disabled

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

17 California Welfare & Institutions Code Section 5680 et seq.

18 Life Support

19 California Welfare & Institutions Code Section 4075 to 4078

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

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

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1        Medication Protocol

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

4        Riverside County Mental Health “Medication Guidelines” Publication

5        Minors in Health Care Facilities

6        California Welfare & Institutions Code Section 5751.7

7        Negotiated Net Amount and Negotiated Net Agreements

8        California Welfare and Institutions Code Sections 5705 to 5716

9        Non Discrimination

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

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

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

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

14       Patients Rights

15       California Welfare & Institutions Code Sections 5325 et seq.

16       California Code of Regulations, Title 22, Section 70707

17       Policies

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

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

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

22       County and Departmental policies, as applicable to this Agreement

23       Quality Assurance

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

2 Short-Doyle/Medi-Cal

3 California Code of Regulations, Title 22, Division 3

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

6 Welfare and Institutions Code 5250 (Hearing Procedure)

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

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

10 Social Rehabilitation Programs

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

12 Special Education Pupils (AB 3632)

13 California Welfare & Institutions Code Section 18350 et seq.

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

15 Voter Registration

16 National Voter Registration Act of 1993

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22 Rev. 01/30/07 kds

**EXHIBIT C**  
**REIMBURSEMENT & PAYMENT**

**CONTRACTOR NAME:** OLIVE CREST TREATMENT CENTER MEDI-CAL  
**PROGRAM NAME:** OLIVE CREST  
**DEPARTMENT ID:** 4100205293.83550

**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 (1/12<sup>th</sup>), 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 \$50,000 subject to  
26 availability of applicable Federal, State, local and/or COUNTY funds.

27 **C. BUDGET:**

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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 30<sup>th</sup>). 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 (1/12<sup>th</sup>) 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 (5<sup>th</sup>) 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 (5<sup>th</sup>) 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

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

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

9 I. COST REPORT:

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

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

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

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

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

28 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



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

3 J. BANKRUPTCY:

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

10 K. AUDITS:

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

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

12 L. TRAINING:

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

22 Rev. 14/15

## CERTIFICATION OF CLAIMS AND PROGRAM INTEGRITY FORM

<b>Billing/Service Period:</b>		<b>Amount Certified:</b>	
<b>DeptID:</b>			
<b>Provider Name:</b>			
<b>Contract Name/Region:</b>			
<b>Service Location (Address):</b>			
<b>RU's Certified:</b>			
<b>Bill Enumerator:</b>			

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

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

\_\_\_\_\_  
 Signature of Authorized Provider

\_\_\_\_\_  
 Printed Name of Authorized Provider

Date: \_\_\_\_\_

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

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

\_\_\_\_\_  
 Signature of Authorized Provider

\_\_\_\_\_  
 Printed Name of Authorized Provider

Date: \_\_\_\_\_



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 Oak Grove, 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: [Signature]  
Tammy Wilson  
Print Name  
Date: 5/8/14

**COUNTY**

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

**COUNTY COUNSEL:**

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

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By: [Signature]  
DEPUTY

OCT 07 2014 3-21

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EXHIBIT A

EXHIBIT B

EXHIBIT C

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 1, 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 [www.oakgrove.org](#). CONTRACTOR shall  
2 be responsible for making sure that their organization is in full compliance with all  
3 applicable Federal, State, County or local salary restrictions in conjunction with  
4 performing the services herein.

5  
6 C. Union Organizing

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

20  
21  
22 D. Lobbying And Restrictions And Disclosures Certification

23  
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 E. Any audit exception resulting from an audit conducted by any duly authorized  
6 representative of the Federal Government, the State or County shall be the  
7 responsibility of the CONTRACTOR. Any audit disallowance adjustments may be  
8 paid in full upon demand or withheld at the discretion of the DIRECTOR against  
9 amounts due under this Agreement or previous year's Agreement(s).

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

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

21  
22  
23  
24  
25 V

26 STATUS OF CONTRACTOR:

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

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

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

23 D. Vehicle Liability

24 If CONTRACTOR uses any vehicles or mobile equipment in the performance of the  
25 obligations under this Agreement, CONTRACTOR shall maintain liability insurance for  
26 all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per  
27 occurrence combined single limit. If such insurance contains a general aggregate limit, it  
28

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.  
17  
18  
19

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.  
26  
27  
28

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

12  
13 3. The CONTRACTOR shall cause their insurance carrier(s) to furnish the County of  
14 Riverside with 1) a properly executed original Certificate(s) of Insurance and  
15 certified original copies of Endorsements effecting coverage as required herein; or,  
16 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide  
17 original Certified copies of policies including all Endorsements and all attachments  
18 thereto, showing such insurance is in full force and effect. Further, said Certificate(s)  
19 and policies of insurance shall contain the covenant of the insurance carrier(s) shall  
20 provide no less than thirty (30) days written notice be given to the County of  
21 Riverside prior to any material modification or cancellation of such insurance. In the  
22 event of a material modification or cancellation of coverage, this Agreement shall  
23 terminate forthwith, unless the County of Riverside receives, prior to such effective  
24 date, another properly executed original Certificate of Insurance and original copies  
25 of endorsements or certified original policies, including all endorsements and  
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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  
8 CONTRACTOR shall not commence operations until the County of Riverside has  
9 been furnished original Certificate(s) of Insurance and certified original copies of  
10 endorsements or policies of insurance, including all endorsements and any and all  
11 other attachments as required in this Section.  
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.

25 XII

26 LIMITATION OF COUNTY LIABILITY:



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:

6  
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:

18  
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  
27  
28

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

22

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  
28

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 7. CONTRACTORS that are not currently accessible to people with disabilities  
5 must have a written and posted referral policy and plan developed in  
6 conjunction with the county mental health program administration and  
7 consumers must be provided with a copy of this policy.  
8  
9 8. Existing facilities must provide a current written ADA/504 (Access to  
10 Services) Plan to the County at each renewal, including a current Disability  
11 Admission and Referral Policy developed in conjunction with the County  
12 Mental Health Administration.  
13

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.  
24  
25

26 XVI

27 REPORTS:  
28

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 (5<sup>th</sup>) 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.  
17  
18

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  
27  
28



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,  
26  
27  
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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:  
16  
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