

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 11/12/14

Departmental Concurrence

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

297



FROM: Department of Mental Health

SUBMITTAL DATE:

November 13, 2014

SUBJECT: Approval of the Four Year Agreements with Victor Community Support Services, Inc. and Oasis Rehabilitation Center, Inc to Provide Prevention and Early Intervention. (District: All/All) [\$239,852 ongoing] State

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the partial year agreements with Victor Community Support Services, Inc. and Oasis Rehabilitation Center, Inc. to provide Family and Schools Together services in the amount of \$151,388 for the remainder of FY 2014/2015 year, which contains an option to renew the agreements for three additional one-year periods;
2. Authorize the Chairman of the Board to sign the agreements with Victor Community Support Services, Inc. (\$93,636) and Oasis Rehabilitation Center, Inc. (\$57,752); and
3. Authorize the Purchasing Agent in accordance with Ordinance 459, to increase or decrease the contract maximum obligation of the agreements by no more than 10%, to sign amendments that do not change the substantive terms of these agreements and to sign annual renewals up to \$239,852 (+/- 10%), based on the availability of funding through June 30, 2018.

(Continued on Page 2)

JW:LS

Jerry Wengerd
 Jerry Wengerd, Director
 Department of Mental Health

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 151,388	\$ 239,852	\$ 870,944	\$ 239,852	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: 100% State

Budget Adjustment: no
 For Fiscal Year: 14/15 – 17/18

C.E.O. RECOMMENDATION: APPROVE

BY: *Jennifer L. Sargent*
 Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Stone, Benoit and Ashley
 Nays: None
 Absent: Tavaglione
 Date: November 24, 2014
 xc: Mental Health, Purchasing

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

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

Prev. Agn. Ref.: 3-37 of 06/17/14 | District: All/All | Agenda Number:

3-74

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

FORM 11: Approval of the Four Year Agreements with Victor Community Support Services, Inc. and Oasis Rehabilitation Center, Inc to Provide Prevention and Early Intervention. (District: All/All) [\$239,852 ongoing]

State

DATE:

PAGE: 2 of 2

BACKGROUND:

Summary

The Department of Mental Health's (DMH) Prevention and Early Intervention (PEI) Program is asking the Board of Supervisors to approve a seven month contract with both Victor Community Support Services, Inc. (VCSS) and Oasis Rehabilitation Center, Inc. (Oasis) to provide the evidence based practice program, Family and Schools Together (FAST). VCSS will provide services in the Western and Mid-County Regions and Oasis will provide services in the Desert Region. Both providers will serve a minimum of eighty-four (84) unduplicated families in the first fiscal year and a minimum of one hundred sixty-eight (168) unduplicated families countywide annually. A total of five hundred eighty-eight (588) unduplicated families will be served throughout Riverside County through June 30, 2018.

Impact on Citizens and Businesses

The vendors will provide the PEI program, FAST, to citizens of Riverside County who are parents with children ages 6-11, who reside in communities that are underserved, low-income, exposed to violence, trauma, and other stresses. The FAST for Parents and Children in Grades Kindergarten – 3rd Grade will focus on reducing the risk of developing mental health problems for children ages 6-11 by strengthening parenting skills, building family bonds, enhancing youth's school success, and reducing risk factors for behavioral, emotional, and social problems in high-risk children. Other goals of the program focus on teaching parents effective communication skills, building their social support network, and empowering them to be the primary prevention agent in their children(s)' life. These services are a component of the Department's system of care aimed at improving the health and safety of consumers and the community.

SUPPLEMENTAL:

Additional Fiscal Information

VCSS and Oasis combined funding is \$151,388 and is prorated at seven (7) months for Fiscal Year 2014/2015. Ongoing costs for the additional three (3) years will be \$239,852 per year with the total cost of \$870,944 for the four (4) years.

Contract History and Price Reasonableness

The Mental Health Services Act (MHSA), Three Year Plan received and filed by the Board on June 17, 2014, Item 3-37, identified the PEI program, FAST to assist individuals at risk of developing mental health problems. On November 14, 2013, DMH, through the Purchasing Department, issued Request for Proposal (RFP) # MHARC-143, FAST. The RFP was solicited to over 700 individuals representing traditional and non-traditional service providers throughout California and advertised on the Purchasing Department's website. On January 29, 2014, five (5) bids were received. The bids were evaluated by a team comprised of four (4) individuals from the DMH. After careful consideration, bidder clarification and evaluation, in accordance with the Purchasing Department Policy, it was determined that VCSS and Oasis were the most responsive to all the elements within the RFP. It is recommended that contracts be awarded to VCSS and Oasis.

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 Victor Community Support Services, Inc., hereinafter referred to as CONTRACTOR.

PREAMBLE

WHEREAS, California voters approved Proposition 63 during the November 2004 General Election. Proposition 63, the Mental Health Services Act [hereinafter "MHSA"], became effective on January 1, 2005. Through imposition of a 1% tax on personal income in excess of \$1 million, the MHSA provides the opportunity for the State to provide increased funding, personnel and other resources to support County Prevention and Early Intervention Programs and monitor progress toward statewide goals for children/youth, transitional age youth, adults, older adults, families and communities.

WHEREAS, components of the MHSA Integrated Expenditure Plan will include elements required by W&I Code Section 5847 and related regulations.

WHEREAS, the COUNTY desires to extend to the residents of Riverside County certain programs and services contemplated and authorized by the MHSA, California Welfare and Institutions Code (WIC) Section 5600 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, prepared and willing to provide; and

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

WHEREAS, these services as described in Exhibit A attached hereto, shall be provided by CONTRACTOR in accordance with the applicable State and local laws, codes and policies contained herein, 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 29 and Exhibits A, B, and C, attached hereto and incorporated herein.

CONTRACTOR

COUNTY

By: [Signature]

By: [Signature]
Jeff Stone, Chairman, Board of Supervisors

Lenny R. Verser Jr.

Date: NOV 24 2014

Print Name

Date: 11/6/14

Attest
By: [Signature]
Kecia Harper-Ihern, Clerk of the Board

FORM APPROVED COUNTY COUNSEL Page 1 of 29
BY: [Signature] 11/12/14
ERIC STOPHER DATE

Victor Community Support Services, Inc.
MHSA PEI - FAST
FY 2014/15

NOV 24 2014 374

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I

2 DESCRIPTION OF SERVICES:

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

5 II

6 PERIOD OF PERFORMANCE:

7 This Agreement shall be effective on December 1, 2014, and continue in effect through
8 June 30, 2015. The Agreement may thereafter be renewed annually, up to an additional
9 three (3) years, subject to the availability of funds.

10 III

11 REIMBURSEMENT AND PAYMENT:

12 A. In consideration of services provided by CONTRACTOR, COUNTY shall reimburse
13 CONTRACTOR in the amount and manner described in Exhibit C, attached hereto
14 and by this reference incorporated herein. The Exhibit C includes COUNTY
15 requirements for reimbursement.

16 B. CONTRACTOR shall use the Schedule I (Schedule I) for monthly claiming purposes.
17 The Budget (Attachment 1) shall be used to support the required back-up
18 documentation necessary to audit the actual cost of program related expenses. The
19 Schedule I and Budget are attached hereto and by this reference incorporated
20 herein, as a guide for the amount allocated to the program services provided.

21 IV

22 PROGRAM SUPERVISION, MONITORING AND REVIEW:

23 CONTRACTOR shall establish adequate procedures for self-monitoring and quality
24 control and assurance to ensure proper performance under this Agreement. Pursuant to
25 Welfare & Institutions Code (WIC), Section 5608, services hereunder shall be provided by
26 CONTRACTOR under the general supervision of the County Director of Mental Health,
27 hereinafter called DIRECTOR, or his authorized designee. CONTRACTOR agrees to
28 extend to DIRECTOR, his designee, the COUNTY Contract Monitoring Team, and/or to
29 authorized State representatives, the right to review and monitor CONTRACTOR'S

1 facilities, programs, policies, practices, books, records, or procedures at any reasonable
2 time. In exercising the right to review or monitor CONTRACTOR'S administrative, clinical,
3 fiscal and program components, staff, and facility(ies), the COUNTY shall enforce
4 applicable contract provisions and COUNTY policies. In exercising the right to review or
5 monitor CONTRACTOR'S administrative, clinical, fiscal and program components, staff,
6 and facility(ies), the COUNTY shall enforce applicable Agreement provisions and COUNTY
7 policies identified throughout this agreement and including those related to threats and
8 violent behavior in the workplace concerning its employees.

9 If at any time during this Agreement, the COUNTY determines CONTRACTOR is out of
10 compliance with any provision contained within this Agreement, the COUNTY may request
11 a plan of corrective action, after providing the CONTRACTOR with written notification and
12 the basis for the finding of noncompliance. Within thirty (30) days of receiving notification,
13 the CONTRACTOR shall provide a written plan of corrective action addressing the
14 noncompliance.

15 If the COUNTY accepts the CONTRACTOR'S proposed plan of corrective action, it
16 shall suspend other punitive actions to give the CONTRACTOR the opportunity to come
17 into compliance. If the COUNTY determines CONTRACTOR has failed to implement
18 corrective action, funds may be withheld or disallowed until compliance is achieved.
19 CONTRACTOR shall cooperate with any such effort by COUNTY including follow-up
20 investigation and interview of witnesses. Failure to cooperate or take corrective action as
21 may be indicated by an investigation could result in termination of this Agreement.

22 V

23 INDEPENDENT CONTRACTOR:

24 This Agreement is by and between the COUNTY and CONTRACTOR and is not
25 intended, and shall not be construed, to create the relationship of agent, servant,
26 employee, partnership, joint venture, or association, as between COUNTY and
27 CONTRACTOR. CONTRACTOR and its employees, agents and/or subcontractors shall
28 not be entitled to any benefits payable to COUNTY employees, including but not limited to
29 overtime, any retirement benefits, worker's compensation benefits, and/or injury leave or

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

21 A. Contractor shall maintain, as appropriate, the following:

- 22 1. Articles of Incorporation;
- 23 2. Amendments of Articles;
- 24 3. List of agency's Board of Directors and Advisory Board;
- 25 4. A resolution indicating who is empowered to sign all contract documents
26 pertaining to the agency;
- 27 5. By-laws and minutes of Board meetings.

1 VI

2 LICENSE(S)/CERTIFICATION(S):

3 CONTRACTOR warrants that it has all necessary licenses, permits, approvals,
4 certifications, waivers and exemptions necessary to provide services hereunder and
5 required by the laws or regulations of the United States, State of California, the County of
6 Riverside and all other appropriate governmental agencies, and agrees to maintain such
7 throughout the term of this Agreement. Examples of license(s)/certification(s) may include,
8 but may not be limited to; fire clearance, zoning permit; business license, community care
9 license and/or Medi-Cal certification, as appropriate. CONTRACTOR shall notify
10 DIRECTOR (or his designee) immediately and in writing of its inability to maintain,
11 irrespective of the tendency of an appeal, such license(s), permit(s), approval(s),
12 certification(s), waiver(s) or exemption(s).

13 VII

14 ADMINISTRATIVE CHANGE IN STATUS:

15 If, during the term of the Agreement, there is a change in CONTRACTOR'S status, a
16 detailed description of the change must be submitted to COUNTY in writing at least sixty
17 (60) days prior to the effective date of the change. A change in status is defined as a name
18 change not amounting to a change of ownership, moving a facility's service location within
19 the same region, closing a facility with services being offered in another already existing
20 contracted facility, or change in services offered without an increase to the contract
21 maximum. Other changes to the contract may result in a more formal contract amendment.
22 Involuntary changes of status due to disasters should be reported to the COUNTY as soon
23 as possible.

24 VIII

25 DELEGATION AND ASSIGNMENT:

26 CONTRACTOR may not delegate the obligations required by this Agreement, either in
27 whole or in part, without prior written consent of COUNTY. Obligations undertaken by
28 CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts,
29 provided such subcontracts are approved in writing by DIRECTOR (or his designee), meet

1 the requirements of this Agreement as they relate to the service or activity under
2 subcontract, and include any provision(s) that DIRECTOR (or his designee) may require.
3 No subcontract shall terminate or alter the responsibilities of CONTRACTOR. .

4 CONTRACTOR may not assign the rights hereunder, either in whole or in part, without
5 the prior written consent of COUNTY. Any attempted assignment or delegation in
6 derogation of this paragraph shall be void. Any change in the corporate or business
7 structure of CONTRACTOR, such as a change in ownership or majority ownership change
8 resulting in a change to the Federal Tax Id, shall be deemed an assignment for purposes of
9 this paragraph.

10 IX

11 ALTERATION:

12 The COUNTY Board of Supervisors and the COUNTY Purchasing Agent and/or their
13 designee are the only authorized COUNTY representatives, who at any time, by written
14 amendment, may make alterations to this Agreement. If any such alteration causes an
15 increase or decrease in the cost of, or the time required for the performance under this
16 Agreement, CONTRACTOR shall be modified by written amendment, accordingly.

17 Funds allocated to specific budget categories, as identified in the Schedule I, may not
18 be reallocated to another budget category without prior approval of the Mental Health
19 Services Act Manager and Supervisor and confirmed by the Mental Health Fiscal
20 Supervisor. Funds shall not exceed the total maximum obligation for the fiscal year.

21 X

22 INDEMNIFICATION:

23 CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special
24 Districts, and Departments of the County of Riverside, the State of California, their
25 respective directors, officers, Board of Supervisors, employees, agents, elected and
26 appointed officials and representatives from any liability whatsoever, based or asserted
27 upon services of CONTRACTOR, its agents, employees, or subcontractors, arising out of
28 or in any way relating to this Agreement, for property damage, bodily injury, or death or any
29 other element of damage of any kind or nature resulting from any acts or failure to act or

1 omission on the part of the CONTRACTOR, its directors, officers, agents, employees or
2 subcontractors hereunder. CONTRACTOR shall defend, at its sole expense, including but
3 not limited to attorney fees, all Agencies, Districts, Special Districts, and Departments of the
4 County of Riverside, the State of California, their respective directors, officers, Board of
5 Supervisors, employees, agents, elected and appointed officials and representatives and
6 any legal claim or action based upon such alleged acts, failure to act or omissions.

7 XI

8 INSURANCE:

9 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold
10 harmless the County of Riverside and the State of California, CONTRACTOR shall procure
11 and maintain or cause to be maintained, at its sole cost and expense, the following
12 insurance coverages during the term of this Agreement.

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

20 B. Commercial General Liability: Commercial General Liability insurance coverage,
21 including but not limited to, premises liability, contractual liability, completed
22 operations, personal and advertising injury covering claims which may arise from or
23 out of CONTRACTOR'S performance of its obligations hereunder, whether such
24 operations, use or performance by CONTRACTOR, and, including but not limited to,
25 any subcontractor, vendor, or anyone employed directly or indirectly by them or
26 volunteers serving either of them. Policy shall name all Agencies, Districts, Special
27 Districts, and Departments of the County of Riverside, the State of California, their
28 respective directors, officers, Board of Supervisors, employees, elected and
29 appointed officials, agents or representatives as Additional Insureds. Policy's limit of

1 liability shall not be less than \$1,000,000 per occurrence combined single limit. If
2 such insurance contains a general aggregate limit, it shall apply separately to this
3 agreement or be no less than two (2) times the occurrence limit.

4 C. Vehicle Liability: If CONTRACTOR uses any vehicles or other motorized mobile
5 equipment in the performance of the obligations under this Agreement,
6 CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired
7 vehicles in an amount not less than \$1,000,000 per occurrence combined single
8 limit. If such insurance contains a general aggregate limit, it shall apply separately
9 to this agreement or be no less than two (2) times the occurrence limit. Policy shall
10 name, all Agencies, Districts, Special Districts, and Departments of the County of
11 Riverside, the State of California, their respective directors, officers, Board of
12 Supervisors, employees, elected and appointed officials, agents or representatives
13 as Additional Insureds.

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

1 G. General Insurance Provisions - All lines:

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

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

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

24 XII

25 LIMITATION OF COUNTY LIABILITY:

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

1 XIII

2 WARRANTY AGAINST CONTINGENT FEES:

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

11 XIV

12 NONDISCRIMINATION:

13 A. Employment:

- 14 1. Affirmative Action shall be taken to ensure that applicants are employed, and that
15 employees are treated during employment, without regard to their race, religion,
16 color, sex, national origin, age, sexual preference, or physical or mental
17 handicap. Such affirmative action shall include, but not be limited to the
18 following: employment, upgrading, demotion or transfer; recruitment or
19 recruitment advertising; layoff or termination; rate of pay or other forms of
20 compensation; and selection for training, including apprenticeship/internship.
21 There shall be posted in conspicuous places, available to employees and
22 applicants for employment, notices from DIRECTOR (or his designee) and/or the
23 United States Equal Employment Opportunity Commission setting forth the
24 provisions of this Section.
- 25 2. All solicitations or advertisements for recruitment of employment placed by or on
26 behalf of CONTRACTOR shall state that all qualified applicants will receive
27 consideration for employment without regard to race, religion, color, sex, national
28 origin, age, sexual preference, or physical/mental handicap.
- 29

- 1 3. Each labor union or representative of workers with which CONTRACTOR has a
2 collective bargaining Agreement or other contract or understanding must post a
3 notice advising the labor union or workers' representative of the commitments
4 under this Nondiscrimination Section and shall post copies of the notice in
5 conspicuous places available to employees and applicants for employment.
- 6 4. In the event of noncompliance with this section or as otherwise provided by State
7 and Federal law, this Agreement may be terminated or suspended in whole or in
8 part and CONTRACTOR may be declared ineligible from further contracts
9 involving federal, state or COUNTY funds.

10 B. Services, Benefits, and Facilities:

- 11 1. CONTRACTOR shall not discriminate in the provision of services, the allocation
12 of benefits, or in the accommodation in facilities on the basis of color, race,
13 religion, national origin, gender, age, sexual preference, marital status,
14 physical/mental handicap in accordance with Title VI of the Civil Rights Act of
15 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations
16 promulgated pursuant thereto, and as otherwise provided by State law and
17 regulations, as all may now exist or be hereafter amended or changed.
- 18 2. CONTRACTOR shall further establish and maintain written procedures under
19 which any person, applying for or receiving services hereunder, may seek
20 resolution from CONTRACTOR of a complaint with respect to any alleged
21 discrimination in the provision of services by CONTRACTOR'S personnel. Such
22 procedures shall also include a provision whereby any such person, who is
23 dissatisfied with CONTRACTOR'S resolution of the matter, shall be referred by
24 CONTRACTOR to DIRECTOR, or his authorized designee, for the purpose of
25 presenting his or her complaint of alleged discrimination. Such procedures shall
26 also indicate that if such person is not satisfied with COUNTY'S resolution or
27 decision with respect to the complaint of alleged discrimination, he or she may
28 appeal the matter to the appropriate federal or state agencies. CONTRACTOR
29 will maintain a written log of complaints for a period of seven (7) years.

1 XV

2 REPORTS/RESEARCH PROTOCOL:

- 3 A. CONTRACTOR must adhere to the reporting requirements as mandated by law. The
4 COUNTY shall provide instruction and direction regarding County policies and
5 procedures for meeting reporting requirements.
- 6 B. CONTRACTOR shall provide the COUNTY with applicable reporting documentation
7 as specified in the Research Protocol, attached hereto and by this reference
8 incorporated herein. COUNTY may provide additional instructions on reporting
9 requirements as required by COUNTY or State guidelines. COUNTY may provide
10 additional instructions on reporting requirements.
- 11 C. CONTRACTOR shall participate in the COUNTY'S Management Information System
12 (MIS) as required by the DIRECTOR, or his designee. CONTRACTOR is required to
13 report program, individuals served and staff data about the CONTRACTOR'S
14 program and services, by the fifth (5th) working day of each month for the prior
15 month.
- 16 D. Any change in administrator of the facility shall be reported to COUNTY. Such
17 notification shall include the new administrator's name, address and qualifications.

18 XVI

19 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

20 CONTRACTOR is subject to all relevant requirements contained in the Health
21 Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted
22 August 21, 1996, and the laws and regulations promulgated subsequent thereto.
23 CONTRACTOR hereto agrees to cooperate in accordance with the terms and intent of this
24 Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under
25 this Law.

26 XVII

27 CONFIDENTIALITY OF PARTICIPANT INFORMATION:

28 CONTRACTOR shall maintain the confidentiality of all participant identifying information
29 contained in records, including but not limited to participant records/charts, billing records,

1 research and participant identifying reports, and the COUNTY'S participant management
2 information system (MIS) in accordance with WIC Sections 14100.2 and 5328 et seq, Title
3 42 Code of Federal Regulations, Section 431.300 et seq., Section 1320 D et seq, of Title
4 42, United States Code and it's impending regulations (including but not limited to Title 45,
5 CFR, Parts 142, 160, 162, 164) and all other applicable current or future COUNTY, State
6 and Federal laws, regulations, ordinances and directives relating to confidentiality and
7 security of participant records and information.

- 8 A. The CONTRACTOR shall protect from unauthorized disclosure, confidential
9 participant identifying information obtained or generated in the course of providing
10 services pursuant to this Agreement except for non-identifying statistical information.
11 The CONTRACTOR shall not use identifying information for any purpose other than
12 carrying out the CONTRACTOR'S obligations under this Agreement.
- 13 B. The CONTRACTOR shall not disclose confidential participant identifying information
14 except as authorized by participant, participants' legal representative or as permitted
15 by Federal or State law, to anyone other than the COUNTY or State without prior
16 valid authorization from the participant or participants' legal representative in
17 accordance with State and Federal laws. Any disclosures made shall be logged and
18 the log maintained in accordance with State and Federal law.
- 19 C. If CONTRACTOR receives any requests by subpoena, from attorneys, insurers or
20 beneficiaries for copies of bills, CONTRACTOR will provide the COUNTY with a
21 copy of any document released as a result of such request, and will provide the
22 name, address and telephone number of the requesting party.
- 23 D. For purposes of the above paragraphs, identifying information is considered to be
24 any information that reasonably identifies an individual and their past, present, or
25 future physical or mental health condition. This includes, but is not limited to, any
26 combination of the person's name, address, Social Security Number, date of birth,
27 identifying number, symbol, or other particular identifier assigned to the individual,
28 such as finger or voice print, or photograph.

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

Mental Health Compliance Officer
Riverside County Department of Mental Health
P.O. Box 7549
Riverside, CA 92513

F. Safeguards: The CONTRACTOR shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, or transmits on behalf of COUNTY; and to prevent use or disclosure of PHI other than as provided for by this Agreement. CONTRACTOR shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the CONTRACTOR's operations and the nature and scope of its activities. CONTRACTOR shall provide COUNTY with information concerning such safeguards as COUNTY may reasonably requests from time to time.

G. The CONTRACTOR shall implement strong access controls and other security safeguards and precautions as noted in the following to restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users

1 only. The CONTRACTOR shall enforce administrative and technical password
2 controls on all systems used to process or store confidential, personal, or sensitive
3 data.

4 H. The CONTRACTOR shall utilize a commercial encryption solution that has received
5 FIPS 140 –2 validation to encrypt all confidential, personal, or sensitive data stored
6 on portable electronic media (including, but not limited to, CDs, thumb drives) and on
7 portable computing devices (including, but not limited to, laptop and notebook
8 computers).

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

13 J. Mitigation of Harmful Effects. The CONTRACTOR shall mitigate, to the extent
14 practicable, any harmful effect that is known to CONTRACTOR of a use or
15 disclosure of PHI by CONTRACTOR or its subcontractors in violation of the
16 requirements of these Provisions.

17 K. The CONTRACTOR shall protect from unauthorized disclosure, confidential
18 participant identifying information obtained or generated in the course of providing
19 services pursuant to this Agreement except for non-identifying statistical information.
20 The CONTRACTOR shall not use identifying information for any purpose other than
21 carrying out the CONTRACTOR'S obligations under this Agreement. Disclaimer:
22 COUNTY makes no warranty or representation that compliance by CONTRACTOR
23 with these Provisions, HIPAA or HIPAA regulations will be adequate or satisfactory
24 for CONTRACTOR's own purposes or that any information in CONTRACTOR's
25 possession or control, or transmitted or received by CONTRACTOR, is or will be
26 secure from unauthorized use or disclosure. CONTRACTOR is solely responsible
27 for all decisions made by CONTRACTOR regarding the safeguarding of PHI.

28 L. Interpretation: The terms and conditions in these Provisions shall be interpreted as
29 broadly as necessary to implement and comply with HIPAA, the HIPAA regulations

1 and applicable State laws. The parties agree that any ambiguity in the terms and
2 conditions of these Provisions shall be resolved in favor of a meaning that complies
3 and is consistent with HIPAA and the HIPAA regulations.

4 M. CONTRACTOR shall require all its officers, employees, associates, and agents
5 providing services hereunder to acknowledge, in writing, understanding of and
6 Agreement to comply with said confidentiality provisions.

7 XVIII

8 RECORDS:

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

22 A. Program Participant Records. CONTRACTOR shall adhere to the authority of
23 COUNTY, the State Department of Health Care Services, the State Department of
24 Oversight and Accountability. CONTRACTOR shall maintain adequate participant
25 records on each participant, program outcome measures, and records of service
26 provided by the various staff in sufficient detail to make an evaluation of the
27 effectiveness of the program services.

28 B. Financial Records. CONTRACTOR shall maintain complete financial records that
29 clearly reflect the cost of each type of service for which payment is claimed. Any

1 apportionment of costs shall be made in accordance with generally accepted
2 accounting principles and shall evidence proper audit trails reflecting the true cost of
3 the services rendered. Statistical data shall be kept and reports made as required
4 by the DIRECTOR, or his designee, and the State of California. All such records
5 shall be available for inspection by the designated auditors of COUNTY or State at
6 reasonable times during normal business hours.

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

10 D. Participant Record Retention. Participant records shall be maintained and retained
11 by CONTRACTOR for a minimum of seven (7) years.

12 E. Shared Records/Information. CONTRACTOR and COUNTY shall maintain a
13 reciprocal shared record and information policy, which allows for sharing of
14 participant records and information between CONTRACTOR and COUNTY. Either
15 COUNTY or CONTRACTOR shall not release these participant records or
16 information to a third party without a valid authorization.

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

25 XIX

26 STAFFING:

27 CONTRACTOR shall comply with the staffing expectations as required by state
28 licensing requirements and as may be additionally described in Exhibit A. Such personnel
29 shall be qualified, holding appropriate license(s)/certificate(s) for the services they provide

1 in accordance with the WIC Section 5751.2, the requirements set forth in Title 9 of the
2 California Code of Regulations (CCR), the Business and Professions Code, State
3 Department of Health Care Services policy letters, and any amendments thereto.
4 CONTRACTOR shall maintain specific job descriptions/duty statements for each position
5 describing the assigned duties, reporting relationship, and shall provide sufficient detail to
6 serve as the basis for an annual performance evaluation. Furthermore, CONTRACTOR
7 acknowledges all its officers; employees, associates, and agents providing services
8 hereunder are eligible for reimbursement for said services by their exclusion from the
9 Federal "List of Excluded Parties" registry.

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

12 1. A list of persons who are providing services hereunder by name, title,
13 professional degree, licensure, experience, credentials, Cardiopulmonary
14 Resuscitation (CPR) training, First Aid training, languages spoken,
15 Race/Ethnicity with an option to select "Prefer Not to Say" and any other
16 information deemed necessary by the Director or designee.

17 2. Personnel policies and procedures;

18 a. Personnel file for each staff member (including subcontractors, as approved
19 by COUNTY and volunteers) that includes at minimum the following:

20 b. Resume/application, proof of current licensure, certification, registration;

21 c. List of Training, including cultural competency;

22 d. Annual job performance evaluation; and,

23 e. Personnel action document for each change in status of the employee.

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

26 C. CONTRACTOR shall institute and maintain a training program in which professional
27 and other appropriate personnel shall participate.

28 D. CONTRACTOR shall have appropriate staff trained and/or certified in CPR, First
29 Aid, Emergency/Disaster Planning, non-violent crisis intervention, de-escalation of

1 agitation and potential violence, and procedures to protect both staff and the
2 participants from violent behavior.

3 E. Training plans shall be documented and discussed with staff. Continuing
4 development of staff expertise shall be encouraged.

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

11 G. In accordance with section 6032 of the Deficit Reduction Act of 2005, Contractor
12 shall establish and disseminate written policies for all employees that include
13 detailed information about the False Claims Act and the other provisions named in
14 section 1902(a)(68)(A). Included in these written policies shall be detailed
15 information about contractor's policies and procedures for detecting and preventing
16 fraud, waste, and abuse in federal, state and local health care programs. Contractor
17 shall also include in any employee handbook a specific discussion of the laws
18 described in the written policies, the rights of employees to be protected as
19 whistleblowers, and a specific discussion of Contractor's policies and procedures for
20 detecting and preventing fraud, waste and abuse.

21 H. CONTRACTOR shall follow all Federal, State and County policies, laws and
22 regulations regarding Staffing and/or Employee compensation. All payments or
23 compensation made to CONTRACTOR Staff, Personnel and/or Employees in
24 association with the fulfillment of this agreement shall be made by means of Staff,
25 Personnel and/or Employee Certified Payroll or other auditable documentation
26 justifying the payment or compensation.

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3 CULTURAL COMPETENCY:

4 CONTRACTOR shall provide services pursuant to this Agreement in a culturally
5 competent manner by recruiting, hiring and maintaining staff that can deliver services in the
6 manner specified to the diverse cultural population served under this Agreement.
7 CONTRACTOR shall provide services in a language appropriate and culturally sensitive
8 manner, in a setting accessible to diverse communities. Multi-cultural diversity includes,
9 but is not limited to, ethnicity, age, sexual preference, gender and persons who are
10 physically challenged. CONTRACTOR shall document its efforts to provide culturally
11 adaptive services in the manner specified. Documentation may include, but not be limited
12 to, the following: records in personnel files attesting to efforts made in recruitment and
13 hiring practices; participation in COUNTY sponsored and other cultural competency
14 training; the availability of literature in multiple languages/formats as appropriate; and
15 identification of measures taken to enhance accessibility for, and sensitivity to,
16 mentally/physically challenged individuals. CONTRACTOR shall demonstrate program
17 access; linguistically appropriate and timely program service delivery; staff training; and
18 organizational policies and procedures related to the programs offered to culturally diverse
19 populations. CONTRACTOR shall perform specific outcome studies, on-site reviews and
20 written reports as requested by COUNTY and make available to the COUNTY upon
21 request. CONTRACTOR shall provide services that meet the individual cultural needs of
22 the participant(s) served. CONTRACTOR shall ensure culturally competent services
23 includes:

- 24 A. A comprehensive management strategy to address culturally and linguistically
25 appropriate services, including strategic goals, plans, policies, procedures, and
26 designated staff responsible for implementation.
- 27 B. Appropriate interventions which acknowledge specific cultural influences.
- 28 C. CONTRACTOR agrees to comply with the COUNTY'S Cultural Competency Plan as
29 set forth in the Department's approved Cultural Competency Plan. The Cultural
Competency Plan may be obtained from the department's website at

1 <http://rcdmh.org/> or by contacting the COUNTY'S Cultural Competency Manager or
2 designee.

3 Riverside County Department of Mental Health Cultural Competency Program

4 P.O. Box 7549

5 Riverside, California 92513

6 Attention: Cultural Competency Manager

7 Fax: 951-955-7206

8 D. CONTRACTOR agrees to meet with COUNTY'S Cultural Competency Program
9 Manager, as needed, to provide technical assistance in determining and
10 implementing cultural competency activities.

11 E. CONTRACTOR will be responsible for participating in cultural competency trainings
12 as required by the COUNTY'S Cultural Competency Plan. In order to attend the
13 COUNTY offered trainings, CONTRACTOR must register on-line through the
14 department's training unit.

15 F. CONTRACTOR is responsible for reporting back to the COUNTY, annually in
16 writing, all cultural competency related trainings that staff members have attended.

17 The following format is recommended:

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

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27 G. CONTRACTOR training information shall be submitted via facsimile to 951-955-
28 7206 to the attention of the COUNTY Cultural Competency Program Manager on or
29 before June 30 of each fiscal year.

1 XXI

2 INFORMING MATERIALS

3 CONTRACTOR shall provide each participant with certain informing materials about the
4 program being provided and what outcomes shall be experienced by participating in the
5 PEI Program. CONTRACTOR's stationery/letterhead and informing materials used for
6 communication associated with COUNTY's Family and Schools Together program shall
7 indicate that funding for the services is provided in whole or in part by the Riverside County
8 Department of Mental Health (RCDMH), Mental Health Services Act (MHSA), Prevention
9 and Early Intervention (PEI).

10 XXII

11 CONFLICT OF INTEREST:

12 CONTRACTOR shall not employ any COUNTY employee whose position at COUNTY
13 enables him/her to influence the award of this Agreement or any competing Agreement,
14 and no spouse or economic dependent of such employee in any capacity herein, or in any
15 other direct or indirect financial interest in this Agreement.

16 XXIII

17 WAIVER OF PERFORMANCE:

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

21 XXIV

22 FEDERAL AND STATE STATUTES:

23 CONTRACTOR shall adhere to and comply with all other applicable Federal and State
24 statutes and regulations, including but not limited to the applicable laws and regulations
25 listed in Exhibit B.

26 XXV

27 DRUG-FREE WORKPLACE CERTIFICATION:

28 By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury
29 under the laws of the State of California that the CONTRACTOR will comply with the

1 requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et
2 seq.) and will provide a drug-free workplace doing all of the following.

- 3 A. Publish a statement notifying employees that unlawful manufacture, distribution,
4 dispensation, possession, or use of controlled substances is prohibited and
5 specifying actions to be taken against employees for violations, as required by
6 Government Code Section 8355 (a).
- 7 B. Establish a Drug-Free Awareness Program as required by Government Code
8 Section 8355 (a) to inform employees about all of the following:
- 9 1. The dangers of drug abuse in the workplace;
 - 10 2. The CONTRACTOR'S policy of maintaining a drug-free workplace;
 - 11 3. Any available counseling, rehabilitation, and employee assistance programs;
 - 12 and,
 - 13 4. Penalties that may be imposed upon employees for drug abuse violations.
- 14 C. Provide as required by Government Code Section 8355 (a) that every employee who
15 works in the program(s) funded through this Agreement:
- 16 1. Will receive a copy of the CONTRACTOR'S drug-free policy statement, and
 - 17 2. Will agree to abide by the terms of the CONTRACTOR'S statement as a
18 condition of employment on the Agreement.
- 19 D. Failure to comply with these requirements may result in suspension of payments
20 under the Agreement or termination of the Agreement or both and the
21 CONTRACTOR may be ineligible for award of future contracts if the COUNTY
22 determines that any of the following has occurred:
- 23 1. The CONTRACTOR has made a false certification or,
 - 24 2. Violates the certification by failing to carry out the requirements as noted above.

25 XXVI

26 TERMINATION PROVISIONS:

- 27 A. Either party may terminate this Agreement without cause, upon sixty (60) days
28 written notice served upon the other party.
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- B. The COUNTY may terminate this Agreement upon thirty (30) days written notice served upon the CONTRACTOR if sufficient funds are not available for the continuation of services.
- C. The COUNTY reserves the right, to terminate the Agreement without warning at the discretion of the Director or designee, when CONTRACTOR has been accused and/or found to be in violation of any County, State, or Federal laws and regulations.
- D. The COUNTY may terminate this Agreement with (30) days written notice due to a change in status, or delegation, assignment or alteration of the Agreement.
- E. The COUNTY may terminate this Agreement immediately if, in the opinion of the Director of Mental Health, CONTRACTOR fails to provide for the health and safety of participant(s) served under this Agreement. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper to the COUNTY.
- F. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY may take one or more of the following actions as appropriate:
 - 1. Temporarily withhold payments pending correction of the deficiency.
 - 2. Disallow (deny funds) for all or part of the cost or activity not in compliance.
 - 3. Wholly or partially suspend or terminate the Agreement and if necessary, request repayment to COUNTY if any disallowance is rendered after audit findings.
- G. After receipt of the Notice of Termination, pursuant to Paragraphs A, B, C, D, E or F above, or the CONTRACTOR is notified that the Agreement will not be extended beyond the performance period date, it is agreed that:
 - 1. CONTRACTOR shall:
 - a. Continue to provide the same level of service as previously required under the terms of this Agreement until the date of termination
 - b. Stop all services under this Agreement on the date, and to the extent specified, in the Notice of Termination;

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- c. If participants are to be transferred to another program for services, furnish to COUNTY, upon request, all participant information and documents deemed necessary by COUNTY to affect an orderly transfer;
- d. If appropriate, assist COUNTY in effecting the transfer of participants in a manner consistent with the best interest of the participants' welfare;
- e. Cancel outstanding commitments covering the procurement of materials, supplies, equipment and miscellaneous items. In addition, CONTRACTOR shall exercise all reasonable diligence to accomplish the cancellation of outstanding commitments required by this Agreement. With respect to these canceled commitments, the CONTRACTOR agrees to provide a written plan to Director (or his designee) within thirty (30) days for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitments. Such plan shall be subject to the approval or ratification of the COUNTY, which approval or ratification shall be final for all purposes of this clause;
- f. Transfer to COUNTY and deliver in the manner, at the times, and to the extent, if any, as directed by COUNTY, any equipment, records or other documents which, if the Agreement had been completed, would have been required to be furnished to COUNTY; and
- g. Take such action as may be necessary, or as COUNTY may direct, for the protection and preservation of the equipment, records or other documents, related to this Agreement which is in the possession of CONTRACTOR and in which COUNTY has or may acquire an interest;

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

I. In instances where the CONTRACTOR agreement is terminated and/or allowed to expire by the COUNTY and not renewed for a subsequent fiscal year, COUNTY reserves the right to enter into settlement talks with the CONTRACTOR in order to resolve any remaining and/or outstanding contractual issues, including but not

1 limited to, financials, services, billing, cost report, etc. In such instances of
2 settlement and/or litigation, CONTRACTOR will be solely responsible for associated
3 costs for their organizations legal process pertaining to these matters including, but
4 not limited to, legal fees, documentation copies, and legal representatives.
5 CONTRACTOR further understands that if settlement agreements are entered into
6 in association with this agreement, the COUNTY reserves the right to collect interest
7 on any outstanding amount that is owed by the CONTRACTOR back to the
8 COUNTY at a rate of no less than 5% of the balance.

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

12 K. CONTRACTOR shall submit a properly prepared cost report as required by the Cost
13 Report Section found in Exhibit C of this Agreement.

14 XXVII

15 DISPUTE:

16 In the event of a dispute between a designee of the DIRECTOR and the
17 CONTRACTOR over the execution of the terms of this Agreement and/or the quality of the
18 services being rendered, the CONTRACTOR may file a written protest with the appropriate
19 Program/Regional Manager of the COUNTY. CONTRACTOR shall continue with the
20 responsibilities under this agreement during any dispute. The Program/Regional Manager
21 shall respond to the CONTRACTOR in writing within ten (10) working days. If the
22 CONTRACTOR is dissatisfied with the Program/Regional Manager's response the
23 CONTRACTOR may file successive written protests up through the Department of Mental
24 Health's administrative levels of Assistant Director-Programs, Assistant Director-
25 Administration, and (finally) DIRECTOR. Each administrative level shall have twenty (20)
26 working days to respond in writing to the CONTRACTOR. The DIRECTOR'S decision shall
27 be final.

1 XXVIII

2 SEVERABILITY:

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

9 XXIX

10 VENUE:

11 Any action at law or in equity brought by either of the parties hereto for the purpose of
12 enforcing a right or rights provided by this Agreement shall be tried in a court of competent
13 jurisdiction in the COUNTY OF RIVERSIDE, CALIFORNIA, and the parties hereby waive all
14 provisions of law providing for a change of venue in such proceedings in any other county.

15 XXX

16 NOTICES:

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

20
21 COUNTY:

22 County of Riverside
23 Board of Supervisors
24 4080 Lemon Street, 5th floor
Riverside, CA 92501

21 INFORMATIONAL COPY:

22 County of Riverside
23 Department of Mental Health
24 3801 University Avenue, Suite 400
Riverside, CA 92501

25
26 CONTRACTOR:

27 Victor Community Support Services
28 1360 East Lassen Avenue
29 Chico, CA 95973

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**EXHIBIT A
SCOPE OF WORK**

CONTRACTOR NAME: Victor Community Support Services, Inc.
PROGRAM NAME: Families and Schools Together (FAST)
DEPARTMENT I.D.: 4100221739-74720-536240

Prevention and Early Intervention Families and Schools Together (FAST)

The Prevention and Early Intervention (PEI) community planning process which included focus groups, community forums, and survey completion, resulted in the identification of prevention and early intervention needs for elementary school youth at the highest risk for the development of mental health challenges in Riverside County. COUNTY has established a program to target elementary school students and their families within Riverside County. This program includes the provision of an evidence-based practice that includes the family as participants and is provided on school sites.

1.1 PROGRAM GOALS

Primary program goals for this project are to reduce risk factors and improve protective factors for elementary age youth in Riverside County in order to reduce the risk of developing mental health problems. This can be achieved by program that focuses enhancing family relationships, reducing parental and child stress, building their social support network, and empowering them to be the primary prevention agent in their children(s)' life.

1.2 TARGET POPULATION CRITERIA

The target populations to be served are families with youth who are in elementary schools attending Kindergarten through 3rd grade with priority to the following cultural populations: Hispanic, African American, Native American, Asian/Pacific Islander, Deaf/Hard of Hearing, and/or Lesbian, Gay, Bisexual, Transgender and Questioning (LGBTQ).

1.3 GEOGRAPHICAL LOCATION OF SERVICES

The target schools identified for the FAST service includes:

Western Region: Moreno Valley Unified School District - Sunnymead

1 Elementary and Armada Elementary
2 Mid County Region: Lake Elsinore Unified school District - Elsinore Elementary
3 and Lakeland Village Elementary

4 **1.4 GENERAL PROGRAM REQUIREMENTS**

5 CONTRACTOR will work cooperatively with the COUNTY, local school districts
6 and community based organizations (with expertise related to the specific
7 target community, i.e., substance abuse, mental health, domestic violence,) to
8 comprehensively address the needs of the population outlined in Section 1.2.

9 **1.5.1 School Site (s)**

- 10 a. Services will be offered to families with youth who attend
11 elementary schools (K-3, including Transitional Kinder) in the
12 targeted geographical locations listed in section 3.3 , priority given
13 to schools with the following criteria:
- 14 1. Highest rates of free and reduced lunch;
 - 15 2. Highest rates of suspensions (% suspension for violence);
 - 16 3. Highest rates of English language learners; and
 - 17 4. Highest rates of students receiving special services.
- 18 b. The school or district site(s) must provide confidential space for
19 multi-family group meetings of fourteen (14) families that can
20 accommodate structured family activities and communications,
21 parent mutual-support, parent-child play therapy activities, and
22 family meals. The facility is required to have access to a food
23 preparation and storage area where meals can be prepared for and
24 served to program participants., (ie cafeteria and classrooms).
- 25 c. Facility must have a secured location to store confidential
26 information.
- 27 d. The school district site(s) must be in compliance with all applicable
28 state and local laws and requirements, including American
29 Disabilities Act (ADA).

30 **1.5.2 Program(s)**

- 31 a. Families and Schools Together (FAST) is the program that will be

1 utilized to meet the goals identified in this RFP in section 3.1.

- 2 b. FAST will be provided by one (1) stand alone FAST team at each
3 school or district site. FAST team members will include: two (2)
4 Community Based Organization Partners (ideally from separate
5 agencies), one (1) School Partner, and one (1) Parent Partner.
6 c. There will be no charge to the program participants.

7 **1.5 PROGRAM DESCRIPTION**

8 RCDMH is seeking to offer Prevention and Early Intervention services for
9 families of youth who attend Kindergarten (including Transitional Kindergarten)
10 through the 3rd grade, in the targeted elementary schools in school districts
11 described in Section 1.3.

12 **1.5.1 General Program Type**

- 13 a. **Families and Schools Together (FAST)** – FAST is an evidence-
14 based early intervention program (EBP) that uses a multi-family
15 group format designed to build protective factors for children, to
16 empower parents to be the primary prevention agents for their own
17 children, and to build supportive parent peer to peer networks. The
18 overall goal of the FAST program is to help at-risk youth succeed in
19 the community, at home, and in school, and thus, avoid problems
20 such as adolescent delinquency, violence, addiction, and dropping
21 out of school. School personnel refer at-risk students to FAST.
22 Trained team members meet with a student's family to discuss
23 concern and invite them to participate in the program. Participants
24 attend weekly, multi-family sessions lasting approximately two and
25 a half (2½) hours. Sessions include: planned opening and closing
26 routines, a family meal, structured family activities and
27 communications, parent mutual-support time and parent-child play
28 therapy. Trained team members consisting of a parent, a parent
29 partner, a school professional, and two (2) CBO partners facilitate
30 the sessions with expertise related to specific needs of the
31 community regarding, (i.e., substance abuse, mental health,

1 domestic violence).

2 **b. Sample FAST Session**

3 **3:30pm Team Set Up/Team Planning**
4 5:00pm Registration/Collect Family Flag/ Choose
5 Family Table
6 5:00pm Family Meal
7 5:30pm FAST Hello
8 5:35pm Singing
9 5:40pm Scribbles – Family Drawing Game
10 5:55pm Family Charades
11 6:10pm Kids Time
12 6:10pm Buddy Time
13 6:25pm Parent Group
14 7:05pm Special Play
15 7:20pm Family Lottery
16 7:25pm Closing Circle/Announcements/Rain
17 7:30pm Good Byes
18 7:30-8:30pm Staff Clean Up/Team Debrief

19 c. CONTRACTOR will provide a maximum of one (1) group per week
20 per school site and will implement this program in weekly multi-
21 family group/cycle format for eight (8) sessions as prescribed by the
22 EBP. There will be a minimum of twelve (12) families enrolled to
23 begin FAST with the goal to graduate fourteen (14) families per
24 school per cycle. There will be two (2) cycles per academic year at
25 each school site with two (2) school sites per region. The
26 approximate number of families per school is 28, 56 families per
27 region. CONTRACTOR will be expected to complete one (1) cycle
28 at each school site with two (2) school sites per region for FY
29 2014/2015 due to contract starting mid-academic year. The
30 approximate number of families per school is 14, 28 families per
31 region for FY 2014/2015.

32 d. FASTWORKS is the continuation stage of the FAST program and
33 shall be provided to FAST parent graduates and is facilitated by the
34 Parent Partner and one (1) CBO partner once a month. Meeting
35 activities include but are not limited to: developing a mission
36 statement and coordinating special play. The purpose of

1 FASTWORKS is maintaining continued family involvement in
2 networking, schools and the community.

3 **1.5.2 Staffing Responsibilities and Qualifications**

4 CONTRACTOR shall ensure that the following staffing requirements,
5 which include, but are not limited to the following are met:

- 6 a. Hire staff that are culturally and ethnically representative of the
7 ethnic and gender characteristics of the individuals being served.
- 8 b. Ensure the provision of culturally competent services.
- 9 c. The four (4) FAST Team members must have attended and
10 satisfactorily completed the initial training(s) for FAST which are
11 coordinated and funded by the COUNTY.
- 12 d. Provide administrative, supervisory, and clerical support for the
13 program.
- 14 e. Ensures that FAST program maintains a minimum of 80% fidelity of
15 program components as observed by Training & Fidelity Liaison,
16 and as measured by the use of the EBP fidelity tool.
17 CONTRACTOR will comply with findings resulting from the EBP
18 fidelity tool.
- 19 f. Provide outcome measures to all program participants as outlined
20 in section 1.8.
- 21 g. Ensure that all staff and volunteers working with individuals
22 receiving service are fingerprinted (Live Scan), and pass DOJ and
23 FBI background checks.
- 24 h. Ensure that personnel are competent and qualified to provide the
25 services necessary.
- 26 i. Ensure that each team member sign a commitment letter that
27 upholds the FAST values, which include the following:
 - 28 1. Parents are capable of being the primary teachers and nurturers
29 for their own children.
 - 30 2. Families are central and critical to the children's educational
31 performance.

- 1 3. Stress and social isolation diminish parental effectiveness;
2 social support increases parental effectiveness.
- 3 4. Trusting relationships support the ability of families to access
4 resources.
- 5 5. Policies and practices of the organizations should always
6 support and include parents to enhance the parent-child
7 relationship, rather than undermined or isolate the parent from
8 his/her child.
- 9 6. Schools should be welcoming to all families.
- 10 7. Alcohol and other drug abuse keep families from succeeding.
11 Prevention, intervention, and treatment of the disease of
12 chemical dependency increases success.
- 13 8. Collaboration across systems to address the needs of all
14 children is a necessary and important role.
- 15 j. Each school district site will have one (1) FAST team. Each team
16 will include at least one (1) Parent Partner, one (1) School Partner
17 and two (2) Community Based Organization Partners.
- 18 k. Ensure the following job descriptions are filled:
- 19 **1. FAST CBO Partners (2 Total with 1 Lead) .**
- 20 i. Responsibilities:
- 21 A. Serve as a team liaison between the FAST team and the
22 CBO partners.
- 23 B. Assist with recruitment of families for the FAST program.
- 24 C. Serve as a consultant to the collaborative team in the
25 area of professional expertise, (i.e., substance abuse
26 counselor, mental health clinician, domestic violence
27 expert, or gang prevention specialist).
- 28 D. Facilitate weekly FAST sessions and attend weekly
29 planning and debriefing meetings with collaborative team.
- 30 E. May co-facilitate a parent self-help group with Parent
31 Partner.

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- F. May plan and assist with children's time.
 - G. May assist with arranging transportation for families to and from FAST sessions.
 - H. Assist with weekly follow-up as appropriate.
 - I. Facilitate referrals for services/resources as requested by parents and work directly with the parents or combine efforts with other team members.
 - J. Provide a resource table that is appropriate for each particular community.
 - K. Inform parents of and act upon legal requirements of the team regarding suspected child abuse or neglect mentioned or observed during sessions.
- ii. CBO Partner LEAD- Additional Responsibilities
- A. Provide overall management and oversight for FAST program.
 - B. Provide regular progress reports on implementation to RCDMH.
 - C. Promote FAST program through public relations with various collaborative partners.
 - D. Ensure that FAST program operates within budgetary confines and provide budgetary guidelines to FAST site and FAST team members.
 - E. Coordinate with FAST team members and purchase supplies for each FAST cycle.
 - F. Provide FAST guidelines for agency recruitment of FAST Team members.
 - G. Assist in recruitment of FAST team members.
 - H. Convene and coordinate FAST Team meetings.
 - I. Maintain ongoing communication with RCDMH FAST trainer or FAST National trainer and ensures that FAST

1 team maintains 80% fidelity of EBP as determined by the
2 training and fidelity liaison.

3 J. Ensure the completion and submission of FAST
4 evaluation forms and ensure that completed FAST cycle
5 evaluation forms are submitted to RCDMH within 3
6 weeks of the completion of each cycle.

7 K. Provide oversight of FAST team members and ensure
8 that FAST teams maintain 75% of the original members.

9 L. Coordinate with RCDMH to provide trainings for potential
10 new team members.

11 M. Respect confidentiality.

12 iii. Qualifications

13 A. Desire to build partnerships with parents to improve
14 outcomes for families and children.

15 B. Values and supports parents as the primary prevention
16 agent for their children.

17 C. Willing to work a flexible schedule in order to
18 accommodate afterschool and/or evening FAST
19 sessions.

20 D. Works well in a collaborative team environment with
21 parents, school staff and CBO partners.

22 2. FAST Parent Partner (1):

23 i. Responsibilities:

24 A. Represent families on the FAST team.

25 B. Recruitment and retention of FAST families. Must be a
26 parent of an enrolled student at selected school site.

27 C. Support parents, assist with community linkages as
28 requested and encourage parents to become actively
29 involved with FAST, their children, the school and the
30 community.

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- D. Assist with the distribution, completion and collection of parent's pre- and post-FAST evaluation forms.
 - E. Co-facilitate the FAST parent's self-help group with a CBO.
 - F. Teach and coach Special Play time along with other team members.
 - G. Support families to be a successful host for weekly FAST session family meals.
 - H. Maintain weekly communication with parents.
 - I. Facilitate referrals for services/resources as requested by parents and work directly with the parents or combine efforts with other team members.
 - J. Attend monthly FAST meetings and events.
 - K. Organize and coordinate purchasing supplies, incentives, personalized family "lottery" baskets (minimum of \$50 per basket per family) and the meals for FAST sessions.
 - L. Coordinate FAST Works sessions once a month. The budget shall not exceed \$1,200 per year (approximately \$100 per month). Any savings from any given month can be used in future months with the same fiscal year, but must be used for FAST Works only.
 - M. Respects confidentiality.
- ii. Qualifications
- A. Be representative of the families that participate in the FAST program.
 - B. Be a FAST parent graduate (after the first session at a new FAST site).
 - C. Be able to relate well and communicate with parents, school personnel and CBO partners.
 - D. Have a working telephone.
 - E. Have reliable/accessible transportation.

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3 3. FAST School Partner (1):

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i. Responsibilities:

A. Serve as team liaison between the FAST team and school personnel.

B. Provide an in-service training for school personnel about the FAST program and introduce FAST team to the school principal.

C. Assist with the members initial recruitment process of the FAST program by presenting FAST to children in class.

D. Conduct initial contact with parents about the FAST program and obtain a release for FAST recruitment visit.

E. Assure that all pre-test Teacher data is collected for each child before the first FAST session.

F. Serve as Kid's Time coordinator during multi-family FAST sessions. Kid's Time Coordinator shall plan and supervise activities, and monitor volunteers working with children.

G. With Parent Partner, maintain weekly communication with parents.

H. Facilitate referrals for services/resources as requested by parents and work directly with the parents or combine efforts with other team members.

I. With collaborative team, facilitate the weekly FAST sessions.

ii. Qualifications

A. Must be a paid school employee at the designated school site, (i.e.; teacher, counselor, social worker, support staff, etc.) and report to the FAST team and School Principal.

B. Desirous of developing partnerships between families and the school.

1 C. Values and supports parents as the primary prevention
2 agent for their children.

3 D. In order to accommodate afterschool and/or evening
4 FAST sessions.

5 E. Works well in a collaborative team environment.

6 **1.6 REGULATORY COMPLIANCE**

7 CONTRACTOR shall:

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

12 2. Participate in the COUNTY annual contract monitoring as well as more
13 frequent program reviews. Any associated COUNTY Manager, Supervisor,
14 or their Designee, with proper identification, shall be allowed to enter and
15 inspect the facility.

16 3. Submit monthly documentation to COUNTY as outlined by COUNTY.

17 4. Maintain at all times appropriate licenses and permits to operate the
18 programs pursuant to State laws and local ordinances.

19 **1.7 DOCUMENTATION OF SERVICES**

20 CONTRACTOR shall maintain appropriate records documenting all of the
21 services provided through the contract. All confidential information shall be
22 stored in a locked space. The documentation of staffing, payroll, other program
23 costs, and program activities shall clearly indicate program staff time. These
24 records shall conform to the requirements of the Mental Health Oversight and
25 Accountability Commission and the Riverside County Department of Mental
26 Health. These records shall include, but are not limited to:

27 1. The CONTRACTOR shall maintain a log of referrals.

28 2. Documentation of participants, dates, and locations. Copies of material that
29 is presented/discussed. This may include screening documentation, sign-in
30 sheets, as well as contact notes.

31 3. Documentation of outreach efforts on a monthly basis.

- 1 4. Submit schedule of FAST cycle to RCDMHD 4 weeks prior to start day.
- 2 5. Monthly contract report, as outlined by COUNTY, shall be submitted to
- 3 COUNTY. This monthly report shall summarize CONTRACTOR activities.
- 4 6. All records maintained by the CONTRACTOR on behalf of COUNTY are the
- 5 property of COUNTY.
- 6 7. Other requirements may be determined as the Prevention and Early
- 7 Intervention plan is implemented.
- 8 8. Data entry into the County Management Information System (MIS).

9 **1.8 PERFORMANCE OUTCOMES**

- 10 1.8.1 Each provider as well as administrative personnel has received the
- 11 RCDMH Research Protocol which includes the outcome measures as
- 12 well as all other documentation requirements. The utilization of the
- 13 outcome measures and forms is mandatory. The measures are subject
- 14 to change. Compliance with the timelines for submitting documentation
- 15 is required. Failure to comply with Performance Outcomes or
- 16 performance based criteria could result in a disallowance of funds, as
- 17 well as failure to comply with submitting performance outcome
- 18 measurement tools will result in withholding funds until documents are
- 19 received.
- 20 1.8.2 Pre-evaluations will be to be submitted to RCDMH two (2) weeks after
- 21 the date of Session 2. Post evaluations will be submitted two (2)
- 22 weeks after date of Session 8.
- 23 1.8.3 Goals, Outcome Measurement Tools and Outcome Expectations:
- 24 a. Upon completing the program, CONTRACTOR will measure family
- 25 relationships with Family Environment Scale, Social Relationship
- 26 Scale, and the Self Efficacy Questionnaire with the expectation of
- 27 enhanced family relationships.
- 28 b. Upon completing the program, CONTRACTOR will measure social,
- 29 emotional, behavioral, and developmental problems in children
- 30 using the Strengths and Difficulty questionnaire Parent and

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Teacher report with the expectation of a reduction of problematic behaviors in children.

- c. Upon completing the program, CONTRACTOR will measure parental involvement using the "Parental Involvement in Education Questionnaire" with the expectation of an increase in parental involvement.
- d. Upon completing the program, CONTRACTOR will measure parental and child daily life stress using the "Social Support Questionnaire and the Reciprocal Support Questionnaire" with the increase in social support.

1.8.4 Performance-Based Criteria:

- a. RCDMH shall evaluate CONTRACTOR on three (3) Performance-Based Criteria that measure the CONTRACTOR'S performance related to operational measures that are indicative of quality program administration. These criteria are consistent with the MHSA and the PEI plan. These measures assess the agency's ability to provide the required services and to monitor the quality of the services.
- b. Should there be a change in Federal, State and/or County policies/regulations, RCDMH, at its sole discretion, may amend these Performance-Based Criteria via a contract amendment.
- c. CONTRACTOR staff will participate in monthly meetings coordinated and facilitated by RCDMH related to implementation of the FAST program. These meetings are designed to assist in model adherence and in addressing any potential barriers to implementation of the EBP.

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The Performance-Based Criteria are as follows:

PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
1. CONTRACTOR will provide the FAST Program. Twenty-eight (28) unduplicated individuals per region will complete the program.	CONTRACTOR will submit all required documentation for each person participating in the program.	Twenty-eight (28) unduplicated individuals per region will complete the program. "Completed" is defined by completing 6-8 of the sessions.
2. CONTRACTOR will administer/complete appropriate outcome measure(s) included in the RCDMH Research Protocol.	CONTRACTOR will administer/complete appropriate outcome measures in formats and schedules designated by RCDMH.	Outcome measure(s) will be given prior to the first session and during the last session and/or at any additional intervals as determined by the evidence-based practice and by RCDMH.
3. CONTRACTOR will provide the program in line with the evidence-based program (EBP) guidelines.	Verification of staff training, utilization of EBP manuals, live observation of the program implementation, submission of video/audio recordings of program implementation, and participant focus groups.	100% of participants will receive the program consistent with the program guidelines.

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1.9 DISASTER PREPAREDNESS

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CONTRACTOR shall maintain contingency plans to continue the delivery of services in the event of a man-made or natural disaster.

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1.10 COUNTY SUPPORT AND TECHNICAL ASSISTANCE

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

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EXHIBIT B

LAWS, REGULATIONS AND POLICIES

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

General Regulations

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

Government Code 26227 (Contracting with County)

Adult System of Care

California Welfare and Institutions Code Sections 5689 et seq.

Case Management/Service Regulations

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

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

Welfare and Institutions Code 17608.05 (Maintenance of Effort)

42 Code of Federal Regulations 438.608 (Program Integrity Requirements)

California Welfare & Institutions Code Sections 5600.4 and 5699.4.

Charges and Billing (Financial Regulations)

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

1 California Welfare and Institutions Code 5704.5 & 5704.6 (Expenditure
2 Requirements)
3 Government Code 8546.7 (Audits)
4 Uniform Method of Determining Ability to Pay, State Dept. of Mental Health.
5 Centers for Medicare and Medicaid Services Manual
6 Child Abuse Reporting/Child Support
7 California Penal Code Sections 11164 – 11174.4 et seq.
8 Family Code, Section 5200 (Child Support)
9 Children System of Care
10 California Welfare and Institutions Code Section 5880 (Children System of Care)
11 Community Care Facilities
12 California Code of Regulations, Title 22, Division 6 (Social Security, Licensing of
13 Community Care Facilities)
14 Community Residential Treatment Program
15 California Welfare & Institutions Code Sections 5150 to 5152, 5600.2 to 5600.9
16 and 5672 to 5699 (Community Treatment)
17 California Welfare & Institutions Code Section 5670 et seq.
18 California Code of Regulations, Title 22, Division 6.
19 Confidentiality
20 California Welfare & Institutions Code Section 5328
21 California Welfare & Institutions Code Section 5330 (Monetary Penalties)
22 45 CFR Parts 160 and 164 (Standards for Privacy of Individually Identifiable
23 Health Information)
24 Elderly and Dependent Adult Abuse Reporting

1 California Welfare & Institutions Code Sections 15600 et seq.

2 Health Care Facilities

3 California Code of Regulations, Title 22, Division 5 (Social Security, Licensing
4 and Certification of Health Facilities, Home Health Agencies, Clinics, and
5 Referral Agencies) Homeless Mentally Disabled

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

8 California Welfare & Institutions Code Section 5680 et seq.

9 Life Support

10 California Welfare & Institutions Code Section 4075 to 4078

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

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

13 Medication Protocol

14 Riverside County Mental Health "Psychotropic Medication Protocols for Children
15 and Adolescents" Publication

16 Riverside County Mental Health "Medication Guidelines" Publication

17 Minors in Health Care Facilities

18 California Welfare & Institutions Code Section 5751.7

19 Negotiated Net Amount and Negotiated Net Agreements

20 California Welfare and Institutions Code Sections 5705 to 5716

21 Non Discrimination

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

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

1 California Code of Regulations, Title 2, Section 7285 et seq.
2 Section 504 of the Rehabilitation Act of 1973, Public Law 93-112 (Non-
3 Discrimination)

4 Patients Rights

5 California Welfare & Institutions Code Sections 5325 et seq.
6 California Code of Regulations, Title 22, Section 70707

7 Policies

8 California Code of Regulations, Title 9, Section 1810.226 (State Department of
9 Mental Health Policy Letters)
10 Harassment in the Workplace, Board of Supervisors Policy C-25
11 Workplace Violence, Threats and Security, Board of Supervisors Policy C-27
12 County and Departmental policies, as applicable to this Agreement

13 Quality Assurance

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

15 Short-Doyle/Medi-Cal

16 California Code of Regulations, Title 22, Division 3
17 California Welfare and Institutions Code Sections 5718-5724 (Reimbursement for
18 Mental Health Services)

19 Social Rehabilitation Programs

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

22 Special Education Pupils (AB 3632)

23 California Welfare & Institutions Code Section 18350 et seq.
24 California Code of Regulations, Title 2, Division 9, Chapter 1

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Voter Registration

National Voter Registration Act of 1993

Rev. 03/10/04 nae

**EXHIBIT C
REIMBURSEMENT & PAYMENT**

CONTRACTOR NAME: Victor Community Support Services, Inc.

PROGRAM NAME: Family and Schools Together

DEPARTMENT ID: 4100221739-74720-536240

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

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

2. CONTRACTOR Schedule I issued by COUNTY for budget purposes is attached hereto and incorporated herein with 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):

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

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

_____ The final year-end settlement for Net Negotiated Amount contract(s) (only) shall be based upon the Net Negotiated Amount, as approved by

1 COUNTY, and not to exceed percentage(s) or amount(s) as specified in
2 the original contract proposal received and approved by the COUNTY.

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

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

9 B. MAXIMUM OBLIGATION:

10 COUNTY'S maximum obligation for FY 2014/2015 shall be \$93,636 (including
11 start-up cost of \$3,888) subject to availability of Federal, State, local and/or
12 COUNTY funds.

13 C. BUDGET:

14 Schedule I presents (for budgetary and planning purposes only) the budget
15 details pursuant to this Agreement. Where applicable, Schedule I contains
16 department identification number (dept. id), the reporting unit (RU), billable and
17 non-billable mode(s) and service function(s), units, revenues received,
18 maximum obligation and source of funding pursuant to this Agreement.

19 D. REVENUES: If, when and/or where 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 Mental Health 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 not
25 limited to, fees for services, private contributions, grants or other funds.
26 All revenues received by CONTRACTOR shall be reported in their
27 annual Cost Report, and shall be used to offset gross cost.
- 28 2. If and when applicable, CONTRACTOR shall be responsible for
29 checking and confirming Medi-Cal eligibility for its patient(s)/client(s)
30 prior to the patient(s)/client(s) receiving services(s) and prior to services

1 being billed in order to ensure proper billing or Medi-Cal eligible services
2 for all applicable patient(s)/clients(s).

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

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

18 6. CONTRACTOR is obligated to collect from the client any Medicare co-
19 insurance and/or deductible if the site is Medicare certified.
20 CONTRACTOR is required to clear any Medi-Cal Share of Cost amount
21 (s) with the State. CONTRACTOR is obligated to attempt to collect the
22 cleared Share of Cost amount (s) from the client. CONTRACTOR must
23 notify the COUNTY in writing of cleared Medi-Cal Share of Cost (s)
24 within seventy two (72) hours (excluding holidays) of the
25 CONTRACTOR'S received notification from the State. Patients/clients
26 with share of cost Medi-Cal shall be charged their monthly Medi-Cal
27 share of cost in lieu of their annual liability. Medicare clients will be
28 responsible for any co-insurance and/or deductible for services rendered
29 at Medicare certified sites.

30 7. If and when applicable, all other clients will be subject to an annual
31 sliding fee schedule by CONTRACTOR for services rendered, based on

1 the patient's/client's ability to pay, not to exceed the CONTRACTOR'S
2 actual charges for the services provided. In accordance with the State
3 Department of Mental Health's Revenue Manual, CONTRACTOR shall
4 not be penalized for non-collection of revenues provided that reasonable
5 and diligent attempts are made by the CONTRACTOR to collect these
6 revenues. Past due patient/client accounts may not be referred to
7 private collection agencies. No patient/client shall be denied services
8 due to inability to pay.

- 9 8. If, when and/or where applicable, CONTRACTOR shall submit to
10 COUNTY, with signed contract, a copy of CONTRACTOR'S published
11 charges.
- 12 9. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays)
13 above and beyond the Contracted Schedule I rate, the CONTRACTOR
14 must notify the COUNTY within ten (10) days of signing the
15 AGREEMENT.
- 16 10. If, when and/or where applicable, CONTRACTOR must notify the
17 COUNTY if CONTRACTOR raises client fees. Notification must be made
18 within ten (10) days following any fee increase.

19 E. REALLOCATION OF FUNDS:

- 20 1. No funds allocated for any mode and service function as designated in
21 Schedule I may be reallocated to another mode and service function
22 unless written approval is given by the Program Manager prior to either
23 the end of the Contract Period of Performance or the end of the Fiscal
24 year (June 30th). Approval shall not exceed the maximum obligation.
- 25 2. In addition, CONTRACTOR may not, under any circumstances and
26 without prior approval and/or written consent from the Region/Program
27 Manager/Administrator and confirmation by the Supervisor of the
28 COUNTY Fiscal Unit, reallocate funds between mode and service
29 functions as designated in the Schedule I that are defined as non-
30 billable by the COUNTY, State or Federal governments from or to mode

1 and service functions that are defined as billable by the COUNTY, State
2 or Federal governments.

- 3 3. If this Agreement includes more than one Exhibit C, shifting of funds
4 from one Exhibit C to another is also prohibited without prior, explicit,
5 written consent and approval from the Region Program
6 Manager/Administrator prior to the end of either the Contract Period of
7 Performance or Fiscal year.

8 F. RECOGNITION OF FINANCIAL SUPPORT:

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

12 G. PAYMENT:

- 13 1. Monthly reimbursements may be withheld at the discretion of the
14 Director or its designee due to material contract non-compliance,
15 including audit disallowances invoice or contract overpayment and/or
16 adjustments or disallowances resulting from the COUNTY Contract
17 Monitoring Review (CMT), Program Monitoring and/or the Cost Report
18 Reconciliation/Settlement process.
- 19 2. In addition, if the COUNTY determines that there is any portion (or all) of
20 the CONTRACTOR invoice(s) that cannot be substantiated, verified or
21 proven to be valid in any way for any fiscal year, then the COUNTY
22 reserves the right to disallow and/or withhold current and/or future
23 payments from CONTRACTOR until valid, substantial proof of any
24 and/or all items billed for is received, verified and approved by the
25 COUNTY.
- 26 3. In addition to the CMT, Program Monitoring, and Cost Report
27 Reconciliation/Settlement processes, the COUNTY reserves the right to
28 perform periodic service deletes and denial monitoring for this
29 agreement throughout the fiscal year in order to minimize and/or
30 potentially prevent COUNTY and CONTRACTOR loss. The COUNTY,
31 at its discretion, may withhold and/or offset invoices and/or monthly

1 reimbursements to CONTRACTOR, at any time without prior notification
2 to CONTRACTOR, for service deletes and denials that may occur in
3 association with this agreement. COUNTY shall notify CONTRACTOR
4 of any such instances of services deletes and denials and subsequent
5 withholds and/or reductions to CONTRACTOR invoices or monthly
6 reimbursements.

- 7 4. Notwithstanding the provisions of Paragraph I-1 and I-2 above,
8 CONTRACTOR shall be paid in arrears based upon the actual units of
9 services provided and entered into the COUNTY'S specified Electronic
10 Management of Records (ELMR) system. CONTRACTOR will be
11 responsible for entering all client data into the COUNTY's ELMR
12 Provider Connect system on a monthly basis and approving their
13 services in the ELMR Provider Connect system for electronic notification
14 to the COUNTY for batching (invoicing) and subsequent payment.
15 CONTRACTOR must also submit to the COUNTY a signed Program
16 Integrity Form (PIF) **attached as Exhibit C, Attachment A** signed by
17 the Director of the CONTRACTOR organization or an authorized
18 designee of the CONTRACTOR organization. This form must be faxed
19 and/or emailed (PDF format only) to the COUNTY at fax: (951) 955-7361
20 and/or emailed to ELMR_PIF@rcmhd.org. The CONTRACTOR PIF form
21 must be received by the COUNTY via fax and/or email for the prior
22 month no later than 5:00 p.m. on the fifth (5th) working day of the current
23 month. Failure by the CONTRACTOR to enter and approve all
24 applicable services into the ELMR system for the applicable month, and
25 faxing and/or emailing the signed PIF, will delay payment to the
26 CONTRACTOR until the required documents as outlined herein are
27 provided. SD/MC billings shall be processed by the COUNTY and the
28 CONTRACTOR shall provide the COUNTY with all information
29 necessary for the preparation and audit of such billings.
30 5. The CONTRACTOR shall work with the COUNTY to generate a monthly
31 invoice for payment (through the ELMR system batching process) and

1 the COUNTY will work with the CONTRACTOR to access data in the
2 ELMR system for the CONTRACTOR to provide a quarterly report to
3 their designated COUNTY Region/Program describing outcomes, and
4 progress updates and services delivered based upon the contracts
5 Exhibit A "Scope of Work".

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

10 H. COST REPORT:

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

17 _____ Thirty (30) calendar days following the end of each fiscal year (June
18 30th), the expiration or termination of the contract, whichever occurs first.

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

22 _____ Seventy-Five (75) calendar days following the end of each fiscal year
23 (June 30th), the expiration or termination of the contract, whichever
24 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
29 regulations and guidelines to formulate proper cost reports, including but
30 not limited to OMB-circular A-122, OMB-circular A87, 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 may
7 result in delay of payment 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 H, 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 Schedule I, to provide Contract
28 Client Services, Prescriptions, Health Maintenance Costs, and Flexible
29 funding costs under this agreement on the annual cost report. Where
30 deemed applicable, Actual Costs for Indirect Administrative Expenses

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

3 I. 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, by certified
6 letter with a courtesy carbon copy to the Department of Mental Health's
7 Program Support Unit, in writing of such. The CONTRACTOR shall submit a
8 properly prepared Cost Report in accordance with requirements and deadlines
9 set forth in Section J before final payment is made.

10 J. AUDITS:

- 11 1. CONTRACTOR agrees that any duly authorized representative of the
12 Federal Government, the State or COUNTY shall have the right to audit,
13 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 contract is terminated in accordance with Section XXIX,
17 TERMINATION PROVISIONS, 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. Revenue
21 collected by CONTRACTOR during this period for services provided
22 under the terms of this Agreement will be regarded as revenue received
23 and deducted as such from the final reimbursement claim.
- 24 3. Any audit exception resulting from an audit conducted by any duly
25 authorized representative of the Federal Government, the State or
26 COUNTY shall be the responsibility of the CONTRACTOR. Any audit
27 disallowance adjustments may be paid in full upon demand or withheld
28 at the discretion of the Director of Mental Health against amounts due
29 under this Agreement or Agreement(s) in subsequent years.
- 30 4. The COUNTY will conduct Program Monitoring Review and/or Contract
31 Monitoring Review (CMT). Upon completion of monitoring, Contractor

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

11 K. DATA ENTRY:

- 12 1. CONTRACTOR understands that as the COUNTY implements its
13 current ELMR system to comply with Federal, State and/or local funding
14 and service delivery requirements, CONTRACTOR will, therefore, be
15 responsible for sending at least one representative to receive all
16 applicable COUNTY training associated with, but not limited to,
17 applicable service data entry, client registration, billing and invoicing
18 (batching), and learning how to appropriately and successfully utilize
19 and/or operate the current and/or upgraded ELMR system as specified
20 for use by the COUNTY under this agreement. The COUNTY will notify
21 the CONTRACTOR when such training is required and available.
- 22 2. CONTRACTOR is required to enter all units of service into the
23 COUNTY'S ELMR system for the prior month no later than 5:00 p.m. on
24 the fifth (5th) working day of the current month. Late entry of services
25 into the COUNTY'S ELMR system may result in financial and/or service
26 denials and/or disallowances to the CONTRACTOR.

27
28 /Rev. 05/4/2012 STL/ALM/RBE FY 12/13

29 ///

30 ///

31 ///



Mental Health Services Act Indirect Program Integrity Form

Billing/Service Period:	
Amount Certified:	
DeptID:	4100221739-74720-536240
Provider Name:	Victor Community Support Services – Mid & Western Regions
Contract Name/Region:	FAST
Service Location (Address):	
RU's Certified:	33GLPC Western / 33H6PC Mid County
Bill Enumerator:	

Services and costs entered into Provider Connect are true, accurate, and correct.

Signature of Authorized Provider

Printed Name of Authorized Provider

Date: _____

Please submit completed form to: ELMR_PIF@rcmhd.org OR to 951-358-4792 Attn:Roize

SCHEDULE I

MENTAL HEALTH

CONTRACT PROVIDER NAME:

Victor Community Support Services, Inc. -FAST

FY 2014/2015

ACTUAL COST (X)

4100221739-74720-536240

RU#: 33GLPC

MHSA PEI

		WESTERN REGION									
		SUNNYMEAD ELEMENTARY				ARMADA ELEMENTARY					
TYPE OF MODALITY	PROGRAM	ENGAGEMENT/ OUTREACH	STAFF TRAINING	START-UP	TOTAL	PROGRAM	ENGAGEMENT/ OUTREACH	STAFF TRAINING	START-UP	TOTAL	REGION TOTAL
MODE OF SERVICE:	45	45	45	N/A		45	45	45	N/A		
SERVICE FUNCTION:	20	20	10	N/A		20	20	10	N/A		
PROCEDURE CODES:	601A	603A	760A	Kstart-up		601B	603B	760B	Kstart-up		
UNIT MEASUREMENT:	Actual Costs	Actual Costs	N/A	Actual Costs		Actual Costs	Actual Costs	N/A	Actual Costs		
NUMBER OF UNITS:	18,701	3,736	240	972		18,701	3,736	240	972		
COST PER UNIT:	\$ 1.00	\$ 1.00	0.00	\$ 1.00		\$ 1.00	\$ 1.00	0.00	\$ 1.00		
GROSS COST:	\$ 18,701.00	\$ 3,736.00	0.00	\$ 972.00	\$ 23,409	\$ 18,701.00	\$ 3,736.00	0.00	\$ 972.00	\$ 23,409	\$ 46,818
Actual Costs											
LESS REVENUES COLLECTED BY CONTRACTORS:											
A. PATIENT FEES				0							0
B. PATIENT INSURANCE				0							0
C. OTHER				0							0
TOTAL CONTRACTOR REVENUES				0							0
MAXIMUM OBLIGATION	\$18,701	\$3,736	\$0	\$972	23,409	\$18,701	\$3,736	\$0	\$972	\$23,409	\$46,818
S OF F - MAX OBLIGATION:											
A. MHSA - PEI	\$18,701	\$3,736	\$0	\$972	\$23,409	\$18,701	\$3,736	\$0	\$972	\$23,409	\$46,818
F. OTHER:											
TOTAL (SOURCES OF FUNDING)	\$18,701	\$3,736	\$0	\$972	\$23,409	\$18,701	\$3,736	\$0	\$972	\$23,409	\$46,818

FUNDING SOURCES DOCUMENT: 2014/15 CLIB Net Funding

ADMIN SVCS ANALYST SIGNATURE:

FISCAL SERVICE SIGNATURE:

Revised: 10/20/14

SCHEDULE I
MENTAL HEALTH

CONTRACT PROVIDER NAME: Victor Community Support Services, Inc. -FAST
 ACTUAL COST (X)
 DEPT ID/PROGRAM: 4100221739-74720-536240
 RU#: 33H6PC
 MHS A PEI
 FY 2014/2015

TYPE OF MODALITY	ELSINORE ELEMENTARY						LAKELAND VILLAGE ELEMENTARY						REGION TOTAL		
	PROGRAM	ENGAGEMENT/ OUTREACH	STAFF TRAINING	START-UP	TOTAL	PROGRAM	ENGAGEMENT/ OUTREACH	STAFF TRAINING	START-UP	TOTAL	PROGRAM	ENGAGEMENT/ OUTREACH		STAFF TRAINING	START-UP
MODE OF SERVICE:	45	45	45	N/A		45	45	45	N/A		45	45	45	N/A	
SERVICE FUNCTION:	20	20	10	N/A		20	20	10	N/A		20	20	10	N/A	
PROCEDURE CODES:	601A	603A	760A	Kstart-up		601B	603B	760B	Kstart-up		601B	603B	760B	Kstart-up	
UNIT MEASUREMENT:	Actual Costs	Actual Costs	N/A	Actual Costs		Actual Costs	Actual Costs	N/A	Actual Costs		Actual Costs	Actual Costs	N/A	Actual Costs	
NUMBER OF UNITS:	18,701	3,736	240	972		18,701	3,736	240	972		18,701	3,736	240	972	
COST PER UNIT:	\$ 1.00	\$ 1.00	0.00	\$ 1.00		\$ 1.00	\$ 1.00	0.00	\$ 1.00		\$ 1.00	\$ 1.00	0.00	\$ 1.00	
GROSS COST:	\$ 18,701.00	\$ 3,736.00	0.00	\$ 972.00	\$ 23,409	\$ 18,701.00	\$ 3,736.00	0.00	\$ 972.00	\$ 23,409	\$ 18,701.00	\$ 3,736.00	0.00	\$ 972.00	\$ 46,818
Authorization Numbers															
LESS REVENUES COLLECTED BY CONTRACTORS:															
A. PATIENT FEES				0											0
B. PATIENT INSURANCE				0											0
C. OTHER				0											0
TOTAL CONTRACTOR REVENUES				0											0
MAXIMUM OBLIGATION	\$18,701	\$3,736	\$0	\$972	23,409	\$18,701	\$3,736	\$0	\$972	\$23,409	\$18,701	\$3,736	\$0	\$972	\$46,818
S OF F - MAX OBLIGATION:															
A. MHS A - PEI	\$18,701	\$3,736	\$0	\$972	\$23,409	\$18,701	\$3,736	\$0	\$972	\$23,409	\$18,701	\$3,736	\$0	\$972	\$46,818
F. OTHER:															
TOTAL (SOURCES OF FUNDING)	\$18,701	\$3,736	\$0	\$972	\$23,409	\$18,701	\$3,736	\$0	\$972	\$23,409	\$18,701	\$3,736	\$0	\$972	\$46,818

FUNDING SOURCES DOCUMENT: 2014/15 CLIB Net Funding

ADMIN SVCS ANALYST SIGNATURE:

FISCAL SERVICE SIGNATURE:

Revised: 10/20/14

ATTACHMENT 1

**BUDGET
FY 2014/2015**

1. Total hours	2193
2. Expenditures	
a. Personnel Salaries & Benefits Expenditures –	
1 –FAST TEAM -LEAD CBO Partner	\$15,008
1 –FAST TEAM CBO Partner- Lead	\$6,552
1 –FAST TEAM Parent Partner	\$12,871
1 – FAST TEAM School Partner	\$6,888
1 – Child Care Worker	\$1,260
1 – Direct & Program Support	\$7,861
Total Personnel Expenditures	\$50,440
b. Operating Expenditures*	
Translation and Interpreter Services	\$5,133
Staff Travel	\$2,347
Participant Transportation	\$793
General Office Expenditures (tape, stickers, copies, replacement name badges, photo paper, photo ink, card stock, lamination sheets, stapler, scissors) - per cycle	\$1,120
Rent, Utilities, Equipment; Janitorial services	\$747
Weekly Personalized Family "Lottery Basket" (minimum \$50 dollars each family) - per cycle	\$6,533
Other Operating Expenses	\$1,167
Weekly Meals (8 weeks x \$160 @ \$10 per family, up to 14 families total , \$80 for main dish \$80 side dishes) - per cycle	\$5,226
Paper Goods- plates, utensils, food gloves - per cycle	\$350
FAST WORKS Activities/Supplies and Food - per year	\$2800
Program Expenses- Incentives for Teachers completing Pre/Post Surveys (\$140), Family Flag Materials & Shipping – each set of 20 (\$45), Kid's Time Activities & crafts (\$300), replacement toys for special play boxes (\$50), 16 graduation certificates and holders (\$40), graduation decorations (\$150) –per cycle	\$3,476
Total Operating Expenditures	\$29,692
c. Indirect Administrative Expenses **	
Indirect Admin Costs	\$9,616
Total Indirect Administrative Expenses	\$9,616
TOTAL PROGRAM COSTS	\$89,748
START-UP COSTS	
Storage Tubs	\$480
Digital Camera, Memory Cards, Portable Photo Printer –(1 set per site).	\$1,000
Office Supplies- Tape, Glue, Stapler, Scissors, Plastic Name Badges (1 for each family member for each cycle , Card Stock, Pens, Golf Pencils	\$120
Special Play Boxes (\$18 each 1 for each family)	\$1,008
Child Care Toys	\$1,000
Feeling Charade Cards and Scribbles Pack	\$280
	\$0
TOTAL START UP	\$3,888

Families and Schools Together (FAST) Program

Data Collection Guidelines



RIVERSIDE COUNTY
DEPARTMENT OF MENTAL HEALTH

Mental Health Services Act - Prevention and Early Intervention

OVERVIEW

As part of RCDMH Prevention and Early Intervention (PEI) implementation it is important to ensure that program evaluation and outcome data is collected, not only to document the value and efficacy of the program, but also to provide information for learning and program improvement if needed. Keeping track and collecting information on participation in the Family and Schools Together (FAST) Program will also provide the necessary information to share with all interested stakeholders.

As part of the implementation for Prevention and Early Intervention (PEI), it is important to ensure that programs and outcomes are evaluated on a consistent basis. We know it can get detailed and takes extra time; however, it is necessary to show all the good work the program is promoting. This intervention program is designed to build protective factors for children, empower parents to be the primary prevention agents for their own children and to build supportive parent-to-parent networks. This evaluation will document the outcomes of this intervention program for children at risk.

It is really important that program staff use the following guidelines to document participation in the program. The funding provided for this program requires the collection of some basic information which will be shared with RCDMH and others. All identifying personal information is kept confidential.

Specific details on the information to be collected and the "How Tos" are provided on the following pages.

Families and Schools Together-Sign-In, Master Attendance Roster and Satisfaction

Data collection tool:	Purpose:	Collection How Tos:
<ul style="list-style-type: none"> • FAST Sign-In 	<ul style="list-style-type: none"> • To document the number of families who attend each session throughout the eight weeks of the program, along with group and travel/prep time. 	<ul style="list-style-type: none"> • Collect attendance sheet at each class. Use the attendance sheets to complete the RCDMH Sign-In Sheet for each session in the 8-week series. Please document your class, travel and prep time on this Attendance sheet. <u>Provide copies of this form to RCDMH PEI staff per the directions in the FAST Evaluation Guidebook (pg. 5)</u>
<ul style="list-style-type: none"> • FAST Master Attendance 	<ul style="list-style-type: none"> • To provide a summary of the overall attendance during the 8-week session. This roster can also be used to note those that are dropping off in attendance and need follow-up contacts. 	<ul style="list-style-type: none"> • Record attendance for the entire 8-week session on the Master Attendance . At the conclusion of the session, fill in the columns for those who completed all 8 sessions and for those not completing provide a brief reason why the participant did not complete. Reasons can be one word such as "moved", "transportation", etc. Use the FAST Sign-In Sheets to complete this form. <u>Provide copies of this form to RCDMH PEI staff per the directions in the FAST Evaluation Guidebook (pg. 5)</u>

Copies of all forms should be kept on file at the agency. It is required to submit completed forms monthly to RCDMH PEI Staff.

Families and Schools Together (FAST) - Outcome Measures

Data collection tool:	Purpose:	How Tos:
<ul style="list-style-type: none"> FAST Parent Pre Survey 	<ul style="list-style-type: none"> To establish a baseline of behaviors and attitudes of the FAST child prior to the start of the FAST program. Parents will choose one child in the household with whom they are having difficulty. Demographic information will also be collected on the pre survey. 	<ul style="list-style-type: none"> Complete the FAST Parent Pre Survey with the parent prior to the family attending their first FAST family session. This survey will be completed at the home visit by FAST Team members. Please ask parents to complete this pre-survey for one child in the home with whom they are having difficulty. <u>Provide copies of this form to RCDMH PEI staff per the directions in the FAST Evaluation Guidebook (pg. 5)</u>
<ul style="list-style-type: none"> FAST Parent Post Survey (Satisfaction items are included in the post survey). 	<ul style="list-style-type: none"> To measure program goals after completion of the program. Parents will complete this post survey for the same child for which they completed the pre-survey. The satisfaction items in the post survey will be used to gather feedback from participants on their perception of the program. 	<ul style="list-style-type: none"> Have parents complete the FAST Parent Post Survey within two weeks after the completion of the 8-week program. Please remind parents to complete the survey for the same child for whom they completed the pre survey. <u>Provide copies of this form to RCDMH PEI staff per the directions in the FAST Evaluation Guidebook (pg. 5)</u>

Copies of all forms should be kept on file at the agency. It is required to submit completed forms monthly to RCDMH PEI Staff.

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 Oasis Rehabilitation Center, Inc., hereinafter referred to as CONTRACTOR.

PREAMBLE

WHEREAS, California voters approved Proposition 63 during the November 2004 General Election. Proposition 63, the Mental Health Services Act [hereinafter "MHSA"], became effective on January 1, 2005. Through imposition of a 1% tax on personal income in excess of \$1 million, the MHSA provides the opportunity for the State to provide increased funding, personnel and other resources to support County Prevention and Early Intervention Programs and monitor progress toward statewide goals for children/youth, transitional age youth, adults, older adults, families and communities.

WHEREAS, components of the MHSA Integrated Expenditure Plan will include elements required by W&I Code Section 5847 and related regulations.

WHEREAS, the COUNTY desires to extend to the residents of Riverside County certain programs and services contemplated and authorized by the MHSA, California Welfare and Institutions Code (WIC) Section 5600 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, prepared and willing to provide; and

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

WHEREAS, these services as described in Exhibit A attached hereto, shall be provided by CONTRACTOR in accordance with the applicable State and local laws, codes and policies contained herein, 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 29 and Exhibits A, B, and C, attached hereto and incorporated herein.

CONTRACTOR

COUNTY

By: [Signature]

By: [Signature]
Jeff Stone, Chairman, Board of Supervisors

Print Name: Kent Dunlap, Sr. V.P./CEO

Date: NOV 24 2014

Date: 11-4-2014

Attest By: [Signature]
Kecia Harper-Ihem, Clerk of the Board

FORM APPROVED COUNTY COUNSEL
BY: [Signature]
ERIC STOPHER DATE: 11/21/14

NOV 24 2014 374

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I

2 DESCRIPTION OF SERVICES:

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

5 II

6 PERIOD OF PERFORMANCE:

7 This Agreement shall be effective on December 1, 2014, and continue in effect through
8 June 30, 2015. The Agreement may thereafter be renewed annually, up to an additional
9 three (3) years, subject to the availability of funds.

10 III

11 REIMBURSEMENT AND PAYMENT:

12 A. In consideration of services provided by CONTRACTOR, COUNTY shall reimburse
13 CONTRACTOR in the amount and manner described in Exhibit C, attached hereto
14 and by this reference incorporated herein. The Exhibit C includes COUNTY
15 requirements for reimbursement.

16 B. CONTRACTOR shall use the Schedule I (Schedule I) for monthly claiming purposes.
17 The Budget (Attachment 1) shall be used to support the required back-up
18 documentation necessary to audit the actual cost of program related expenses. The
19 Schedule I and Budget are attached hereto and by this reference incorporated
20 herein, as a guide for the amount allocated to the program services provided.

21 IV

22 PROGRAM SUPERVISION, MONITORING AND REVIEW:

23 CONTRACTOR shall establish adequate procedures for self-monitoring and quality
24 control and assurance to ensure proper performance under this Agreement. Pursuant to
25 Welfare & Institutions Code (WIC), Section 5608, services hereunder shall be provided by
26 CONTRACTOR under the general supervision of the County Director of Mental Health,
27 hereinafter called DIRECTOR, or his authorized designee. CONTRACTOR agrees to
28 extend to DIRECTOR, his designee, the COUNTY Contract Monitoring Team, and/or to
29 authorized State representatives, the right to review and monitor CONTRACTOR'S

1 facilities, programs, policies, practices, books, records, or procedures at any reasonable
2 time. In exercising the right to review or monitor CONTRACTOR'S administrative, clinical,
3 fiscal and program components, staff, and facility(ies), the COUNTY shall enforce
4 applicable contract provisions and COUNTY policies. In exercising the right to review or
5 monitor CONTRACTOR'S administrative, clinical, fiscal and program components, staff,
6 and facility(ies), the COUNTY shall enforce applicable Agreement provisions and COUNTY
7 policies identified throughout this agreement and including those related to threats and
8 violent behavior in the workplace concerning its employees.

9 If at any time during this Agreement, the COUNTY determines CONTRACTOR is out of
10 compliance with any provision contained within this Agreement, the COUNTY may request
11 a plan of corrective action, after providing the CONTRACTOR with written notification and
12 the basis for the finding of noncompliance. Within thirty (30) days of receiving notification,
13 the CONTRACTOR shall provide a written plan of corrective action addressing the
14 noncompliance.

15 If the COUNTY accepts the CONTRACTOR'S proposed plan of corrective action, it
16 shall suspend other punitive actions to give the CONTRACTOR the opportunity to come
17 into compliance. If the COUNTY determines CONTRACTOR has failed to implement
18 corrective action, funds may be withheld or disallowed until compliance is achieved.
19 CONTRACTOR shall cooperate with any such effort by COUNTY including follow-up
20 investigation and interview of witnesses. Failure to cooperate or take corrective action as
21 may be indicated by an investigation could result in termination of this Agreement.

22 V

23 INDEPENDENT CONTRACTOR:

24 This Agreement is by and between the COUNTY and CONTRACTOR and is not
25 intended, and shall not be construed, to create the relationship of agent, servant,
26 employee, partnership, joint venture, or association, as between COUNTY and
27 CONTRACTOR. CONTRACTOR and its employees, agents and/or subcontractors shall
28 not be entitled to any benefits payable to COUNTY employees, including but not limited to
29 overtime, any retirement benefits, worker's compensation benefits, and/or injury leave or

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

21 A. Contractor shall maintain, as appropriate, the following:

- 22 1. Articles of Incorporation;
- 23 2. Amendments of Articles;
- 24 3. List of agency's Board of Directors and Advisory Board;
- 25 4. A resolution indicating who is empowered to sign all contract documents
26 pertaining to the agency;
- 27 5. By-laws and minutes of Board meetings.

1 VI

2 LICENSE(S)/CERTIFICATION(S):

3 CONTRACTOR warrants that it has all necessary licenses, permits, approvals,
4 certifications, waivers and exemptions necessary to provide services hereunder and
5 required by the laws or regulations of the United States, State of California, the County of
6 Riverside and all other appropriate governmental agencies, and agrees to maintain such
7 throughout the term of this Agreement. Examples of license(s)/certification(s) may include,
8 but may not be limited to; fire clearance, zoning permit; business license, community care
9 license and/or Medi-Cal certification, as appropriate. CONTRACTOR shall notify
10 DIRECTOR (or his designee) immediately and in writing of its inability to maintain,
11 irrespective of the tendency of an appeal, such license(s), permit(s), approval(s),
12 certification(s), waiver(s) or exemption(s).

13 VII

14 ADMINISTRATIVE CHANGE IN STATUS:

15 If, during the term of the Agreement, there is a change in CONTRACTOR'S status, a
16 detailed description of the change must be submitted to COUNTY in writing at least sixty
17 (60) days prior to the effective date of the change. A change in status is defined as a name
18 change not amounting to a change of ownership, moving a facility's service location within
19 the same region, closing a facility with services being offered in another already existing
20 contracted facility, or change in services offered without an increase to the contract
21 maximum. Other changes to the contract may result in a more formal contract amendment.
22 Involuntary changes of status due to disasters should be reported to the COUNTY as soon
23 as possible.

24 VIII

25 DELEGATION AND ASSIGNMENT:

26 CONTRACTOR may not delegate the obligations required by this Agreement, either in
27 whole or in part, without prior written consent of COUNTY. Obligations undertaken by
28 CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts,
29 provided such subcontracts are approved in writing by DIRECTOR (or his designee), meet

1 the requirements of this Agreement as they relate to the service or activity under
2 subcontract, and include any provision(s) that DIRECTOR (or his designee) may require.
3 No subcontract shall terminate or alter the responsibilities of CONTRACTOR. .

4 CONTRACTOR may not assign the rights hereunder, either in whole or in part, without
5 the prior written consent of COUNTY. Any attempted assignment or delegation in
6 derogation of this paragraph shall be void. Any change in the corporate or business
7 structure of CONTRACTOR, such as a change in ownership or majority ownership change
8 resulting in a change to the Federal Tax Id, shall be deemed an assignment for purposes of
9 this paragraph.

10 IX

11 ALTERATION:

12 The COUNTY Board of Supervisors and the COUNTY Purchasing Agent and/or their
13 designee are the only authorized COUNTY representatives, who at any time, by written
14 amendment, may make alterations to this Agreement. If any such alteration causes an
15 increase or decrease in the cost of, or the time required for the performance under this
16 Agreement, CONTRACTOR shall be modified by written amendment, accordingly.

17 Funds allocated to specific budget categories, as identified in the Schedule I, may not
18 be reallocated to another budget category without prior approval of the Mental Health
19 Services Act Manager and Supervisor and confirmed by the Mental Health Fiscal
20 Supervisor. Funds shall not exceed the total maximum obligation for the fiscal year.

21 X

22 INDEMNIFICATION:

23 CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special
24 Districts, and Departments of the County of Riverside, the State of California, their
25 respective directors, officers, Board of Supervisors, employees, agents, elected and
26 appointed officials and representatives from any liability whatsoever, based or asserted
27 upon services of CONTRACTOR, its agents, employees, or subcontractors, arising out of
28 or in any way relating to this Agreement, for property damage, bodily injury, or death or any
29 other element of damage of any kind or nature resulting from any acts or failure to act or

1 omission on the part of the CONTRACTOR, its directors, officers, agents, employees or
2 subcontractors hereunder. CONTRACTOR shall defend, at its sole expense, including but
3 not limited to attorney fees, all Agencies, Districts, Special Districts, and Departments of the
4 County of Riverside, the State of California, their respective directors, officers, Board of
5 Supervisors, employees, agents, elected and appointed officials and representatives and
6 any legal claim or action based upon such alleged acts, failure to act or omissions.

7 XI

8 INSURANCE:

9 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold
10 harmless the County of Riverside and the State of California, CONTRACTOR shall procure
11 and maintain or cause to be maintained, at its sole cost and expense, the following
12 insurance coverages during the term of this Agreement.

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

20 B. Commercial General Liability: Commercial General Liability insurance coverage,
21 including but not limited to, premises liability, contractual liability, completed
22 operations, personal and advertising injury covering claims which may arise from or
23 out of CONTRACTOR'S performance of its obligations hereunder, whether such
24 operations, use or performance by CONTRACTOR, and, including but not limited to,
25 any subcontractor, vendor, or anyone employed directly or indirectly by them or
26 volunteers serving either of them. Policy shall name all Agencies, Districts, Special
27 Districts, and Departments of the County of Riverside, the State of California, their
28 respective directors, officers, Board of Supervisors, employees, elected and
29 appointed officials, agents or representatives as Additional Insureds. Policy's limit of

1 liability shall not be less than \$1,000,000 per occurrence combined single limit. If
2 such insurance contains a general aggregate limit, it shall apply separately to this
3 agreement or be no less than two (2) times the occurrence limit.

4 C. Vehicle Liability: If CONTRACTOR uses any vehicles or other motorized mobile
5 equipment in the performance of the obligations under this Agreement,
6 CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired
7 vehicles in an amount not less than \$1,000,000 per occurrence combined single
8 limit. If such insurance contains a general aggregate limit, it shall apply separately
9 to this agreement or be no less than two (2) times the occurrence limit. Policy shall
10 name, all Agencies, Districts, Special Districts, and Departments of the County of
11 Riverside, the State of California, their respective directors, officers, Board of
12 Supervisors, employees, elected and appointed officials, agents or representatives
13 as Additional Insureds.

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

1 G. General Insurance Provisions - All lines:

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

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

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

24 XII

25 LIMITATION OF COUNTY LIABILITY:

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

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XIII

WARRANTY AGAINST CONTINGENT FEES:

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

XIV

NONDISCRIMINATION:

A. Employment:

1. Affirmative Action shall be taken to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, age, sexual preference, or physical or mental handicap. Such affirmative action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship/internship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from DIRECTOR (or his designee) and/or the United States Equal Employment Opportunity Commission setting forth the provisions of this Section.
2. All solicitations or advertisements for recruitment of employment placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age, sexual preference, or physical/mental handicap.

- 1 3. Each labor union or representative of workers with which CONTRACTOR has a
2 collective bargaining Agreement or other contract or understanding must post a
3 notice advising the labor union or workers' representative of the commitments
4 under this Nondiscrimination Section and shall post copies of the notice in
5 conspicuous places available to employees and applicants for employment.
- 6 4. In the event of noncompliance with this section or as otherwise provided by State
7 and Federal law, this Agreement may be terminated or suspended in whole or in
8 part and CONTRACTOR may be declared ineligible from further contracts
9 involving federal, state or COUNTY funds.

10 **B. Services, Benefits, and Facilities:**

- 11 1. CONTRACTOR shall not discriminate in the provision of services, the allocation
12 of benefits, or in the accommodation in facilities on the basis of color, race,
13 religion, national origin, gender, age, sexual preference, marital status,
14 physical/mental handicap in accordance with Title VI of the Civil Rights Act of
15 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations
16 promulgated pursuant thereto, and as otherwise provided by State law and
17 regulations, as all may now exist or be hereafter amended or changed.
- 18 2. CONTRACTOR shall further establish and maintain written procedures under
19 which any person, applying for or receiving services hereunder, may seek
20 resolution from CONTRACTOR of a complaint with respect to any alleged
21 discrimination in the provision of services by CONTRACTOR'S personnel. Such
22 procedures shall also include a provision whereby any such person, who is
23 dissatisfied with CONTRACTOR'S resolution of the matter, shall be referred by
24 CONTRACTOR to DIRECTOR, or his authorized designee, for the purpose of
25 presenting his or her complaint of alleged discrimination. Such procedures shall
26 also indicate that if such person is not satisfied with COUNTY'S resolution or
27 decision with respect to the complaint of alleged discrimination, he or she may
28 appeal the matter to the appropriate federal or state agencies. CONTRACTOR
29 will maintain a written log of complaints for a period of seven (7) years.

1 XV

2 REPORTS/RESEARCH PROTOCOL:

- 3 A. CONTRACTOR must adhere to the reporting requirements as mandated by law. The
4 COUNTY shall provide instruction and direction regarding County policies and
5 procedures for meeting reporting requirements.
- 6 B. CONTRACTOR shall provide the COUNTY with applicable reporting documentation
7 as specified in the Research Protocol, attached hereto and by this reference
8 incorporated herein. COUNTY may provide additional instructions on reporting
9 requirements as required by COUNTY or State guidelines. COUNTY may provide
10 additional instructions on reporting requirements.
- 11 C. CONTRACTOR shall participate in the COUNTY'S Management Information System
12 (MIS) as required by the DIRECTOR, or his designee. CONTRACTOR is required to
13 report program, individuals served and staff data about the CONTRACTOR'S
14 program and services, by the fifth (5th) working day of each month for the prior
15 month.
- 16 D. Any change in administrator of the facility shall be reported to COUNTY. Such
17 notification shall include the new administrator's name, address and qualifications.

18 XVI

19 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

20 CONTRACTOR is subject to all relevant requirements contained in the Health
21 Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted
22 August 21, 1996, and the laws and regulations promulgated subsequent thereto.
23 CONTRACTOR hereto agrees to cooperate in accordance with the terms and intent of this
24 Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under
25 this Law.

26 XVII

27 CONFIDENTIALITY OF PARTICIPANT INFORMATION:

28 CONTRACTOR shall maintain the confidentiality of all participant identifying information
29 contained in records, including but not limited to participant records/charts, billing records,

1 research and participant identifying reports, and the COUNTY'S participant management
2 information system (MIS) in accordance with WIC Sections 14100.2 and 5328 et seq, Title
3 42 Code of Federal Regulations, Section 431.300 et seq., Section 1320 D et seq, of Title
4 42, United States Code and it's impending regulations (including but not limited to Title 45,
5 CFR, Parts 142, 160, 162, 164) and all other applicable current or future COUNTY, State
6 and Federal laws, regulations, ordinances and directives relating to confidentiality and
7 security of participant records and information.

- 8 A. The CONTRACTOR shall protect from unauthorized disclosure, confidential
9 participant identifying information obtained or generated in the course of providing
10 services pursuant to this Agreement except for non-identifying statistical information.
11 The CONTRACTOR shall not use identifying information for any purpose other than
12 carrying out the CONTRACTOR'S obligations under this Agreement.
- 13 B. The CONTRACTOR shall not disclose confidential participant identifying information
14 except as authorized by participant, participants' legal representative or as permitted
15 by Federal or State law, to anyone other than the COUNTY or State without prior
16 valid authorization from the participant or participants' legal representative in
17 accordance with State and Federal laws. Any disclosures made shall be logged and
18 the log maintained in accordance with State and Federal law.
- 19 C. If CONTRACTOR receives any requests by subpoena, from attorneys, insurers or
20 beneficiaries for copies of bills, CONTRACTOR will provide the COUNTY with a
21 copy of any document released as a result of such request, and will provide the
22 name, address and telephone number of the requesting party.
- 23 D. For purposes of the above paragraphs, identifying information is considered to be
24 any information that reasonably identifies an individual and their past, present, or
25 future physical or mental health condition. This includes, but is not limited to, any
26 combination of the person's name, address, Social Security Number, date of birth,
27 identifying number, symbol, or other particular identifier assigned to the individual,
28 such as finger or voice print, or photograph.
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E. Notification of Electronic Breach or Improper Disclosure: During the term of this Agreement, CONTRACTOR shall notify COUNTY, immediately upon discovery of any breach of Protected Health Information (PHI) and/or data, where the information and/or data is reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to the COUNTY Mental Health Compliance Officer within two (2) business days of discovery at (800) 413-9990. The CONTRACTOR shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State Laws and regulations. The CONTRACTOR shall investigate such breach and provide a written report of the investigation to the COUNTY Mental Health Compliance Officer, postmarked within thirty (30) working days of the discovery of the breach to the address below:

Mental Health Compliance Officer
Riverside County Department of Mental Health
P.O. Box 7549
Riverside, CA 92513

F. Safeguards: The CONTRACTOR shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, or transmits on behalf of COUNTY; and to prevent use or disclosure of PHI other than as provided for by this Agreement. CONTRACTOR shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the CONTRACTOR's operations and the nature and scope of its activities. CONTRACTOR shall provide COUNTY with information concerning such safeguards as COUNTY may reasonably requests from time to time.

G. The CONTRACTOR shall implement strong access controls and other security safeguards and precautions as noted in the following to restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users

1 only. The CONTRACTOR shall enforce administrative and technical password
2 controls on all systems used to process or store confidential, personal, or sensitive
3 data.

4 H. The CONTRACTOR shall utilize a commercial encryption solution that has received
5 FIPS 140 –2 validation to encrypt all confidential, personal, or sensitive data stored
6 on portable electronic media (including, but not limited to, CDs, thumb drives) and on
7 portable computing devices (including, but not limited to, laptop and notebook
8 computers).

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

13 J. Mitigation of Harmful Effects. The CONTRACTOR shall mitigate, to the extent
14 practicable, any harmful effect that is known to CONTRACTOR of a use or
15 disclosure of PHI by CONTRACTOR or its subcontractors in violation of the
16 requirements of these Provisions.

17 K. The CONTRACTOR shall protect from unauthorized disclosure, confidential
18 participant identifying information obtained or generated in the course of providing
19 services pursuant to this Agreement except for non-identifying statistical information.
20 The CONTRACTOR shall not use identifying information for any purpose other than
21 carrying out the CONTRACTOR'S obligations under this Agreement. Disclaimer:
22 COUNTY makes no warranty or representation that compliance by CONTRACTOR
23 with these Provisions, HIPAA or HIPAA regulations will be adequate or satisfactory
24 for CONTRACTOR's own purposes or that any information in CONTRACTOR's
25 possession or control, or transmitted or received by CONTRACTOR, is or will be
26 secure from unauthorized use or disclosure. CONTRACTOR is solely responsible
27 for all decisions made by CONTRACTOR regarding the safeguarding of PHI.

28 L. Interpretation: The terms and conditions in these Provisions shall be interpreted as
29 broadly as necessary to implement and comply with HIPAA, the HIPAA regulations

1 and applicable State laws. The parties agree that any ambiguity in the terms and
2 conditions of these Provisions shall be resolved in favor of a meaning that complies
3 and is consistent with HIPAA and the HIPAA regulations.

4 M. CONTRACTOR shall require all its officers, employees, associates, and agents
5 providing services hereunder to acknowledge, in writing, understanding of and
6 Agreement to comply with said confidentiality provisions.

7 XVIII

8 RECORDS:

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

22 A. Program Participant Records. CONTRACTOR shall adhere to the authority of
23 COUNTY, the State Department of Health Care Services, the State Department of
24 Oversight and Accountability. CONTRACTOR shall maintain adequate participant
25 records on each participant, program outcome measures, and records of service
26 provided by the various staff in sufficient detail to make an evaluation of the
27 effectiveness of the program services.

28 B. Financial Records. CONTRACTOR shall maintain complete financial records that
29 clearly reflect the cost of each type of service for which payment is claimed. Any

1 apportionment of costs shall be made in accordance with generally accepted
2 accounting principles and shall evidence proper audit trails reflecting the true cost of
3 the services rendered. Statistical data shall be kept and reports made as required
4 by the DIRECTOR, or his designee, and the State of California. All such records
5 shall be available for inspection by the designated auditors of COUNTY or State at
6 reasonable times during normal business hours.

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

10 D. Participant Record Retention. Participant records shall be maintained and retained
11 by CONTRACTOR for a minimum of seven (7) years.

12 E. Shared Records/Information. CONTRACTOR and COUNTY shall maintain a
13 reciprocal shared record and information policy, which allows for sharing of
14 participant records and information between CONTRACTOR and COUNTY. Either
15 COUNTY or CONTRACTOR shall not release these participant records or
16 information to a third party without a valid authorization.

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

25 XIX

26 STAFFING:

27 CONTRACTOR shall comply with the staffing expectations as required by state
28 licensing requirements and as may be additionally described in Exhibit A. Such personnel
29 shall be qualified, holding appropriate license(s)/certificate(s) for the services they provide

1 in accordance with the WIC Section 5751.2, the requirements set forth in Title 9 of the
2 California Code of Regulations (CCR), the Business and Professions Code, State
3 Department of Health Care Services policy letters, and any amendments thereto.
4 CONTRACTOR shall maintain specific job descriptions/duty statements for each position
5 describing the assigned duties, reporting relationship, and shall provide sufficient detail to
6 serve as the basis for an annual performance evaluation. Furthermore, CONTRACTOR
7 acknowledges all its officers; employees, associates, and agents providing services
8 hereunder are eligible for reimbursement for said services by their exclusion from the
9 Federal "List of Excluded Parties" registry.

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

12 1. A list of persons who are providing services hereunder by name, title,
13 professional degree, licensure, experience, credentials, Cardiopulmonary
14 Resuscitation (CPR) training, First Aid training, languages spoken,
15 Race/Ethnicity with an option to select "Prefer Not to Say" and any other
16 information deemed necessary by the Director or designee.

17 2. Personnel policies and procedures;

18 a. Personnel file for each staff member (including subcontractors, as approved
19 by COUNTY and volunteers) that includes at minimum the following:

20 b. Resume/application, proof of current licensure, certification, registration;

21 c. List of Training, including cultural competency;

22 d. Annual job performance evaluation; and,

23 e. Personnel action document for each change in status of the employee.

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

26 C. CONTRACTOR shall institute and maintain a training program in which professional
27 and other appropriate personnel shall participate.

28 D. CONTRACTOR shall have appropriate staff trained and/or certified in CPR, First
29 Aid, Emergency/Disaster Planning, non-violent crisis intervention, de-escalation of

1 agitation and potential violence, and procedures to protect both staff and the
2 participants from violent behavior.

3 E. Training plans shall be documented and discussed with staff. Continuing
4 development of staff expertise shall be encouraged.

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

11 G. In accordance with section 6032 of the Deficit Reduction Act of 2005, Contractor
12 shall establish and disseminate written policies for all employees that include
13 detailed information about the False Claims Act and the other provisions named in
14 section 1902(a)(68)(A). Included in these written policies shall be detailed
15 information about contractor's policies and procedures for detecting and preventing
16 fraud, waste, and abuse in federal, state and local health care programs. Contractor
17 shall also include in any employee handbook a specific discussion of the laws
18 described in the written policies, the rights of employees to be protected as
19 whistleblowers, and a specific discussion of Contractor's policies and procedures for
20 detecting and preventing fraud, waste and abuse.

21 H. CONTRACTOR shall follow all Federal, State and County policies, laws and
22 regulations regarding Staffing and/or Employee compensation. All payments or
23 compensation made to CONTRACTOR Staff, Personnel and/or Employees in
24 association with the fulfillment of this agreement shall be made by means of Staff,
25 Personnel and/or Employee Certified Payroll or other auditable documentation
26 justifying the payment or compensation.

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2 CULTURAL COMPETENCY:

3 CONTRACTOR shall provide services pursuant to this Agreement in a culturally
4 competent manner by recruiting, hiring and maintaining staff that can deliver services in the
5 manner specified to the diverse cultural population served under this Agreement.
6 CONTRACTOR shall provide services in a language appropriate and culturally sensitive
7 manner, in a setting accessible to diverse communities. Multi-cultural diversity includes,
8 but is not limited to, ethnicity, age, sexual preference, gender and persons who are
9 physically challenged. CONTRACTOR shall document its efforts to provide culturally
10 adaptive services in the manner specified. Documentation may include, but not be limited
11 to, the following: records in personnel files attesting to efforts made in recruitment and
12 hiring practices; participation in COUNTY sponsored and other cultural competency
13 training; the availability of literature in multiple languages/formats as appropriate; and
14 identification of measures taken to enhance accessibility for, and sensitivity to,
15 mentally/physically challenged individuals. CONTRACTOR shall demonstrate program
16 access; linguistically appropriate and timely program service delivery; staff training; and
17 organizational policies and procedures related to the programs offered to culturally diverse
18 populations. CONTRACTOR shall perform specific outcome studies, on-site reviews and
19 written reports as requested by COUNTY and make available to the COUNTY upon
20 request. CONTRACTOR shall provide services that meet the individual cultural needs of
21 the participant(s) served. CONTRACTOR shall ensure culturally competent services
22 includes:

- 23 A. A comprehensive management strategy to address culturally and linguistically
24 appropriate services, including strategic goals, plans, policies, procedures, and
25 designated staff responsible for implementation.
- 26 B. Appropriate interventions which acknowledge specific cultural influences.
- 27 C. CONTRACTOR agrees to comply with the COUNTY'S Cultural Competency Plan as
28 set forth in the Department's approved Cultural Competency Plan. The Cultural
29 Competency Plan may be obtained from the department's website at

1 <http://rcdmh.org/> or by contacting the COUNTY'S Cultural Competency Manager or
2 designee.

3 Riverside County Department of Mental Health Cultural Competency Program

4 P.O. Box 7549

5 Riverside, California 92513

6 Attention: Cultural Competency Manager

7 Fax: 951-955-7206

8 D. CONTRACTOR agrees to meet with COUNTY'S Cultural Competency Program
9 Manager, as needed, to provide technical assistance in determining and
10 implementing cultural competency activities.

11 E. CONTRACTOR will be responsible for participating in cultural competency trainings
12 as required by the COUNTY'S Cultural Competency Plan. In order to attend the
13 COUNTY offered trainings, CONTRACTOR must register on-line through the
14 department's training unit.

15 F. CONTRACTOR is responsible for reporting back to the COUNTY, annually in
16 writing, all cultural competency related trainings that staff members have attended.

17 The following format is recommended:

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

26
27 G. CONTRACTOR training information shall be submitted via facsimile to 951-955-
28 7206 to the attention of the COUNTY Cultural Competency Program Manager on or
29 before June 30 of each fiscal year.

1 XXI

2 INFORMING MATERIALS

3 CONTRACTOR shall provide each participant with certain informing materials about the
4 program being provided and what outcomes shall be experienced by participating in the
5 PEI Program. CONTRACTOR's stationery/letterhead and informing materials used for
6 communication associated with COUNTY's Family and Schools Together program shall
7 indicate that funding for the services is provided in whole or in part by the Riverside County
8 Department of Mental Health (RCDMH), Mental Health Services Act (MHSA), Prevention
9 and Early Intervention (PEI).

10 XXII

11 CONFLICT OF INTEREST:

12 CONTRACTOR shall not employ any COUNTY employee whose position at COUNTY
13 enables him/her to influence the award of this Agreement or any competing Agreement,
14 and no spouse or economic dependent of such employee in any capacity herein, or in any
15 other direct or indirect financial interest in this Agreement.

16 XXIII

17 WAIVER OF PERFORMANCE:

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

21 XXIV

22 FEDERAL AND STATE STATUTES:

23 CONTRACTOR shall adhere to and comply with all other applicable Federal and State
24 statutes and regulations, including but not limited to the applicable laws and regulations
25 listed in Exhibit B.

26 XXV

27 DRUG-FREE WORKPLACE CERTIFICATION:

28 By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury
29 under the laws of the State of California that the CONTRACTOR will comply with the

1 requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et
2 seq.) and will provide a drug-free workplace doing all of the following.

- 3 A. Publish a statement notifying employees that unlawful manufacture, distribution,
4 dispensation, possession, or use of controlled substances is prohibited and
5 specifying actions to be taken against employees for violations, as required by
6 Government Code Section 8355 (a).
- 7 B. Establish a Drug-Free Awareness Program as required by Government Code
8 Section 8355 (a) to inform employees about all of the following:
- 9 1. The dangers of drug abuse in the workplace;
 - 10 2. The CONTRACTOR'S policy of maintaining a drug-free workplace;
 - 11 3. Any available counseling, rehabilitation, and employee assistance programs;
 - 12 and,
 - 13 4. Penalties that may be imposed upon employees for drug abuse violations.
- 14 C. Provide as required by Government Code Section 8355 (a) that every employee who
15 works in the program(s) funded through this Agreement:
- 16 1. Will receive a copy of the CONTRACTOR'S drug-free policy statement, and
 - 17 2. Will agree to abide by the terms of the CONTRACTOR'S statement as a
18 condition of employment on the Agreement.
- 19 D. Failure to comply with these requirements may result in suspension of payments
20 under the Agreement or termination of the Agreement or both and the
21 CONTRACTOR may be ineligible for award of future contracts if the COUNTY
22 determines that any of the following has occurred:
- 23 1. The CONTRACTOR has made a false certification or,
 - 24 2. Violates the certification by failing to carry out the requirements as noted above.

25 XXVI

26 TERMINATION PROVISIONS:

- 27 A. Either party may terminate this Agreement without cause, upon sixty (60) days
28 written notice served upon the other party.
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- B. The COUNTY may terminate this Agreement upon thirty (30) days written notice served upon the CONTRACTOR if sufficient funds are not available for the continuation of services.
- C. The COUNTY reserves the right, to terminate the Agreement without warning at the discretion of the Director or designee, when CONTRACTOR has been accused and/or found to be in violation of any County, State, or Federal laws and regulations.
- D. The COUNTY may terminate this Agreement with (30) days written notice due to a change in status, or delegation, assignment or alteration of the Agreement.
- E. The COUNTY may terminate this Agreement immediately if, in the opinion of the Director of Mental Health, CONTRACTOR fails to provide for the health and safety of participant(s) served under this Agreement. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper to the COUNTY.
- F. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY may take one or more of the following actions as appropriate:
 - 1. Temporarily withhold payments pending correction of the deficiency.
 - 2. Disallow (deny funds) for all or part of the cost or activity not in compliance.
 - 3. Wholly or partially suspend or terminate the Agreement and if necessary, request repayment to COUNTY if any disallowance is rendered after audit findings.
- G. After receipt of the Notice of Termination, pursuant to Paragraphs A, B, C, D, E or F above, or the CONTRACTOR is notified that the Agreement will not be extended beyond the performance period date, it is agreed that:
 - 1. CONTRACTOR shall:
 - a. Continue to provide the same level of service as previously required under the terms of this Agreement until the date of termination
 - b. Stop all services under this Agreement on the date, and to the extent specified, in the Notice of Termination;

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- c. If participants are to be transferred to another program for services, furnish to COUNTY, upon request, all participant information and documents deemed necessary by COUNTY to affect an orderly transfer;
 - d. If appropriate, assist COUNTY in effecting the transfer of participants in a manner consistent with the best interest of the participants' welfare;
 - e. Cancel outstanding commitments covering the procurement of materials, supplies, equipment and miscellaneous items. In addition, CONTRACTOR shall exercise all reasonable diligence to accomplish the cancellation of outstanding commitments required by this Agreement. With respect to these canceled commitments, the CONTRACTOR agrees to provide a written plan to Director (or his designee) within thirty (30) days for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitments. Such plan shall be subject to the approval or ratification of the COUNTY, which approval or ratification shall be final for all purposes of this clause;
 - f. Transfer to COUNTY and deliver in the manner, at the times, and to the extent, if any, as directed by COUNTY, any equipment, records or other documents which, if the Agreement had been completed, would have been required to be furnished to COUNTY; and
 - g. Take such action as may be necessary, or as COUNTY may direct, for the protection and preservation of the equipment, records or other documents, related to this Agreement which is in the possession of CONTRACTOR and in which COUNTY has or may acquire an interest;
- H. COUNTY shall continue to pay CONTRACTOR at the same rate as previously allowed until the date of termination, as determined by the Notice of Termination.
- I. In instances where the CONTRACTOR agreement is terminated and/or allowed to expire by the COUNTY and not renewed for a subsequent fiscal year, COUNTY reserves the right to enter into settlement talks with the CONTRACTOR in order to resolve any remaining and/or outstanding contractual issues, including but not

1 limited to, financials, services, billing, cost report, etc. In such instances of
2 settlement and/or litigation, CONTRACTOR will be solely responsible for associated
3 costs for their organizations legal process pertaining to these matters including, but
4 not limited to, legal fees, documentation copies, and legal representatives.
5 CONTRACTOR further understands that if settlement agreements are entered into
6 in association with this agreement, the COUNTY reserves the right to collect interest
7 on any outstanding amount that is owed by the CONTRACTOR back to the
8 COUNTY at a rate of no less than 5% of the balance.

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

12 K. CONTRACTOR shall submit a properly prepared cost report as required by the Cost
13 Report Section found in Exhibit C of this Agreement.

14 XXVII

15 DISPUTE:

16 In the event of a dispute between a designee of the DIRECTOR and the
17 CONTRACTOR over the execution of the terms of this Agreement and/or the quality of the
18 services being rendered, the CONTRACTOR may file a written protest with the appropriate
19 Program/Regional Manager of the COUNTY. CONTRACTOR shall continue with the
20 responsibilities under this agreement during any dispute. The Program/Regional Manager
21 shall respond to the CONTRACTOR in writing within ten (10) working days. If the
22 CONTRACTOR is dissatisfied with the Program/Regional Manager's response the
23 CONTRACTOR may file successive written protests up through the Department of Mental
24 Health's administrative levels of Assistant Director-Programs, Assistant Director-
25 Administration, and (finally) DIRECTOR. Each administrative level shall have twenty (20)
26 working days to respond in writing to the CONTRACTOR. The DIRECTOR'S decision shall
27 be final.

1 XXVIII

2 SEVERABILITY:

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

9 XXIX

10 VENUE:

11 Any action at law or in equity brought by either of the parties hereto for the purpose of
12 enforcing a right or rights provided by this Agreement shall be tried in a court of competent
13 jurisdiction in the COUNTY OF RIVERSIDE, CALIFORNIA, and the parties hereby waive all
14 provisions of law providing for a change of venue in such proceedings in any other county.

15 XXX

16 NOTICES:

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

20
21 COUNTY:

22 County of Riverside
23 Board of Supervisors
24 4080 Lemon Street, 5th floor
Riverside, CA 92501

21 INFORMATIONAL COPY:

22 County of Riverside
23 Department of Mental Health
24 3801 University Avenue, Suite 400
Riverside, CA 92501

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26 CONTRACTOR:

27 Oasis Rehabilitation Center, Inc.
28 47-915 Oasis Street
29 Indio, CA 92201

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**EXHIBIT A
SCOPE OF WORK**

CONTRACTOR NAME: Oasis Rehabilitation Center, Inc
PROGRAM NAME: Families and Schools Together (FAST)
DEPARTMENT I.D.: 4100221738-74720-536240

Prevention and Early Intervention Families and Schools Together (FAST)

The Prevention and Early Intervention (PEI) community planning process which included focus groups, community forums, and survey completion, resulted in the identification of prevention and early intervention needs for elementary school youth at the highest risk for the development of mental health challenges in Riverside County. COUNTY has established a program to target elementary school students and their families within Riverside County. This program includes the provision of an evidence-based practice that includes the family as participants and is provided on school sites.

1.1 PROGRAM GOALS

Primary program goals for this project are to reduce risk factors and improve protective factors for elementary age youth in Riverside County in order to reduce the risk of developing mental health problems. This can be achieved by program that focuses on enhancing family relationships, reducing parental and child stress, building their social support network, and empowering them to be the primary prevention agent in their children(s)' life.

1.2 TARGET POPULATION CRITERIA

The target populations to be served are families with youth who are in elementary schools attending Kindergarten through 3rd grade with priority to the following cultural populations: Hispanic, African American, Native American, Asian/Pacific Islander, Deaf/Hard of Hearing, and/or Lesbian, Gay, Bisexual, Transgender and Questioning (LGBTQ).

1.3 GEOGRAPHICAL LOCATION OF SERVICES

The target schools identified for the FAST service includes:

Desert Region: Coachella Valley Unified School District – Palm View

1 Elementary and Dwight Eisenhower Elementary.

2 **1.4 GENERAL PROGRAM REQUIREMENTS**

3 CONTRACTOR will work cooperatively with the COUNTY, local school districts
4 and community based organizations (with expertise related to the specific
5 target community, i.e., substance abuse, mental health, domestic violence,) to
6 comprehensively address the needs of the population outlined in Section 1.2.

7 **1.5.1 School Site (s)**

- 8 a. Services will be offered to families with youth who attend
9 elementary schools (K-3, including Transitional Kinder) in the
10 targeted geographical locations listed in section 3.3 , priority given
11 to schools with the following criteria:
- 12 1. Highest rates of free and reduced lunch;
 - 13 2. Highest rates of suspensions (% suspension for violence);
 - 14 3. Highest rates of English language learners; and
 - 15 4. Highest rates of students receiving special services.
- 16 b. The school or district site(s) must provide confidential space for
17 multi-family group meetings of fourteen 14 families that can
18 accommodate structured family activities and communications,
19 parent mutual-support, parent-child play therapy activities, and
20 family meals. The facility is required to have access to a food
21 preparation and storage area where meals can be prepared for and
22 served to program participants., (ie cafeteria and classrooms).
- 23 c. Facility must have a secured location to store confidential
24 information.
- 25 d. The school district site(s) must be in compliance with all applicable
26 state and local laws and requirements, including American
27 Disabilities Act (ADA).

28 **1.5.2 Program(s)**

- 29 a. Families and Schools Together (FAST) is the program that will be
30 utilized to meet the goals identified in this RFP in section 3.1.
- 31 b. FAST will be provided by one (1) stand alone FAST team at each

1 school or district site. FAST team members will include: two (2)
2 Community Based Organization Partners (ideally from separate
3 agencies), one (1) School Partner, and one (1) Parent Partner.

4 c. There will be no charge to the program participants.

5 **1.5 PROGRAM DESCRIPTION**

6 RCDMH is seeking to offer Prevention and Early Intervention services for
7 families of youth who attend Kindergarten (including Transitional Kindergarten)
8 through the 3rd grade, in the targeted elementary schools in school districts
9 described in Section 1.3.

10 **1.5.1 General Program Type**

11 a. **Families and Schools Together (FAST)** – FAST is an evidence-
12 based early intervention program (EBP) that uses a multi-family
13 group format designed to build protective factors for children, to
14 empower parents to be the primary prevention agents for their own
15 children, and to build supportive parent peer to peer networks. The
16 overall goal of the FAST program is to help at-risk youth succeed in
17 the community, at home, and in school, and thus, avoid problems
18 such as adolescent delinquency, violence, addiction, and dropping
19 out of school. School personnel refer at-risk students to FAST.
20 Trained team members meet with a student's family to discuss
21 concern and invite them to participate in the program. Participants
22 attend weekly, multi-family sessions lasting approximately two and
23 a half (2½) hours. Sessions include: planned opening and closing
24 routines, a family meal, structured family activities and
25 communications, parent mutual-support time and parent-child play
26 therapy. Trained team members consisting of a parent, a parent
27 partner, a school professional, and two (2) CBO partners facilitate
28 the sessions with expertise related to specific needs of the
29 community regarding, (i.e., substance abuse, mental health,
30 domestic violence).

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Sample FAST Session

3:30pm	Team Set Up/Team Planning
5:00pm	Registration/Collect Family Flag/ Choose Family Table
5:00pm	Family Meal
5:30pm	FAST Hello
5:35pm	Singing
5:40pm	Scribbles – Family Drawing Game
5:55pm	Family Charades
6:10pm	Kids Time
6:10pm	Buddy Time
6:25pm	Parent Group
7:05pm	Special Play
7:20pm	Family Lottery
7:25pm	Closing Circle/Announcements/Rain
7:30pm	Good Byes
7:30-8:30pm	Staff Clean Up/Team Debrief

- b. CONTRACTOR will provide a maximum of one (1) group per week per school site and will implement this program in weekly multi-family group/cycle format for eight (8) sessions as prescribed by the EBP. There will be a minimum of twelve (12) families enrolled to begin FAST with the goal to graduate fourteen (14) families per school per cycle. There will be two (2) cycles per academic year at each school site with two (2) school sites per region. The approximate number of families per school is 28, 56 families per region. CONTRACTOR will be expected to complete one (1) cycle at each school site with two (2) school sites per region for FY 2014/2015 due to contract starting mid-academic year. The approximate number of families per school is 14, 28 families per region for FY 2014/2015.
- c. FASTWORKS is the continuation stage of the FAST program and shall be provided to FAST parent graduates and is facilitated by the Parent Partner and one (1) CBO partner once a month. Meeting activities include but are not limited to: developing a mission statement and coordinating special play. The purpose of FASTWORKS is maintaining continued family involvement in

1 networking, schools and the community.

2 **1.5.2 Staffing Responsibilities and Qualifications**

3 CONTRACTOR shall ensure that the following staffing requirements,
4 which include, but are not limited to the following are met:

- 5 a. Hire staff that are culturally and ethnically representative of the
6 ethnic and gender characteristics of the individuals being served.
- 7 b. Ensure the provision of culturally competent services.
- 8 c. The four (4) FAST Team members must have attended and
9 satisfactorily completed the initial training(s) for FAST which are
10 coordinated and funded by the COUNTY.
- 11 d. Provide administrative, supervisory, and clerical support for the
12 program.
- 13 e. Ensures that FAST program maintains a minimum of 80% fidelity of
14 program components as observed by Training & Fidelity Liaison,
15 and as measured by the use of the EBP fidelity tool.
16 CONTRACTOR will comply with findings resulting from the EBP
17 fidelity tool.
- 18 f. Provide outcome measures to all program participants as outlined
19 in section 1.8.
- 20 g. Ensure that all staff and volunteers working with individuals
21 receiving service are fingerprinted (Live Scan), and pass DOJ and
22 FBI background checks.
- 23 h. Ensure that personnel are competent and qualified to provide the
24 services necessary.
- 25 i. Ensure that each team member sign a commitment letter that
26 upholds the FAST values, which include the following:
- 27 1. Parents are capable of being the primary teachers and nurturers
28 for their own children.
- 29 2. Families are central and critical to the children's educational
30 performance.
- 31 3. Stress and social isolation diminish parental effectiveness;

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- social support increases parental effectiveness.
- 4. Trusting relationships support the ability of families to access resources.
- 5. Policies and practices of the organizations should always support and include parents to enhance the parent-child relationship, rather than undermined or isolate the parent from his/her child.
- 6. Schools should be welcoming to all families.
- 7. Alcohol and other drug abuse keep families from succeeding. Prevention, intervention, and treatment of the disease of chemical dependency increases success.
- 8. Collaboration across systems to address the needs of all children is a necessary and important role.
- j. Each school district site will have one (1) FAST team. Each team will include at least one (1) Parent Partner, one (1) School Partner and two (2) Community Based Organization Partners.
- k. Ensure the following job descriptions are filled:
 - 1. **FAST CBO Partners (2 Total with 1 Lead)**
 - i. Responsibilities:
 - A. Serve as a team liaison between the FAST team and the CBO partners.
 - B. Assist with recruitment of families for the FAST program.
 - C. Serve as a consultant to the collaborative team in the area of professional expertise, (i.e., substance abuse counselor, mental health clinician, domestic violence expert, or gang prevention specialist).
 - D. Facilitate weekly FAST sessions and attend weekly planning and debriefing meetings with collaborative team.
 - E. May co-facilitate a parent self-help group with Parent Partner.
 - F. May plan and assist with children's time.

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- G. May assist with arranging transportation for families to and from FAST sessions.
 - H. Assist with weekly follow-up as appropriate.
 - I. Facilitate referrals for services/resources as requested by parents and work directly with the parents or combine efforts with other team members.
 - J. Provide a resource table that is appropriate for each particular community.
 - K. Inform parents of and act upon legal requirements of the team regarding suspected child abuse or neglect mentioned or observed during sessions.
- ii. CBO Partner LEAD- Additional Responsibilities
- A. Provide overall management and oversight for FAST program.
 - B. Provide regular progress reports on implementation to RCDMH.
 - C. Promote FAST program through public relations with various collaborative partners.
 - D. Ensure that FAST program operates within budgetary confines and provide budgetary guidelines to FAST site and FAST team members.
 - E. Coordinate with FAST team members and purchase supplies for each FAST cycle.
 - F. Provide FAST guidelines for agency recruitment of FAST Team members.
 - G. Assist in recruitment of FAST team members.
 - H. Convene and coordinate FAST Team meetings.
 - I. Maintain ongoing communication with RCDMH FAST trainer or FAST National trainer and ensures that FAST team maintains 80% fidelity of EBP as determined by the training and fidelity liaison.

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- J. Ensure the completion and submission of FAST evaluation forms and ensure that completed FAST cycle evaluation forms are submitted to RCDMH within 3 weeks of the completion of each cycle.
- K. Provide oversight of FAST team members and ensure that FAST teams maintain 75% of the original members.
- L. Coordinate with RCDMH to provide trainings for potential new team members.
- M. Respect confidentiality.

iii. Qualifications

- A. Desire to build partnerships with parents to improve outcomes for families and children.
- B. Values and supports parents as the primary prevention agent for their children.
- C. Willing to work a flexible schedule in order to accommodate afterschool and/or evening FAST sessions.
- D. Works well in a collaborative team environment with parents, school staff and CBO partners.

2. FAST Parent Partner (1):

i. Responsibilities:

- A. Represent families on the FAST team.
- B. Recruitment and retention of FAST families. Must be a parent of an enrolled student at selected school site.
- C. Support parents, assist with community linkages as requested and encourage parents to become actively involved with FAST, their children, the school and the community.
- D. Assist with the distribution, completion and collection of parent's pre- and post-FAST evaluation forms.

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- E. Co-facilitate the FAST parent's self-help group with a CBO.
- F. Teach and coach Special Play time along with other team members.
- G. Support families to be a successful host for weekly FAST session family meals.
- H. Maintain weekly communication with parents.
- I. Facilitate referrals for services/resources as requested by parents and work directly with the parents or combine efforts with other team members.
- J. Attend monthly FAST meetings and events.
- K. Organize and coordinate purchasing supplies, incentives, personalized family "lottery" baskets (minimum of \$50 per basket per family) and the meals for FAST sessions.
- L. Coordinate FAST Works sessions once a month. The budget shall not exceed \$1,200 per year (approximately \$100 per month). Any savings from any given month can be used in future months with the same fiscal year, but must be used for FAST Works only.
- M. Respects confidentiality.

ii. Qualifications

- A. Be representative of the families that participate in the FAST program.
- B. Be a FAST parent graduate (after the first session at a new FAST site).
- C. Be able to relate well and communicate with parents, school personnel and CBO partners.
- D. Have a working telephone.
- E. Have reliable/accessible transportation.

3. FAST School Partner (1):

i. Responsibilities:

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- A. Serve as team liaison between the FAST team and school personnel.
 - B. Provide an in-service training for school personnel about the FAST program and introduce FAST team to the school principal.
 - C. Assist with the members initial recruitment process of the FAST program by presenting FAST to children in class.
 - D. Conduct initial contact with parents about the FAST program and obtain a release for FAST recruitment visit.
 - E. Assure that all pre-test Teacher data is collected for each child before the first FAST session.
 - F. Serve as Kid's Time coordinator during multi-family FAST sessions. Kid's Time Coordinator shall plan and supervise activities, and monitor volunteers working with children.
 - G. With Parent Partner, maintain weekly communication with parents.
 - H. Facilitate referrals for services/resources as requested by parents and work directly with the parents or combine efforts with other team members.
 - I. With collaborative team, facilitate the weekly FAST sessions.
- ii. Qualifications
- A. Must be a paid school employee at the designated school site, (i.e.; teacher, counselor, social worker, support staff, etc.) and report to the FAST team and School Principal.
 - B. Desirous of developing partnerships between families and the school.
 - C. Values and supports parents as the primary prevention agent for their children.

1 D. In order to accommodate afterschool and/or evening
2 FAST sessions.

3 E. Works well in a collaborative team environment.

4 **1.6 REGULATORY COMPLIANCE**

5 CONTRACTOR shall:

- 6 1. Comply with any and all Federal, State or local laws and licensing
7 regulations including but not limited to Federal HIPAA regulations and State
8 of California Welfare and Institutions Code Section 5328 regarding
9 confidentiality.
- 10 2. Participate in the COUNTY annual contract monitoring as well as more
11 frequent program reviews. Any associated COUNTY Manager, Supervisor,
12 or their Designee, with proper identification, shall be allowed to enter and
13 inspect the facility.
- 14 3. Submit monthly documentation to COUNTY as outlined by COUNTY.
- 15 4. Maintain at all times appropriate licenses and permits to operate the
16 programs pursuant to State laws and local ordinances.

17 **1.7 DOCUMENTATION OF SERVICES**

18 CONTRACTOR shall maintain appropriate records documenting all of the
19 services provided through the contract. All confidential information shall be
20 stored in a locked space. The documentation of staffing, payroll, other program
21 costs, and program activities shall clearly indicate program staff time. These
22 records shall conform to the requirements of the Mental Health Oversight and
23 Accountability Commission and the Riverside County Department of Mental
24 Health. These records shall include, but are not limited to:

- 25 1. The CONTRACTOR shall maintain a log of referrals.
- 26 2. Documentation of participants, dates, and locations. Copies of material that
27 is presented/discussed. This may include screening documentation, sign-in
28 sheets, as well as contact notes.
- 29 3. Documentation of outreach efforts on a monthly basis.
- 30 4. Submit schedule of FAST cycle to RCDMHD 4 weeks prior to start day.
- 31 5. Monthly contract report, as outlined by COUNTY, shall be submitted to

1 COUNTY. This monthly report shall summarize CONTRACTOR activities.

2 6. All records maintained by the CONTRACTOR on behalf of COUNTY are the
3 property of COUNTY.

4 7. Other requirements may be determined as the Prevention and Early
5 Intervention plan is implemented.

6 8. Data entry into the County Management Information System (MIS).

7 **1.8 PERFORMANCE OUTCOMES**

8 1.8.1 Each provider as well as administrative personnel has received the
9 RCDMH Research Protocol which includes the outcome measures as
10 well as all other documentation requirements. The utilization of the
11 outcome measures and forms is mandatory. The measures are subject
12 to change. Compliance with the timelines for submitting documentation
13 is required. Failure to comply with Performance Outcomes or
14 performance based criteria could result in a disallowance of funds, as
15 well as failure to comply with submitting performance outcome
16 measurement tools will result in withholding funds until documents are
17 received.

18 1.8.2 Pre-evaluations will be to be submitted to RCDMH two (2) weeks after
19 the date of Session 2. Post evaluations will be submitted two (2)
20 weeks after date of Session 8.

21 1.8.3 Goals, Outcome Measurement Tools and Outcome Expectations:

22 a. Upon completing the program, CONTRACTOR will measure family
23 relationships with Family Environment Scale, Social Relationship
24 Scale, and the Self Efficacy Questionnaire with the expectation of
25 enhanced family relationships.

26 b. Upon completing the program, CONTRACTOR will measure social,
27 emotional, behavioral, and developmental problems in children
28 using the Strengths and Difficulty questionnaire Parent and
29 Teacher report with the expectation of a reduction of problematic
30 behaviors in children.

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- c. Upon completing the program, CONTRACTOR will measure parental involvement using the "Parental Involvement in Education Questionnaire" with the expectation of an increase in parental involvement.
- d. Upon completing the program, CONTRACTOR will measure parental and child daily life stress using the "Social Support Questionnaire and the Reciprocal Support Questionnaire" with the increase in social support.

1.8.4 Performance-Based Criteria:

- a. RCDMH shall evaluate CONTRACTOR on three (3) Performance-Based Criteria that measure the CONTRACTOR'S performance related to operational measures that are indicative of quality program administration. These criteria are consistent with the MHSA and the PEI plan. These measures assess the agency's ability to provide the required services and to monitor the quality of the services.
- b. Should there be a change in Federal, State and/or County policies/regulations, RCDMH, at its sole discretion, may amend these Performance-Based Criteria via a contract amendment.
- c. CONTRACTOR staff will participate in monthly meetings coordinated and facilitated by RCDMH related to implementation of the FAST program. These meetings are designed to assist in model adherence and in addressing any potential barriers to implementation of the EBP.

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d. The Performance-Based Criteria are as follows:

PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
1. CONTRACTOR will provide the FAST Program. Twenty-eight (28) unduplicated individuals per region will complete the program.	CONTRACTOR will submit all required documentation for each person participating in the program.	Twenty-eight (28) unduplicated individuals per region will complete the program. "Completed" is defined by completing 6-8 of the sessions.
2. CONTRACTOR will administer/complete appropriate outcome measure(s) included in the RCDMH Research Protocol.	CONTRACTOR will administer/complete appropriate outcome measures in formats and schedules designated by RCDMH.	Outcome measure(s) will be given prior to the first session and during the last session and/or at any additional intervals as determined by the evidence-based practice and by RCDMH.
3. CONTRACTOR will provide the program in line with the evidence-based program (EBP) guidelines.	Verification of staff training, utilization of EBP manuals, live observation of the program implementation, submission of video/audio recordings of program implementation, and participant focus groups.	100% of participants will receive the program consistent with the program guidelines.

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1.9 DISASTER PREPAREDNESS

CONTRACTOR shall maintain contingency plans to continue the delivery of services in the event of a man-made or natural disaster.

1.10 COUNTY SUPPORT AND TECHNICAL ASSISTANCE

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

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EXHIBIT B

LAWS, REGULATIONS AND POLICIES

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

General Regulations

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

Government Code 26227 (Contracting with County)

Adult System of Care

California Welfare and Institutions Code Sections 5689 et seq.

Case Management/Service Regulations

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

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

Welfare and Institutions Code 17608.05 (Maintenance of Effort)

42 Code of Federal Regulations 438.608 (Program Integrity Requirements)

California Welfare & Institutions Code Sections 5600.4 and 5699.4.

Charges and Billing (Financial Regulations)

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

1 California Welfare and Institutions Code 5704.5 & 5704.6 (Expenditure
2 Requirements)
3 Government Code 8546.7 (Audits)
4 Uniform Method of Determining Ability to Pay, State Dept. of Mental Health.
5 Centers for Medicare and Medicaid Services Manual
6 Child Abuse Reporting/Child Support
7 California Penal Code Sections 11164 – 11174.4 et seq.
8 Family Code, Section 5200 (Child Support)
9 Children System of Care
10 California Welfare and Institutions Code Section 5880 (Children System of Care)
11 Community Care Facilities
12 California Code of Regulations, Title 22, Division 6 (Social Security, Licensing of
13 Community Care Facilities)
14 Community Residential Treatment Program
15 California Welfare & Institutions Code Sections 5150 to 5152, 5600.2 to 5600.9
16 and 5672 to 5699 (Community Treatment)
17 California Welfare & Institutions Code Section 5670 et seq.
18 California Code of Regulations, Title 22, Division 6.
19 Confidentiality
20 California Welfare & Institutions Code Section 5328
21 California Welfare & Institutions Code Section 5330 (Monetary Penalties)
22 45 CFR Parts 160 and 164 (Standards for Privacy of Individually Identifiable
23 Health Information)
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Elderly and Dependent Adult Abuse Reporting

California Welfare & Institutions Code Sections 15600 et seq.

Health Care Facilities

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

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

California Welfare & Institutions Code Section 5680 et seq.

Life Support

California Welfare & Institutions Code Section 4075 to 4078

DMH Letter 03-04 (Health Care Facility Rates)

DMH Letter 86-01 (Life Support Supplemental Rate)

Medication Protocol

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

Riverside County Mental Health “Medication Guidelines” Publication

Minors in Health Care Facilities

California Welfare & Institutions Code Section 5751.7

Negotiated Net Amount and Negotiated Net Agreements

California Welfare and Institutions Code Sections 5705 to 5716

Non Discrimination

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

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

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

4 Section 504 of the Rehabilitation Act of 1973, Public Law 93-112 (Non-
5 Discrimination)

6 Patients Rights

7 California Welfare & Institutions Code Sections 5325 et seq.

8 California Code of Regulations, Title 22, Section 70707

9 Policies

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

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

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

14 County and Departmental policies, as applicable to this Agreement

15 Quality Assurance

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

17 Short-Doyle/Medi-Cal

18 California Code of Regulations, Title 22, Division 3

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

21 Social Rehabilitation Programs

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

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Special Education Pupils (AB 3632)

California Welfare & Institutions Code Section 18350 et seq.

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

Voter Registration

National Voter Registration Act of 1993

Rev. 03/10/04 nae

**EXHIBIT C
REIMBURSEMENT & PAYMENT**

CONTRACTOR NAME: Oasis Rehabilitation Center, Inc

PROGRAM NAME: Family and Schools Together

DEPARTMENT ID: 4100221738-74720-536240

A. REIMBURSEMENT:

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

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

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

2. CONTRACTOR Schedule I issued by COUNTY for budget purposes is attached hereto and incorporated herein with 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):

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

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

The final year-end settlement for Net Negotiated Amount contract(s) (only) shall be based upon the Net Negotiated Amount, as approved by

1 COUNTY, and not to exceed percentage(s) or amount(s) as specified in
2 the original contract proposal received and approved by the COUNTY.

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

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

9 B. MAXIMUM OBLIGATION:

10 COUNTY'S maximum obligation for FY 2014/2015 shall be \$57,752 (including
11 \$7,588 in start-up costs) subject to availability of Federal, State, local and/or
12 COUNTY funds.

13 C. BUDGET:

14 Schedule I presents (for budgetary and planning purposes only) the budget
15 details pursuant to this Agreement. Where applicable, Schedule I contains
16 department identification number (dept. id), the reporting unit (RU), billable and
17 non-billable mode(s) and service function(s), units, revenues received,
18 maximum obligation and source of funding pursuant to this Agreement.

19 D. REVENUES: If, when and/or where 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 Mental Health 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 not
25 limited to, fees for services, private contributions, grants or other funds.
26 All revenues received by CONTRACTOR shall be reported in their
27 annual Cost Report, and shall be used to offset gross cost.
- 28 2. If and when applicable, CONTRACTOR shall be responsible for
29 checking and confirming Medi-Cal eligibility for its patient(s)/client(s)
30 prior to the patient(s)/client(s) receiving services(s) and prior to services

1 being billed in order to ensure proper billing or Medi-Cal eligible services
2 for all applicable patient(s)/clients(s).

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

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

18 6. CONTRACTOR is obligated to collect from the client any Medicare co-
19 insurance and/or deductible if the site is Medicare certified.
20 CONTRACTOR is required to clear any Medi-Cal Share of Cost amount
21 (s) with the State. CONTRACTOR is obligated to attempt to collect the
22 cleared Share of Cost amount (s) from the client. CONTRACTOR must
23 notify the COUNTY in writing of cleared Medi-Cal Share of Cost (s)
24 within seventy two (72) hours (excluding holidays) of the
25 CONTRACTOR'S received notification from the State. Patients/clients
26 with share of cost Medi-Cal shall be charged their monthly Medi-Cal
27 share of cost in lieu of their annual liability. Medicare clients will be
28 responsible for any co-insurance and/or deductible for services rendered
29 at Medicare certified sites.

30 7. If and when applicable, all other clients will be subject to an annual
31 sliding fee schedule by CONTRACTOR for services rendered, based on

1 the patient's/client's ability to pay, not to exceed the CONTRACTOR'S
2 actual charges for the services provided. In accordance with the State
3 Department of Mental Health's Revenue Manual, CONTRACTOR shall
4 not be penalized for non-collection of revenues provided that reasonable
5 and diligent attempts are made by the CONTRACTOR to collect these
6 revenues. Past due patient/client accounts may not be referred to
7 private collection agencies. No patient/client shall be denied services
8 due to inability to pay.

9 8. If, when and/or where applicable, CONTRACTOR shall submit to
10 COUNTY, with signed contract, a copy of CONTRACTOR'S published
11 charges.

12 9. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays)
13 above and beyond the Contracted Schedule I rate, the CONTRACTOR
14 must notify the COUNTY within ten (10) days of signing the
15 AGREEMENT.

16 10. If, when and/or where applicable, CONTRACTOR must notify the
17 COUNTY if CONTRACTOR raises client fees. Notification must be made
18 within ten (10) days following any fee increase.

19 E. REALLOCATION OF FUNDS:

20 1. No funds allocated for any mode and service function as designated in
21 Schedule I may be reallocated to another mode and service function
22 unless written approval is given by the Program Manager prior to either
23 the end of the Contract Period of Performance or the end of the Fiscal
24 year (June 30th). Approval shall not exceed the maximum obligation.

25 2. In addition, CONTRACTOR may not, under any circumstances and
26 without prior approval and/or written consent from the Region/Program
27 Manager/Administrator and confirmation by the Supervisor of the
28 COUNTY Fiscal Unit, reallocate funds between mode and service
29 functions as designated in the Schedule I that are defined as non-
30 billable by the COUNTY, State or Federal governments from or to mode

1 and service functions that are defined as billable by the COUNTY, State
2 or Federal governments.

- 3 3. If this Agreement includes more than one Exhibit C, shifting of funds
4 from one Exhibit C to another is also prohibited without prior, explicit,
5 written consent and approval from the Region Program
6 Manager/Administrator prior to the end of either the Contract Period of
7 Performance or Fiscal year.

8 F. RECOGNITION OF FINANCIAL SUPPORT:

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

12 G. PAYMENT:

- 13 1. Monthly reimbursements may be withheld at the discretion of the
14 Director or its designee due to material contract non-compliance,
15 including audit disallowances invoice or contract overpayment and/or
16 adjustments or disallowances resulting from the COUNTY Contract
17 Monitoring Review (CMT), Program Monitoring and/or the Cost Report
18 Reconciliation/Settlement process.
- 19 2. In addition, if the COUNTY determines that there is any portion (or all) of
20 the CONTRACTOR invoice(s) that cannot be substantiated, verified or
21 proven to be valid in any way for any fiscal year, then the COUNTY
22 reserves the right to disallow and/or withhold current and/or future
23 payments from CONTRACTOR until valid, substantial proof of any
24 and/or all items billed for is received, verified and approved by the
25 COUNTY.
- 26 3. In addition to the CMT, Program Monitoring, and Cost Report
27 Reconciliation/Settlement processes, the COUNTY reserves the right to
28 perform periodic service deletes and denial monitoring for this
29 agreement throughout the fiscal year in order to minimize and/or
30 potentially prevent COUNTY and CONTRACTOR loss. The COUNTY,
31 at its discretion, may withhold and/or offset invoices and/or monthly

1 reimbursements to CONTRACTOR, at any time without prior notification
2 to CONTRACTOR, for service deletes and denials that may occur in
3 association with this agreement. COUNTY shall notify CONTRACTOR
4 of any such instances of services deletes and denials and subsequent
5 withholds and/or reductions to CONTRACTOR invoices or monthly
6 reimbursements.

- 7 4. Notwithstanding the provisions of Paragraph I-1 and I-2 above,
8 CONTRACTOR shall be paid in arrears based upon the actual units of
9 services provided and entered into the COUNTY'S specified Electronic
10 Management of Records (ELMR) system. CONTRACTOR will be
11 responsible for entering all client data into the COUNTY's ELMR
12 Provider Connect system on a monthly basis and approving their
13 services in the ELMR Provider Connect system for electronic notification
14 to the COUNTY for batching (invoicing) and subsequent payment.
15 CONTRACTOR must also submit to the COUNTY a signed Program
16 Integrity Form (PIF) **(attached as Exhibit C, Attachment A)** signed by
17 the Director of the CONTRACTOR organization or an authorized
18 designee of the CONTRACTOR organization. This form must be faxed
19 and/or emailed (PDF format only) to the COUNTY at fax: (951) 955-7361
20 and/or emailed to ELMR_PIF@rcmhd.org. The CONTRACTOR PIF form
21 must be received by the COUNTY via fax and/or email for the prior
22 month no later than 5:00 p.m. on the fifth (5th) working day of the current
23 month. Failure by the CONTRACTOR to enter and approve all
24 applicable services into the ELMR system for the applicable month, and
25 faxing and/or emailing the signed PIF, will delay payment to the
26 CONTRACTOR until the required documents as outlined herein are
27 provided. SD/MC billings shall be processed by the COUNTY and the
28 CONTRACTOR shall provide the COUNTY with all information
29 necessary for the preparation and audit of such billings.
- 30 5. The CONTRACTOR shall work with the COUNTY to generate a monthly
31 invoice for payment (through the ELMR system batching process) and

1 the COUNTY will work with the CONTRACTOR to access data in the
2 ELMR system for the CONTRACTOR to provide a quarterly report to
3 their designated COUNTY Region/Program describing outcomes, and
4 progress updates and services delivered based upon the contracts
5 Exhibit A "Scope of Work".

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

10 H. COST REPORT:

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

17 _____ Thirty (30) calendar days following the end of each fiscal year (June
18 30th), the expiration or termination of the contract, whichever occurs first.

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

22 _____ Seventy-Five (75) calendar days following the end of each fiscal year
23 (June 30th), the expiration or termination of the contract, whichever
24 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
29 regulations and guidelines to formulate proper cost reports, including but
30 not limited to OMB-circular A-122, OMB-circular A87, 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 may
7 result in delay of payment 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 H, 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 Schedule I, to provide Contract
28 Client Services, Prescriptions, Health Maintenance Costs, and Flexible
29 funding costs under this agreement on the annual cost report. Where
30 deemed applicable, Actual Costs for Indirect Administrative Expenses

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

3 I. 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, by certified
6 letter with a courtesy carbon copy to the Department of Mental Health's
7 Program Support Unit, in writing of such. The CONTRACTOR shall submit a
8 properly prepared Cost Report in accordance with requirements and deadlines
9 set forth in Section J before final payment is made.

10 J. AUDITS:

- 11 1. CONTRACTOR agrees that any duly authorized representative of the
12 Federal Government, the State or COUNTY shall have the right to audit,
13 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 contract is terminated in accordance with Section XXIX,
17 TERMINATION PROVISIONS, 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. Revenue
21 collected by CONTRACTOR during this period for services provided
22 under the terms of this Agreement will be regarded as revenue received
23 and deducted as such from the final reimbursement claim.
- 24 3. Any audit exception resulting from an audit conducted by any duly
25 authorized representative of the Federal Government, the State or
26 COUNTY shall be the responsibility of the CONTRACTOR. Any audit
27 disallowance adjustments may be paid in full upon demand or withheld
28 at the discretion of the Director of Mental Health against amounts due
29 under this Agreement or Agreement(s) in subsequent years.
- 30 4. The COUNTY will conduct Program Monitoring Review and/or Contract
31 Monitoring Review (CMT). Upon completion of monitoring, Contractor

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

11 **K. DATA ENTRY:**

- 12 1. CONTRACTOR understands that as the COUNTY implements its
13 current ELMR system to comply with Federal, State and/or local funding
14 and service delivery requirements, CONTRACTOR will, therefore, be
15 responsible for sending at least one representative to receive all
16 applicable COUNTY training associated with, but not limited to,
17 applicable service data entry, client registration, billing and invoicing
18 (batching), and learning how to appropriately and successfully utilize
19 and/or operate the current and/or upgraded ELMR system as specified
20 for use by the COUNTY under this agreement. The COUNTY will notify
21 the CONTRACTOR when such training is required and available.
- 22 2. CONTRACTOR is required to enter all units of service into the
23 COUNTY'S ELMR system for the prior month no later than 5:00 p.m. on
24 the fifth (5th) working day of the current month. Late entry of services
25 into the COUNTY'S ELMR system may result in financial and/or service
26 denials and/or disallowances to the CONTRACTOR.

27
28 /Rev. 05/4/2012 STL/ALM/RBE FY 12/13

29 ///

30 ///

31 ///



Mental Health Services Act Indirect Program Integrity Form

Billing/Service Period:	
Amount Certified:	
DeptID:	4100221738- 74720 - 536240
Provider Name:	Oasis Rehabilitation Center– Desert Regions
Contract Name/Region:	FAST
Service Location (Address):	
RU's Certified:	33HFPC
Bill Enumerator:	

Services and costs entered into Provider Connect are true, accurate, and correct.

Signature of Authorized Provider

Printed Name of Authorized Provider

Date: _____

Please submit completed form to: ELMR_PIF@rcmhd.org OR to 951-358-4792 Attn:Roize

SCHEDULE I

MENTAL HEALTH

CONTRACT PROVIDER NAME:

Oasis Rehabilitation -FAST

FY 2014/2015

ACTUAL COST (X)

4100221738-74720-536240

RU#: 33HFPC

MHSA PEI

		DESERT REGION									
		PALM VIEW ELEMENTARY				DWIGHT EISENHOWER ELEMENTARY					
TYPE OF MODALITY	PROGRAM	ENGAGEMENT/ OUTREACH	TRAINING	START UP	TOTAL	PROGRAM	ENGAGEMENT/ OUTREACH	TRAINING	START UP	TOTAL	REGION TOTAL
MODE OF SERVICE:	45	45	45	N/A		45	45	45	N/A		
SERVICE FUNCTION:	20	20	10	N/A		20	20	10	N/A		
PROCEDURE CODES:	601A	603A	760A	Kstart-up		601B	603B	760B	Kstart-up		
UNIT MEASUREMENT:	Actual Costs	Actual Costs	Minutes	Actual Costs		Actual Costs	Actual Costs	Minutes	Actual Costs		
NUMBER OF UNITS:	21,494	3,588	240	3794		21,494	3,588	240	3794		
COST PER UNIT:	\$ 1.00	\$ 1.00	0.00	\$ 1.00		\$ 1.00	\$ 1.00	0.00	\$ 1.00		
GROSS COST:	\$ 21,494.00	\$ 3,588.00	0.00	\$ 3,794.00	\$ 28,876	\$ 21,494.00	\$ 3,588.00	0.00	\$ 3,794.00	\$ 28,876	\$ 57,752
*Authorization Numbers											
LESS REVENUES COLLECTED BY CONTRACTORS:											
A. PATIENT FEES				0							0
B. PATIENT INSURANCE				0							0
C. OTHER				0							0
TOTAL CONTRACTOR REVENUES				0							0
MAXIMUM OBLIGATION	\$21,494	\$3,588	\$0	\$3,794	28,876	\$21,494	\$3,588	\$0	\$3,794	\$28,876	\$57,752
S OF F - MAX OBLIGATION:											
A. MHSA - PEI	\$21,494	\$3,588	\$0	\$3,794	\$28,876	\$21,494	\$3,588	\$0	\$3,794	\$28,876	\$57,752
F. OTHER:											
TOTAL (SOURCES OF FUNDING)	\$21,494	\$3,588	\$0	\$3,794	\$28,876	\$21,494	\$3,588	\$0	\$3,794	\$28,876	\$57,752

FUNDING SOURCES DOCUMENT: 2014/15 CLIB Net Funding

ADMIN SVCS ANALYST SIGNATURE:

FISCAL SERVICE SIGNATURE:

Revised: 10/20/14

ATTACHMENT 1

**BUDGET
FY 2014/2015**

1. Total hours	2193
2. Expenditures	
a. Personnel Salaries & Benefits Expenditures –	
1 –FAST TEAM -LEAD CBO Partner	\$15,008
1 –FAST TEAM CBO Partner- Lead	\$6,552
1 –FAST TEAM Parent Partner	\$12,871
1 – FAST TEAM School Partner	\$6,888
1 – Child Care Worker	\$1,260
1 – Direct & Program Support	\$7,861
Total Personnel Expenditures	\$50,440
b. Operating Expenditures*	
Translation and Interpreter Services	\$5,133
Staff Travel	\$2,347
Participant Transportation	\$793
General Office Expenditures (tape, stickers, copies, replacement name badges, photo paper, photo ink, card stock, lamination sheets, stapler, scissors) - per cycle	\$1,120
Rent, Utilities, Equipment; Janitorial services	\$747
Weekly Personalized Family "Lottery Basket" (minimum \$50 dollars each family) - per cycle	\$6,533
Other Operating Expenses	\$1,167
Weekly Meals (8 weeks x \$160 @ \$10 per family, up to 14 families total , \$80 for main dish \$80 side dishes) - per cycle	\$5,226
Paper Goods- plates, utensils, food gloves - per cycle	\$350
FAST WORKS Activities/Supplies and Food - per year	\$2800
Program Expenses- Incentives for Teachers completing Pre/Post Surveys (\$140), Family Flag Materials & Shipping – each set of 20 (\$45), Kid's Time Activities & crafts (\$300), replacement toys for special play boxes (\$50), 16 graduation certificates and holders (\$40), graduation decorations (\$150) –per cycle	\$3,476
Total Operating Expenditures	\$29,692
c. Indirect Administrative Expenses **	
Indirect Admin Costs	\$9,616
Total Indirect Administrative Expenses	\$9,616
TOTAL PROGRAM COSTS	\$89,748
START-UP COSTS	
Storage Tubs	\$480
Digital Camera, Memory Cards, Portable Photo Printer –(1 set per site).	\$1,000
Office Supplies- Tape, Glue, Stapler, Scissors, Plastic Name Badges (1 for each family member for each cycle , Card Stock, Pens, Golf Pencils	\$120
Special Play Boxes (\$18 each 1 for each family)	\$1,008
Child Care Toys	\$1,000
Feeling Charade Cards and Scribbles Pack	\$280
	\$0
TOTAL START UP	\$3,888

Families and Schools Together (FAST) Program

Data Collection Guidelines



RIVERSIDE COUNTY
DEPARTMENT OF MENTAL HEALTH

Mental Health Services Act -Prevention and Early Intervention

OVERVIEW

As part of RCDMH Prevention and Early Intervention (PEI) implementation it is important to ensure that program evaluation and outcome data is collected, not only to document the value and efficacy of the program, but also to provide information for learning and program improvement if needed. Keeping track and collecting information on participation in the Family and Schools Together (FAST) Program will also provide the necessary information to share with all interested stakeholders.

As part of the implementation for Prevention and Early Intervention (PEI), it is important to ensure that programs and outcomes are evaluated on a consistent basis. We know it can get detailed and takes extra time; however, it is necessary to show all the good work the program is promoting. This intervention program is designed to build protective factors for children, empower parents to be the primary prevention agents for their own children and to build supportive parent-to-parent networks. This evaluation will document the outcomes of this intervention program for children at risk.

It is really important that program staff use the following guidelines to document participation in the program. The funding provided for this program requires the collection of some basic information which will be shared with RCDMH and others. All identifying personal information is kept confidential.

Specific details on the information to be collected and the "How Tos" are provided on the following pages.

Families and Schools Together-Sign-In, Master Attendance Roster and Satisfaction

Data collection tool:	Purpose:	Collection How Tos:
<ul style="list-style-type: none"> FAST Sign-In 	<ul style="list-style-type: none"> To document the number of families who attend each session throughout the eight weeks of the program, along with group and travel/prep time. 	<ul style="list-style-type: none"> Collect attendance sheet at each class. Use the attendance sheets to complete the RCDMH Sign-In Sheet for each session in the 8-week series. Please document your class, travel and prep time on this Attendance sheet. <u>Provide copies of this form to RCDMH PEI staff per the directions in the FAST Evaluation Guidebook (pg. 5)</u>
<ul style="list-style-type: none"> FAST Master Attendance 	<ul style="list-style-type: none"> To provide a summary of the overall attendance during the 8-week session. This roster can also be used to note those that are dropping off in attendance and need follow-up contacts. 	<ul style="list-style-type: none"> Record attendance for the entire 8-week session on the Master Attendance . At the conclusion of the session, fill in the columns for those who completed all 8 sessions and for those not completing provide a brief reason why the participant did not complete. Reasons can be one word such as "moved", "transportation", etc. Use the FAST Sign-In Sheets to complete this form. <u>Provide copies of this form to RCDMH PEI staff per the directions in the FAST Evaluation Guidebook (pg. 5)</u>

Copies of all forms should be kept on file at the agency. It is required to submit completed forms monthly to RCDMH PEI Staff.

Families and Schools Together (FAST) - Outcome Measures

Data collection tool:	Purpose:	How Tos:
<ul style="list-style-type: none"> FAST Parent Pre Survey 	<ul style="list-style-type: none"> To establish a baseline of behaviors and attitudes of the FAST child prior to the start of the FAST program. Parents will choose one child in the household with whom they are having difficulty. Demographic information will also be collected on the pre survey. 	<ul style="list-style-type: none"> Complete the FAST Parent Pre Survey with the parent prior to the family attending their first FAST family session. This survey will be completed at the home visit by FAST Team members. Please ask parents to complete this pre-survey for one child in the home with whom they are having difficulty. Provide copies of this form to RCDMH PEI staff per the directions in the FAST Evaluation Guidebook (pg. 5)
<ul style="list-style-type: none"> FAST Parent Post Survey (Satisfaction items are included in the post survey). 	<ul style="list-style-type: none"> To measure program goals after completion of the program. Parents will complete this post survey for the same child for which they completed the pre-survey. The satisfaction items in the post survey will be used to gather feedback from participants on their perception of the program. 	<ul style="list-style-type: none"> Have parents complete the FAST Parent Post Survey within two weeks after the completion of the 8-week program. Please remind parents to complete the survey for the same child for whom they completed the pre survey. Provide copies of this form to RCDMH PEI staff per the directions in the FAST Evaluation Guidebook (pg. 5)

Copies of all forms should be kept on file at the agency. It is required to submit completed forms monthly to RCDMH PEI Staff.