

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



537

FROM: Department of Mental Health

SUBMITTAL DATE:
April 28, 2011

SUBJECT: Approve LaVista Recovery Centers, Inc. agreement termination and approve new agreements with MFI Recovery Centers, Inc.

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve the termination of the Prevention, Long Term Residential, Perinatal Residential, and Residential Detox substance abuse service agreements with La Vista Recovery Centers, Inc.;
2. Approve and authorize the Chairman of the Board of Supervisors to sign new agreements with MFI Recovery Centers, Inc. to provide Prevention, Long Term Residential, and Perinatal Residential Substance Abuse services;
3. Authorize the Riverside County Purchasing Agent to increase, decrease and/or amend the new agreements with MFI Recovery Centers, Inc. for up to 10% of the combined agreement amounts.

BACKGROUND: On March 11, 2008 and September 15, 2009, Items 3.34 and 3.32 respectively, the Riverside County Board of Supervisors approved the Riverside County Department of Mental Health (RCDMH) Substance Abuse Program service agreements with La Vista Recovery Centers, Inc. to provide Federal Block Grant funded Prevention, Long Term Residential, Perinatal Residential, and Residential Detox substance abuse services. **(Continued on Page 2).**

JW:CW:SL

Jerry Wengerd
Jerry Wengerd, Director
Department of Mental Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 73,979	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

SOURCE OF FUNDS: 100% Federal	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature *Debra Courmoyer*
Debra Courmoyer

FORM APPROVED COUNTY COUNSEL
 BY: *Mark Seller* DATE: 5/3/11
 PURCHASING AGENT: *Mark Seller*
 for Departmental Concurrence
 Mark Seller, Assistant Director
 Purchasing Agent
 Policy Consent
 Policy Consent
 Dept's Recomm.:
 Per Exec. Ofc.:

SUBJECT: Approve La Vista Recovery Centers, Inc. agreement termination and approve new agreements with MFI Recovery Centers, Inc.

BACKGROUND (CONTINUED):

La Vista Recovery Center, Inc. has been in business since 1974, providing services to senior citizens in the Hemet and San Jacinto areas of Riverside County for more than ten (10) years. However, on December 27, 2010, the RCDMH Substance Abuse Program was notified by La Vista Recovery Center, Inc. that they could no longer sustain operations and subsequently provide the aforementioned substance abuse services at their site located in San Jacinto at 2220 Girard St. and 294 E. Midway Avenue. Subsequently, La Vista Recovery Center chose to dissolve and on September 21, 2010, La Vista Recovery Center, Inc. entered into a management agreement with MFI Recovery Centers, Inc. to continue providing their required substance abuse services under the agreements with the RCDMH Substance Abuse Program, with the intent that MFI Recovery would purchase the assets of La Vista Recovery Center.

MFI Recovery Centers, Inc. has been in business since 1972, providing services in the communities of Riverside, Corona, Murrieta, Temecula, Hemet, San Jacinto and Banning. MFI Recovery Centers, Inc. has provided Federal Block Grant and Drug Medi-Cal funded Out Patient Drug Free, Perinatal Residential, and Long Term Residential substance abuse services for RCDMH for more than ten (10) years. La Vista Recovery Center, Inc. and MFI Recovery Center, Inc. have a viable history of working together as a collaboration to meet the goals of successfully providing Substance Abuse and Prevention services to the constituents of Riverside County.

After discussions with the Riverside County Board of Supervisors and the constituents of Riverside County, it has been decided that the constituents of Riverside County would best be served by allowing MFI Recovery Centers, Inc. to continue to provide the required substance abuse services previously provided by La Vista under a new service agreement. Therefore, the RCDMH is requesting the Board of Supervisors terminate the current substance abuse agreements with La Vista Recovery Centers, Inc., and approve and sign the new agreements with MFI Recovery Centers, Inc.

PERFORMANCE PERIOD:

The new agreements with MFI Recovery Centers, Inc. are effective upon the date of execution by the Board of Supervisors through June 30, 2011. These agreements contain termination provisions in case of unavailability of any applicable Federal, State and/or County funds.

FINANCIAL IMPACT:

The new agreements with MFI Recovery Centers, Inc. are as follows: (1) \$48,937 for Prevention; (2) \$20,130 for Long Term Residential; and (3) \$4,912 for Perinatal Residential. These contracts are funded with Federal Block Grant funds. The rates under these contracts remain unchanged. There are sufficient funds in the department's FY 10/11 budget to provide for these agreements, and no County funds are required.

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 MFI RECOVERY CENTER, INC. hereinafter referred to as "CONTRACTOR".

PREAMBLE

WHEREAS, the COUNTY wishes to extend to the residents of Riverside County certain substance abuse services contemplated and authorized by Title 9, California Code of Regulations, Sections 500 through 795, and California Health and Safety Code 11215-11997, which the CONTRACTOR is equipped, staffed and prepared to provide; and

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

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

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 1 through 46 and Exhibits A, B, and C attached hereto and incorporated herein.

CONTRACTOR

By: [Signature]

Craig Lambdin
Print Name

Date: 4-29-2011

COUNTY

By: _____
Bob Buster, Chairman, Board of Supervisors

Date: _____

Attest: _____
Kecia Harper-Ihem, Clerk of the Board

COUNTY COUNSEL:

Pamela J. Walls
Approved as to form

By: [Signature]
Deputy County Counsel

Larisa R-McKenna

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I

DESCRIPTION OF SERVICES:

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

II

PERIOD OF PERFORMANCE:

This contract shall be effective upon Board of Supervisors approval, and continue in effect through June 30, 2011. The contract may thereafter be renewed annually, up to an additional two (2) years, subject to the availability of funds.

III

REIMBURSEMENT AND USE OF FUNDS PAYMENT:

A. Reimbursement

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

B. Restrictions On Salaries

CONTRACTOR agrees that no part of any federal funds provided under this contract shall be used by the CONTRACTOR or its Subcontractors to pay the salary of an individual at a rate in excess of Level 1 of the Executive Schedule. Salary schedules may be found at <http://www.opm.gov/oca>.

1 C. Union Organizing

- 2 1. CONTRACTOR, by signing this Agreement, hereby acknowledges the
3 applicability of California Government Code Sections 16645 through Section
4 16649 of the State NNA contract.
5
6 2. CONTRACTOR will not assist, promote, or deter union organizing by
7 employees performing work on a state service contract, including a public
8 works contract.
9
10 3. CONTRACTOR will not, for any business conducted under this contract, use
11 any state property to hold meetings with employees or supervisors, if the
12 purpose of such meetings is to assist, promote or deter union organizing unless
13 the state property is equally available to the general public for holding
14 meetings.
15
16 4. If the CONTRACTOR incurs costs, or makes expenditures to assist, promote,
17 or deter union organizing, Contractor will maintain records sufficient to show
18 that no reimbursement from state funds has been sought for these costs, and the
19 CONTRACTOR shall provide those records to the Department of Mental
20 Health (RCDMH) and then to the Attorney General upon request.
21

22 D. Lobbying And Restrictions And Disclosures Certification

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

- 25 1. Certification and Disclosure Requirements
26 a) CONTRACTOR (or recipient) who requests or receives a contract, sub-
27 contract, grant or sub-grant, which is subject to Title 31, USC, Section
28

1 1352, and which exceeds \$100,000 at any tier, shall file a certification
2 (in the form set forth in by the COUNTY), consisting of one page,
3 entitled "Certification Regarding Lobbying" that the recipient has not
4 made, and will not make, any payment prohibited by sub-section B of
5 this provision.
6

7 b) CONTRACTOR shall file a disclosure (in the form set forth by the
8 COUNTY, entitled "Standard Form-LLL-Disclosure of Lobbying
9 Activities") if any funds other than federally appropriated funds have
10 been paid or will be paid to any person for influencing or attempting to
11 influence any officer or employee of any agency, a Member of
12 Congress, an officer or employee of Congress, or any employee of a
13 Member of Congress in connection with this federal grant.
14

15 c) CONTRACTOR shall require that the language of this certification be
16 included in the award documents for all sub-awards at all tiers
17 (including subcontracts, sub-grants, and contracts under grants, loans
18 and cooperative agreements) and that all sub-recipients shall certify and
19 disclose accordingly.
20

21 d) CONTRACTOR shall file a disclosure form at the end of each calendar
22 quarter in which there occurs any event that requires disclosure or that
23 materially affect the accuracy of the information contained in any
24 disclosure form previously filed by such person under Paragraph 1 (A)
25 herein. An event that materially affects the accuracy of the information
26 reported includes:
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- 1) A cumulative increase \$25,000, or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
- 2) A change in the person (s) or individual (s) influencing or attempting to influence a covered federal action;
- 3) A change in the officer(s), employee (s), or member (s) contacted for the purpose of influencing or attempting to influence a covered federal action;
- 4) CONTRACTOR who requests or receives from a person referred to in Paragraph 1 (a) of this provision a contract, subcontract, grant or sub-grant exceeding \$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above;
- 5) All disclosure forms (but no certifications) shall be forwarded from tier to tier until received by the entity referred to in Paragraph 1 (a) of this provision. The CONTRACTOR shall forward all disclosure forms to the COUNTY in order for the COUNTY to forward to AOD program contract manager.

E. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no Federal appropriated funds may be expended to pay any person influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the

1 following covered federal actions: the awarding of any federal contract, the making
2 of any federal grant, the making of any federal loan, entering into any cooperative
3 agreement, and the extension, continuation, renewal, amendment, or modification of
4 any federal contract, grant, loan or cooperative agreement.
5

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

19 IV

20 PROGRAM SUPERVISION, MONITORING AND REVIEW:

21 Pursuant to Title 9, California Code of Regulations, Division 4, and Health and
22 Safety Code, services hereunder shall be provided by CONTRACTOR under the
23 general supervision of the COUNTY Director of Mental Health, hereinafter called
24 DIRECTOR, or his authorized designee.
25

26 A. CONTRACTOR agrees that any duly authorized representative of the Federal
27 Government, the State, or COUNTY shall have the right to audit, inspect, excerpt,
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1 copy or transcribe any pertinent records and documentation relating to this
2 Agreement or previous year's Agreements.

3
4 B. If this contract is terminated in accordance with Section XXVI, TERMINATION
5 PROVISIONS, COUNTY may conduct a final audit of the CONTRACTOR. Final
6 reimbursement to CONTRACTOR by COUNTY shall not be made until audit
7 results are known and all accounts are reconciled. Revenue collected by
8 CONTRACTOR during this period for services provided under the terms of this
9 Agreement will be regarded as revenue received and deducted as such from the final
10 reimbursement claim.
11

12 C. Any audit exception resulting from an audit conducted by any duly authorized
13 representative of the Federal Government, the State or County shall be the
14 responsibility of the CONTRACTOR. Any audit disallowance adjustments may be
15 paid in full upon demand or withheld at the discretion of the DIRECTOR against
16 amounts due under this Agreement or previous year's Agreement(s).
17

18 D. The COUNTY will conduct an Annual Administrative, Fiscal, and Clinical Contract
19 Monitoring. Upon completion of the monitoring, CONTRACTOR will be mailed a
20 report summarizing the results of the site visit. If discrepancies are noted during the
21 Contract Monitoring, a Corrective Plan of Action will be submitted by
22 CONTRACTOR within thirty (30) calendar days of receipt of the report.
23 CONTRACTOR failure to respond within thirty (30) calendar days may result in
24 withholding of payment until the Corrective Plan of Action is received.
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STATUS OF CONTRACTOR:

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

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

CONTRACTOR is responsible for payment and deduction of all employment-related taxes on CONTRACTOR'S behalf and for CONTRACTOR'S employees, including but not limited to all federal and state income taxes and withholdings. COUNTY shall not be required to make any deductions from compensation payable to CONTRACTOR for these purposes. CONTRACTOR shall indemnify COUNTY against any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this contract; and CONTRACTOR shall indemnify

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

3
4 VI

5 ADMINISTRATIVE CHANGE IN STATUS:

- 6 a. If, during the term of the Agreement, there is a change in CONTRACTOR'S
7 status, a detailed description of the change must be submitted to COUNTY in
8 writing at least sixty (60) days prior to the effective date of the change. A
9 change in status is defined as a name change not amounting to a change of
10 ownership, moving a facility's service location within the same region,
11 closing a facility with services being offered in another already existing
12 contracted facility, or change in services offered without an increase to the
13 contract maximum. Other changes to the contract may result in a more
14 formal contract amendment. Involuntary changes of status due to disasters
15 should be reported to the COUNTY as soon as possible.
- 16
17
18 b. CONTRACTOR is responsible for providing to the COUNTY, annually, at
19 the beginning of each fiscal year and upon execution of the
20 CONTRACTOR'S agreement, emergency and/or after hour contact
21 information for the CONTRACTOR'S organization. CONTRACTOR
22 emergency and/or after hour contact information shall include, but is not
23 limited to, first and last name of emergency and/or after hour contact,
24 telephone number, cellular phone number, and applicable address(s).
25 CONTRACTOR shall provide this information to the COUNTY at the same
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27
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1 time the CONTRACTOR provides the COUNTY with annual insurance
2 renewals and/or changes to insurance coverage.

- 3 c. CONTRACTOR shall be responsible for updating this information,
4 immediately and in writing, when changes in CONTRACTOR'S emergency
5 and/or after hour contact information occurs during the fiscal year or prior to
6 the end of the fiscal year. Written CONTRACTOR updates of this
7 information shall be provided to the COUNTY in accordance with Section
8 XXXIII-Notices of this agreement.
9
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11 VII

12 DELEGATION AND ASSIGNMENT:

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

2 ALTERATION:

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

7 IX

8 LICENSES:

9 CONTRACTOR warrants that it has all necessary licenses, permits, approvals,
10 certifications, waivers and exemptions necessary to provide services hereunder and
11 required by the laws or regulations of the United States, State of California, the county
12 of Riverside and all other appropriate governmental agencies, and agrees to maintain
13 these throughout the term of this Agreement. CONTRACTOR shall notify
14 DIRECTOR, or his designee, immediately and in writing of its inability to maintain,
15 irrespective of the pendency of an appeal, such licenses, permits, approvals,
16 certifications, waivers or exemptions. In addition, all treatment providers will be
17 licensed and/or certified as Alcohol and Other Drug (AOD) providers by the State.
18 Drug Medi-Cal providers must have both certifications; one as a Drug Medi-Cal
19 provider and one as an AOD provider.
20

21 X

22 INDEMNIFICATION:

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

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11 XI

12 INSURANCE:

13 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or
14 hold harmless the County of Riverside, CONTRACTOR shall procure and maintain or cause
15 to be maintained, at its sole cost and expense, the following insurance coverage during the
16 term of this Agreement.

17 A. Workers' Compensation:

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

26
27 B. Commercial General Liability:
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1 Commercial General Liability insurance coverage, including but not limited to, premises
2 liability, contractual liability, completed operations, personal and advertising injury
3 covering claims which may arise from or out of CONTRACTOR'S performance of its
4 obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and
5 Departments of the County of Riverside, their respective directors, officers, Board of
6 Supervisors, employees, elected and appointed officials, agents or representatives as
7 Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per
8 occurrence combined single limit. If such insurance contains a general aggregate limit, it
9 shall apply separately to this agreement or be no less than two (2) times the occurrence
10 limit.
11

12
13 C. Vehicle Liability:

14 If CONTRACTOR uses any vehicles or mobile equipment in the performance of the
15 obligations under this Agreement, CONTRACTOR shall maintain liability insurance for
16 all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per
17 occurrence combined single limit. If such insurance contains a general aggregate limit, it
18 shall apply separately to this agreement or be no less than two (2) times the occurrence
19 limit. Policy shall name, all Agencies, Districts, Special Districts, and Departments of the
20 County of Riverside, their respective directors, officers, Board of Supervisors,
21 employees, elected and appointed officials, agents or representatives as Additional
22 Insured.
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25 D. Professional Liability:

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

14 E. General Insurance Provisions - All lines:

- 15 1. Any insurance carrier providing insurance coverage hereunder shall be admitted to
16 the State of California and have an A.M. BEST rating of not less than an A: VIII (A:
17 8) unless such requirements are waived, in writing, by the COUNTY Risk Manager.
18 If the County's Risk Manager waives a requirement for a particular insurer such
19 waiver is only valid for that specific insurer and only for one policy term.
20
- 21 2. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or
22 self-insured retentions. If such deductibles or self-insured retentions exceed
23 \$500,000 per occurrence such deductibles and/or retentions shall have the prior
24 written consent of the County Risk Manager before the commencement of
25 operations under this Agreement. Upon notification of deductibles or self insured
26 retentions which are deemed unacceptable to the COUNTY, at the election of the
27
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1 COUNTY'S Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or
2 eliminate such deductibles or self-insured retentions as respects this Agreement with
3 the COUNTY, or 2) procure a bond which guarantees payment of losses and related
4 investigations, claims administration, defense costs and expenses.
5

6 3. The CONTRACTOR shall cause their insurance carrier(s) to furnish the County of
7 Riverside with 1) a properly executed original Certificate(s) of Insurance and
8 certified original copies of Endorsements effecting coverage as required herein; or,
9 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide
10 original Certified copies of policies including all Endorsements and all attachments
11 thereto, showing such insurance is in full force and effect. Further, said Certificate(s)
12 and policies of insurance shall contain the covenant of the insurance carrier(s) shall
13 provide no less than thirty (30) days written notice be given to the County of
14 Riverside prior to any material modification or cancellation of such insurance. In the
15 event of a material modification or cancellation of coverage, this Agreement shall
16 terminate forthwith, unless the County of Riverside receives, prior to such effective
17 date, another properly executed original Certificate of Insurance and original copies
18 of endorsements or certified original policies, including all endorsements and
19 attachments thereto evidencing coverage and the insurance required herein is in full
20 force and effect. Individual(s) authorized by the insurance carrier to do so on its
21 behalf shall sign the original endorsements for each policy and the Certificate of
22 Insurance. Certificates of insurance and certified original copies of Endorsements
23 effecting coverage as required herein shall be delivered to Riverside County Mental
24 Health Department, P.O. Box 7549, Riverside, CA 92513-7549, Contracts Division.
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1 CONTRACTOR shall not commence operations until the County of Riverside has
2 been furnished original Certificate(s) of Insurance and certified original copies of
3 endorsements or policies of insurance including all endorsements and any and all
4 other attachments as required in this Section.
5

6 4. It is understood and agreed by the parties hereto and the CONTRACTOR'S
7 insurance company(s), that the Certificate(s) of Insurance and policies shall so
8 covenant and shall be construed as primary insurance, and the COUNTY'S
9 insurance and/or deductibles and/or self-insured retentions or self-insured programs
10 shall not be construed as contributory.
11

12 5. CONTRACTOR shall pass down the insurance obligations contained herein to all
13 tiers of subcontractors working under this Agreement.
14

15 6. Failure by CONTRACTOR to procure and maintain the required insurance shall
16 constitute a material breach of contract upon which COUNTY may immediately
17 terminate or suspend this Agreement.
18

19 XII

20 LIMITATION OF COUNTY LIABILITY:

21 Notwithstanding any other provision of this Agreement, the liability of COUNTY
22 shall not exceed the amount of funds appropriated in the support of this Agreement by the
23 California Legislature.
24

25 XIII

26 WARRANTY AGAINST CONTINGENT FEES:

27 CONTRACTOR warrants that no person or selling agency has been employed or
28 retained to solicit or secure this Agreement upon any agreement or understanding for any

1 commission, percentage, brokerage, or contingent fee, excepting bona fide employees or
2 bona fide established commercial or selling agencies maintained by CONTRACTOR for
3 the purpose of securing business. For CONTRACTOR'S breach or violation of this
4 warranty, COUNTY may, at its sole discretion, deduct from the Agreement price of
5 consideration, or otherwise recover, the full amount of such commission, percentage,
6 brokerage, or contingent fee.
7

8 XIV

9 NONDISCRIMINATION:

10 A. Employment:

- 11
- 12 1. Affirmative Action shall be taken to ensure that applicants are employed, and
13 that employees are treated during employment, without regard to their race,
14 religion, color, sex, national origin, age, sexual preference, or disabilities. Such
15 affirmative action shall include, but not be limited to the following:
16 employment, upgrading, demotion or transfer; recruitment or recruitment
17 advertising; layoff or termination; rate of pay or other forms of compensation;
18 and selection for training, including apprenticeship. There shall be posted in
19 conspicuous places, available to employees and applicants for employment,
20 notices from DIRECTOR, or his designee, and/or the United States Equal
21 Employment Opportunity Commission setting forth the provisions of this
22 Section.
23
- 24
- 25 2. All solicitations or advertisements for employees placed by or on behalf of
26 CONTRACTOR shall state that all qualified applicants will receive
27
28

1 consideration for employment without regard to race, religion, color, sex,
2 national origin, age, sexual preference, or disabilities .

3
4 3. Each labor union or representative of workers with which CONTRACTOR has
5 a collective bargaining agreement or other contract or understanding must post
6 a notice advising the labor union or worker's representative of the
7 commitments under this Nondiscrimination Section and shall post copies of the
8 notice in conspicuous places available to employees and applicants for
9 employment.

10
11 4. In the event of noncompliance with this section or as otherwise provided by
12 State and Federal law, this Agreement may be terminated or suspended in
13 whole or in part and CONTRACTOR may be declared ineligible for further
14 contracts involving State funds.

15
16 B. Services, Benefits, and Facilities:

17 1. CONTRACTOR certifies that CONTRACTOR and any or all of its
18 Subcontractors shall not lawfully discriminate in the provision of services
19 because of race, color, creed, national origin, sex, age, or physical, sensory,
20 cognitive, or mental disability as provided by state and federal law and in
21 accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)];
22 Age Discrimination Act of 1975 (42 USC 6101); Section 504 of the
23 Rehabilitation Act of 1973 (29 USC 794) (as amended); Education
24 Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990
25 (42 USC 12101); Title 45, CFR, Part 84; provisions of the Fair Employment
26 and Housing Act (Government Code Section 12900 et. Seq.) and regulations
27
28

1 promulgated hereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division
2 3, Article 9.5 of the Government Code commencing with Section 11135; and
3 Chapter 6 of Division 4 of Title 9 of the CCR, commencing with Section
4 10800.

5
6 2. For the purpose of this Agreement, discrimination on the basis of race, color,
7 creed, national origin, sex age, or physical, sensory, cognitive, or mental
8 disability includes, but is not limited to, the following: denying an otherwise
9 eligible individual any service or providing benefit which is different, or is
10 provided in a different manner or at a different time, from that provided to
11 others under this Agreement; subjecting any otherwise eligible individual to
12 segregation or separate treatment in any matter related to the receipt of any
13 services; restricting an otherwise eligible individual in any way in the
14 enjoyment of any advantages or privilege enjoyed by others receiving any
15 services or benefit; and/or treating any individual differently from others in
16 determining whether such individual satisfied any admission, enrollment,
17 eligibility, membership, or other requirement or condition which individuals
18 must meet in order to be provided any service or benefit.

19
20
21
22 3. CONTRACTOR shall further establish and maintain written procedures
23 under which any person, applying for or receiving services hereunder, may
24 seek resolution from CONTRACTOR of a complaint with respect to any
25 alleged discrimination in the provision of services by CONTRACTOR'S
26 personnel. Such procedures shall also include a provision whereby any such
27 person, who is dissatisfied with CONTRACTOR'S resolution of the matter,
28

1 shall be referred by CONTRACTOR to the DIRECTOR, or his authorized
2 designee, for the purpose of presenting his or her complaint of alleged
3 discrimination. Such procedures shall also indicate that if such person is not
4 satisfied with COUNTY'S resolution or decision with respect to the
5 complaint of alleged discrimination, he or she may appeal the matter to the
6 State Department of Alcohol and Drug Programs. CONTRACTOR will
7 maintain a written log of complaints for a period of seven (7) years.
8

9
10 4. CONTRACTOR will maintain a safe facility in accordance with Title 9,
11 Chapter 11, Section 1810.435 (b)(2) of the California Code of Regulations.
12 CONTRACTOR will store and dispense medications in compliance with all
13 applicable State and Federal laws and regulations and COUNTY'S
14 "Medication Guidelines," available from the COUNTY Quality
15 Improvement- Outpatient Division.
16

17 5. **USE FOR NEW CONTRACTS:** A completed ADA /504 Self-Evaluation
18 (Access to Services) Plan, including a Checklist for Accessibility must be
19 submitted as a part of the application process requirement for contracting. **OR**
20 **USE FOR CONTRACT RENEWALS:** An ADA/504 (Access to Services)
21 Plan must be completed and submitted to the Disability Access Project. The
22 plan must include a timeline for achieving accessibility.
23

24 6. CONTRACTORS that relocate must find space that is accessible.
25 CONTRACTORS that renovate their existing space must meet accessibility
26 standards in order to maintain funding, certification or licensure.
27
28

1 7. CONTRACTORS that are not currently accessible to people with disabilities
2 must have a written and posted referral policy and plan developed in
3 conjunction with the county alcohol and drug program administration and
4 consumers must be provided with a copy of this policy.

5
6 8. Existing facilities must provide a current written ADA/504 (Access to
7 Services) Plan to the County at each renewal, including a current Disability
8 Admission and Referral Policy developed in conjunction with the County ADP
9 Administration.
10

11 XV

12 PERSONS WITH DISABILITIES:

13 CONTRACTOR agrees to comply with Section 504 of the Rehabilitation Act of
14 1973, as amended (29 USC 794) and all requirements as imposed by the applicable
15 Federal Department of Health and Human Services (DHHS) regulations (45 CFR 84), and
16 all guidelines and interpretations issued pursuant thereto. No qualified person with a
17 disability shall on the basis of their disability be excluded from participation, be denied the
18 benefits of, or otherwise be subjected to discrimination under any program, service
19 activity or employment opportunity provided by programs licensed or certified by the
20 California Department of Alcohol and Drug Programs.
21

22 XVI

23 REPORTS:

24 A. CONTRACTOR shall participate in the COUNTY'S Management Information
25 System (MIS) as required by the Director, or his authorized designee. CONTRACTOR
26 shall report to the program, applicable client and staff related data regarding the
27 CONTRACTOR'S program by the fifth (5th) working day of the following month.
28

1 Any provider that receives any public funding for Alcohol and Other Drug (AOD)
2 treatment services and all Narcotic Treatment Program (NTP) providers must report
3 CALOMS data for all their clients receiving treatment, whether those individual client
4 services are funded by public funds or not.

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

9 C. CONTRACTOR shall comply with the treatment and prevention data quality
10 standards established by the State. Failure to meet these standards on an ongoing
11 basis may result in withholding funds.

12
13 D. As this contract relates to Nondiscrimination and Institutional Safeguards for
14 Religious Providers, the CONTRACTOR shall establish such processes and
15 procedures as necessary to comply with the provisions of Title 42, USC, Section
16 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B) Charitable Choice
17 Regulations.

18
19 E. CONTRACTOR shall submit DATAR (Drug and Alcohol Treatment Access Reports)
20 to the State, due by the 10th day following the end of each month, All providers must
21 log onto the State ADP website at <https://apps.adp.ca.gov> and follow the prompts to
22 Submit the DATAR Form. In addition, COUNTY will monitor CONTRACTORS
23 DATAR submission on a monthly basis through the DATAR website. Failure to
24 comply with the DATAR requirements may result in the withholding of
25 CONTRACTOR payments until CONTRACTOR is found to be in compliance with
26 this requirement by the Director and/or its designee.

27 F. CONTRACTOR shall comply with the State reporting requirements pursuant to the
28 California Code of Regulations, Title 9, section 10561. Upon the occurrence of any of
the events listed hereafter the CONTRACTOR shall make a telephonic report to the

1 State department licensing staff (hereinafter "department") within one (1) working
2 day. The telephonic report is to be followed by a written report to the department
3 within seven (7) days of the event. If a report to local authorities exists which meets
4 the requirements cited, a copy of such a report will suffice for the written report
5 required by the department.

6 (1) Events reported shall include:

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

16 (2) Information provided shall include the following:

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

22 (1) The organizational changes specified in Section 10531(a) of this
23 subchapter

24 (2) Any change in the licensee's or applicant's mailing address

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

27 G. COUNTY reserves the right to perform a further investigation of any and all adverse
28 incidents as outlined in paragraph F above at their discretion, and based on the

1 outcome of the adverse incident investigation; COUNTY may suspend
2 CONTRACTOR referrals or terminate CONTRACTOR contract until COUNTY
3 receives corrective action.

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

- 6 1. ensure that CONTRACTOR provides notice to their clients of their right to
7 alternative services in such case;
- 8 2. ensure that CONTRACTOR refers clients to alterative services in such cases;
9 and
- 10 3. Fund and/or provide alternative services. Alternative services are services
11 determined by the State to be accessible, comparable, and provided within a
12 reasonable period of time from another substance abuse provider (alternative
13 provider) to which the client has no religious objection.

14 I. As a condition of receiving reimbursement from the COUNTY, all direct treatment
15 providers must be engaged in following the five key principles of Evidenced Based
16 Predictors of change according to the Network for the Improvement of Addiction
17 Treatment (NIATX) as follows:

- 18 1. Understand and Involve the Customer
- 19 2. Focus on Key Problems
- 20 3. Select the right change leader
- 21 4. Seek ideas from outside the field and organize
- 22 5. Do Rapid Cycle testing

23 The above mentioned five (5) key principles of change will be used to improve one
24 (1) or more of the following four (4) NIATX project aims:

- 25 1. Reduce Waiting times
- 26 2. Reduce No-Shows
- 27 3. Increase Admissions
- 28 4. Increase continuation rates

1 One report must be submitted from the CONTRACTOR to the RCDMH Substance
2 Abuse Services Program Administrator or designee prior to the end of the fiscal year
3 for the implementation of one 90 day duration of change, for one of the four NIATX
4 project aims. This report is to include the following:

- 5 1. Identification of the project aim
- 6 2. The base line measure number
- 7 3. The change objective: change and percentage
- 8 4. The 90 day measure (30 and 60 day measurements, if available): number
9 and change percentage.

10 XVII

11 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

12 The CONTRACTOR in this Agreement is subject to all relevant requirements
13 contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA),
14 Public Law 104-191, enacted August 21, 1996, Title 42 Code of Federal Regulations, Part
15 2, and the laws and regulations promulgated subsequent thereto. The CONTRACTOR
16 hereto agrees to cooperate in accordance with the terms and intent of this Agreement for
17 implementation of relevant law(s) and/or regulation(s) promulgated under this law.
18
19

20 XVIII

21 CONFIDENTIALITY:

22 CONTRACTOR shall maintain the confidentiality of all its records, including but
23 not limited to billings, COUNTY records, client records, and COUNTY'S management
24 information system in accordance with Health and Safety Code, Sections 11760 through
25 11841, Title 42 Code of Federal Regulations, Part 2, and all other applicable COUNTY,
26 State and Federal laws, regulations, ordinances and directives relating to confidentiality of
27 client records and information.
28

- 1 A. CONTRACTOR is required to have in effect a system to protect from inappropriate
2 disclosure patient records maintained in connection with any activity funded under
3 this Agreement. This system shall include provisions for employee education on the
4 confidentiality requirements and the fact that disciplinary action may occur upon
5 inappropriate disclosures. CONTRACTOR agrees to implement administrative,
6 physical, and technical safeguards that are reasonable and appropriately to protect
7 the confidentiality, integrity and availability of all confidential information that it
8 creates, receives, maintains or transmits.
- 9
10
11 B. CONTRACTOR shall protect from unauthorized disclosure, confidential client
12 identifying information obtained or generated in the course of providing services
13 pursuant to this contract except for non-identifying statistical information. The
14 CONTRACTOR shall not use identifying information for any purpose other than
15 carrying out the CONTRACTOR'S obligations under this contract
- 16
17 C. CONTRACTOR shall not disclose confidential client identifying information except
18 as authorized by client, clients' legal representative or as permitted by Federal or
19 State law, to anyone other than the COUNTY or State or Federal without prior valid
20 authorization from the client or clients' legal representative in accordance with State
21 and Federal laws. Any disclosures made shall be logged and the log maintained in
22 accordance with State and Federal law.
- 23
24 D. If CONTRACTOR receives any requests for records or subpoena, from attorneys,
25 insurers or beneficiaries for copies of bills, CONTRACTOR will provide the
26 COUNTY with a copy of any document released as a result of such request, and will
27 provide the name, address and telephone number of the requesting party.
28

1 E. CONTRACTOR shall require all its officers, employees, associates, and agents
2 providing services hereunder to be trained in the requirement of HIPAA Security and
3 Privacy Rules, as well as the CONTRACTOR'S Security and Privacy policies and
4 procedures, and will acknowledge, in writing, understanding of and Agreement to
5 comply with said confidentiality provisions.
6

7 F. CONTRACTOR shall notify the Riverside County Substance Abuse Manager or the
8 Riverside County Department of Mental Health Compliance Officer within twenty-
9 four (24) hours during a workweek of any suspected or actual breach of computer
10 system security, if the security breach would require notification under Civil Code
11 Section 1798.82. CONTRACTOR agrees to materially assist the COUNTY in any
12 action pertaining to such unauthorized disclosure required by applicable Federal or
13 State.
14

15
16 XIX

17 RECORDS/INFORMATION AND RECORD RETENTION:

18 A. MEDICAL/CLIENT RECORDS:

19 CONTRACTOR shall maintain adequate medical records on each individual client
20 which shall include diagnostic procedures, evaluation studies, problems to be
21 addressed, medications provided, and records of service provided by the various
22 personnel in sufficient detail to make possible an evaluation of services, including
23 records of client interviews and progress notes. Client records shall contain a
24 completed copy of the American Society of Addiction Medicine (ASAM) tool and a
25 copy of the Addiction Severity Index (ASI) tool. Client records shall be maintained
26 and retained by CONTRACTOR for a minimum of seven (7) years following
27
28

1 discharge of the client except that the records of unemancipated minors shall be kept
2 at least seven 7 years after such minor has reached the age of eighteen (18) years.

3
4 B. Shared Records:

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

10
11 C. Financial Records:

12 CONTRACTOR shall maintain complete financial records that clearly reflect the
13 cost of each type of service for which payment is claimed. Any apportionment of
14 costs shall be made in accordance with generally accepted accounting principles and
15 shall evidence proper audit trails reflecting the true cost of the services rendered.
16 Allowable costs shall be those costs defined in the State of California DADP Drug
17 Fiscal System Manual and any changes thereto. Statistical data shall be kept and
18 reports made as required by the DIRECTOR, or his designee, and the State of
19 California. All such records shall be available for inspection by the designated
20 auditors of COUNTY or State at reasonable times during normal business hours.
21 Appropriate financial records shall be maintained and retained by CONTRACTOR
22 for at least five (5) years or, in the event of an audit exception and appeal, until the
23 audit finding is resolved, whichever is later.

24
25
26 D. COUNTY is the owner of all patient care/client records. In the event that the
27 contract is terminated, the CONTRACTOR is required to prepare and box the client
28

1 medical records so that they can be archived by the COUNTY, according to the
2 procedures developed by the COUNTY. The COUNTY is responsible for taking
3 possession of the records and storing them according to regulatory requirements. The
4 COUNTY is required to provide the CONTRACTOR with a copy of any medical
5 record that is requested by the CONTRACTOR, as required by regulations, at no
6 cost to the CONTRACTOR, and in a timely manner.
7

8 XX

9 STAFFING:

10
11 CONTRACTOR shall operate continuously throughout the term of this Agreement
12 in conformance to the staffing expectations as may be additionally-described in Exhibit A.
13 Personnel shall be qualified, holding appropriate licenses and/or certifications in
14 accordance with the Health and Safety Code, Sections 11215 through 11997, the
15 requirements set forth in Title 9 of the California Code of Regulations, State Department
16 of Alcohol and Drug Programs policy letters, and any amendments thereto. Furthermore,
17 CONTRACTOR acknowledges all its officers; employees, associates and agents
18 providing services hereunder are eligible for reimbursement for said services by their
19 exclusion from the "List of Excluded Parties" Federal registry.
20
21

22 A. During the term of this Agreement, CONTRACTOR shall have available and shall
23 provide upon request to authorized representatives of COUNTY a list of persons by
24 name, title, and professional degree including licensing, experience, credentials,
25 Cardiopulmonary Resuscitation Training, First Aid training, languages spoken,
26 Race/Ethnicity with an option to select "Prefer Not to Say" and/or certification and
27 experience of persons providing services hereunder, and any other information deemed
28 necessary by the Director or designee. These certification requirements are pursuant to
Sections 11755, 11864, 11876(a) and 11834.50 of the California Health and Safety

1 Code and sections 9846, 10125 and 10564 of the California Code of Regulations.
2 Please visit the ADP web site at www.adp.ca.gov for registration/certification
3 requirements.

4 B. During the term of this Agreement, Contractor with fifteen (15) or more employees
5 will designate a Disability Access Coordinator. The Access Coordinator is
6 responsible for the development and implementation of the program's ADA/ 504
7 Self-Evaluation Plan and Annual Updates.
8

9 C. CONTRACTOR shall institute and maintain an in-service training program of
10 treatment review and case conferences and/or prevention strategies as appropriate, in
11 which professional and other appropriate personnel shall participate.
12

13 D. The CONTRACTOR recognizes the importance of child and family support
14 obligations and shall fully comply with all applicable State and Federal laws relating
15 to child and family support enforcement, including, but not limited to, disclosure of
16 information and compliance with earnings assignment orders, as provided in Chapter
17 8, commencing with Section 5200, of Part 5 of Division 9 of the Family Code.
18

19 E. Contractor shall establish and disseminate written policies for all employees that
20 include detailed information about the False Claims Act and the other provisions
21 named in section 1902(a)(68)(A). Included in these written policies shall be detailed
22 information about contractor's policies and procedures for detecting and preventing
23 fraud, waste, and abuse in federal, state and local health care programs. Contractor
24 shall also include in any employee handbook a specific discussion of the laws
25 described in the written policies, the rights of employees to be protected as
26 whistleblowers, and a specific discussion of Contractor's policies and procedures for
27 detecting and preventing fraud, waste and abuse.
28

1 F. Out-Patient Treatment Providers are required to post their hours of operation near the
2 entry to their facilities and provide the SUBSTANCE ABUSE PROGRAM
3 SERVICES ADMINISTRATOR (or designee) a copy of the hours of operation.

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

11 XXI

12 CULTURAL COMPETENCY

13
14 A. CONTRACTOR shall provide services pursuant to this Agreement in a culturally
15 competent manner by recruiting, hiring, maintaining and providing staff who can
16 deliver services in the manner specified to the diverse multi-cultural population
17 served under this Agreement. CONTRACTOR shall provide multi-cultural services
18 in a language appropriate and culturally sensitive manner, in a setting accessible to
19 diverse communities. Multi-cultural diversity includes, but is not limited to,
20 ethnicity; age; sexual preference; gender and persons who are disabled.
21 CONTRACTOR shall document its efforts to provide multi-cultural services in the
22 manner specified. Documentation may include, but is not limited to the following:
23 records in personnel files attesting to efforts made in recruitment and hiring
24 practices; participation in COUNTY sponsored and other cultural competency
25 training; the availability of literature in multiple languages/formats as appropriate:
26
27
28

1 and identification of measures taken to enhance accessibility for, and sensitivity to,
2 persons with disabilities .

3 1. CONTRACTOR shall demonstrate program access; linguistically appropriate
4 and timely substance abuse service delivery; staff training; and organizational
5 policies and procedures related to the treatment of culturally diverse
6 populations. CONTRACTOR shall perform specific outcome studies, on-site
7 reviews and written reports to be made available to the COUNTY upon
8 request.

9 2. CONTRACTOR shall provide services that are non-discriminatory and that
10 meet the individual needs of the multi-cultural beneficiaries to be served.
11 CONTRACTOR shall ensure that high quality accessible substance abuse care
12 includes:

- 13 a. Clinical care and therapeutic interventions which are linguistically and
14 culturally appropriate; including, at a minimum, admission, discharge,
15 and medication consent forms available in Spanish.
- 16 b. Have a comprehensive management strategy to address culturally and
17 linguistically appropriate services, including strategic goals, plans,
18 policies, procedures and designated staff responsible for implementation.
- 19 c. Medically appropriate interventions, which acknowledge specific cultural
20 influences.
- 21 d. Provision and utilization of qualified interpreters within twenty-four (24)
22 hours of identified need.
- 23
24
25
26
27
28

- e. Screening and certification of interpreters as specified in subparagraph 3 a below.
- f. Training to substance abuse providers in building the cultural knowledge and skill required to provide culturally appropriate treatment of client population served.
- g. Develop and implement a strategy to recruit, retain and promote qualified, diverse and culturally competent administrative, clinical and support staff that are trained and qualified.
- h. Client related information translated into the various languages of the diverse populations served.
- i. Provide oral and written notices, including translated signage at key points of contact, to clients in their primary language informing them of their right to receive no-cost interpreter services.

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

- a. A qualified interpreter is defined as someone who is fluent in English and in the necessary second language, who can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate substance abuse terminology necessary to

1 convey information such as symptoms or instructions to the client in both
2 languages.

3
4 b. A fluently bilingual person, who is not trained in the provision of
5 substance abuse services, must complete training prior to providing
6 services, which covers terms and concepts associated with substance
7 abuse medications, and cultural beliefs and practices which may
8 influence the client's mental health condition.

9
10 4. CONTRACTOR agrees to comply with the COUNTY'S Cultural Competency
11 Plan as set forth in the Board of Supervisors approved Cultural Competency
12 Plan. The Cultural Competency Plan may be obtained from the COUNTY'S
13 website at www.mentalhealth.co.riverside.us or by contacting the COUNTY'S
14 Cultural Competency Manager or designee upon written request via certified
15 mail or facsimile to:

16
17 Riverside County Department of Mental Health Cultural Competency Program

18 P.O. Box 7549

19 Riverside, California 92513

20 Attention: Cultural Competency Manager

21 Fax: 951-358-4792

22
23 5. CONTRACTOR agrees to meet with COUNTY'S Cultural Competency
24 Program Manager, as needed by the CONTRACTOR and as coordinated by
25 the COUNTY, to determine and implement cultural competency activities that
26 shall include, but is not limited to, compliance with the cultural competency
27 requirements outlined in Section XXI of this agreement.
28

- 1 6. COUNTY will provide technical assistance to CONTRACTOR in the areas of
 2 cultural competency as needed and requested by CONTRACTOR.
 3
 4 7. CONTRACTOR will be responsible for participating in cultural competency
 5 trainings as required by the COUNTY'S Cultural Competency Plan. The
 6 following is a partial list of annual cultural competency trainings and topics
 7 that may be available through the COUNTY to assist CONTRACTORS with
 8 meeting training requirements, though capacity will be limited: Cultural
 9 Formulation; Multicultural Knowledge; Cultural Sensitivity; Cultural
 10 Awareness; Social/Cultural Diversity; Mental Health Interpreter Training;
 11 Training Staff in the use of Mental Health Interpreters; Training in the Use of
 12 Interpreters in the Mental Health Setting. In order to attend the COUNTY
 13 offered trainings, CONTRACTOR must contact the Cultural Competency
 14 Manager at the contact information location in subparagraph 1 of paragraph A.
 15 in Section XXI-CULTURAL COMPENTENCY.
 16
 17 8. CONTRACTOR will be responsible for reporting back to the COUNTY,
 18 annually in writing, all cultural competency related trainings that staff
 19 members have taken. The following format is recommended:
 20
 21

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

1 CONTRACTOR training information shall be submitted via facsimile to 951-
2 358-4792 to the attention of the COUNTY Cultural Competency Program
3 Manager on or before June 30 of each fiscal year.
4

- 5 9. CONTRACTOR is responsible for notifying the COUNTY Cultural
6 Competency Program Manager in writing if the June 30th deadline can not be
7 met. CONTRACTOR will be responsible for requesting an extension from the
8 COUNTY'S Cultural Competency Program Manager. All requests for
9 extensions must be put in writing and mailed or faxed to the COUNTY'S
10 Cultural Competency Program Manager at the contact information listed
11 herein.
12

13 XXII

14 CONFLICT OF INTEREST:

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

20 XXIII

21 PATIENT RIGHTS:

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

1 XXIV

2 WAIVER OF PERFORMANCE:

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

7 XXV

8 DRUG-FREE WORKPLACE CERTIFICATION:

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

- 17 A. Publish a statement notifying employees that unlawful manufacture, distribution,
18 dispensation, possession, or use of controlled substances is prohibited and specifying
19 actions to be taken against employees for violations, as required by Government
20 Code Section 8355 (a).
21
22 B. Establish a Drug-Free Awareness Program as required by Government Code Section
23 8355 (a) to inform employees about all of the following:
24
25 1. The dangers of substance abuse in the workplace.
26
27 2. The CONTRACTOR'S policy of maintaining a drug-free workplace.
28
3. Any available counseling, rehabilitation, and employee assistance programs.
4. Penalties that may be imposed upon employees for substance abuse violations.

1 C. Provide as required by Government Code Section 8355 (a) that every employee who
2 works on the proposed contract:

- 3 1. Will receive a copy of the CONTRACTOR'S drug-free policy statement, and
4
5 2. Will agree to abide by the terms of the CONTRACTOR'S statement as a
6 condition of employment on the contract.

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

12 D. The CONTRACTOR has made a false certification or,

13 E. Violates the certification by failing to carry out the requirements as noted above.
14

15 XXVI

16 TERMINATION PROVISIONS:

- 17 A. Either party may terminate this Agreement without cause, upon sixty (60) days
18 written notice served upon the other party.
- 19 B. Termination does not release CONTRACTOR from the responsibility of securing
20 Protected Health Information (PHI) data.
- 21 C. The COUNTY may terminate this Agreement upon thirty (30) days written notice
22 served upon the CONTRACTOR if sufficient funds are not available for
23 continuation of services.
- 24
25 D. The COUNTY reserves the right, to terminate the contract without warning at the
26 discretion of the Director or designee, when CONTRACTOR has been accused
27 and/or found to be in violation of any County, State, or Federal laws and regulations.
28

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

4
5 F. The COUNTY may terminate this Agreement immediately if, in the opinion of the
6 Director of Mental Health, CONTRACTOR fails to provide for the health and safety
7 of patients served under this contract. In the event of such termination, the
8 COUNTY may proceed with the work in any manner deemed proper to the
9 COUNTY.

10
11 G. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY
12 may take one or more of the following actions as appropriate:

- 13 a. Temporarily withhold payments pending correction of the deficiency.
14
15 b. Disallow (that is deny funds) for all or part of the cost or activity not in
16 compliance.
17
18 c. Wholly or partially suspend or terminate the Agreement and if necessary,
19 request repayment to COUNTY if any disallowance is rendered after audit
20 findings.

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

25 I. CONTRACTOR shall:

- 26 a. Stop all services under this Agreement on the date, and to the extent
27 specified, in the Notice of Termination;
28

- 1 b. Continue to provide the same level of care as previously required under the
2 terms of this Agreement until the date of termination;
- 3 c. If clients are to be transferred to another facility for services, furnish to
4 COUNTY, upon request, all client information and documents deemed
5 necessary by COUNTY to affect an orderly transfer;
- 6
7 d. If appropriate, assist COUNTY in effecting the transfer of clients in a manner
8 consistent with the best interest of the clients' welfare;
- 9 e. Cancel outstanding commitments covering the procurement of materials,
10 supplies, equipment and miscellaneous items. In addition, CONTRACTOR
11 shall exercise all reasonable diligence to accomplish the cancellation of
12 outstanding commitments required by this Agreement, which relate to
13 personal services. With respect to these canceled commitments, the
14 CONTRACTOR agrees to provide a written plan to Director (or his designee
15 within thirty (30) days for settlement of all outstanding liabilities and all
16 claims arising out of such cancellation of commitments. Such plan shall be
17 subject to the approval or ratification of the COUNTY, which approval or
18 ratification shall be final for all purposes of this clause;
- 19
20
21
22 f. Transfer to COUNTY and deliver in the manner, at the times, and to the
23 extent, if any, as directed by COUNTY, any equipment which, if the
24 Agreement had been completed, would have been required to be furnished to
25 COUNTY; and
- 26
27 g. Take such action as may be necessary, or as COUNTY may direct, for the
28 protection and preservation of the equipment related to this Agreement which

1 is in the possession of CONTRACTOR and in which COUNTY has or may
2 acquire an interest;

3
4 i. COUNTY shall continue to pay CONTRACTOR at the same rate as
5 previously allowed until the date of termination, as determined by the Notice
6 of Termination.

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

19
20
21 J. The CONTRACTOR shall submit a termination claim to COUNTY promptly after
22 receipt of a Notice of Termination, or on expiration of this Agreement as specified in
23 Section II, PERIOD OF PERFORMANCE, but in no event, later than thirty-two
24 (32) days from the effective date thereof, unless an extension, in writing, is granted
25 by the COUNTY.
26
27
28

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

6 DISPUTE:

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

25 SEVERABILITY:

26 If any provision of this Agreement or application thereof to any person or
27 circumstances shall be declared invalid by a court of competent jurisdiction, or is in
28

1 contravention of any Federal, State, or County statute, ordinance, or regulation, the
2 remaining provisions of this Agreement or the application thereof shall not be invalidated
3 thereby and shall remain in full force and effect, and to that extent the provisions of this
4 Agreement are declared severable.
5

6 XXIX

7 VENUE:

8 Any action at law or in equity brought by either of the parties hereto for the purpose of
9 enforcing a right or rights provided by this Agreement shall be tried in a court of competent
10 jurisdiction in the County of Riverside and the parties hereby waive all provisions of law
11 providing for a change of venue in such proceedings in any other COUNTY.
12

13 XXX

14 NOTICES:

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

19 CONTRACTOR:

20 MFI RECOVERY CENTERS, INC.
21 5870 ARLINGTON AVE STE 103
22 RIVERSIDE CA 92504
23 ATTENTION: PRESIDENT OR CEO

24 COUNTY:

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

INFORMATIONAL COPY TO:

RIVERSIDE COUNTY
DEPARTMENT OF MENTAL HEALTH
P.O. BOX 7549
RIVERSIDE, CA 92513-7549
ATTENTION: PROGRAM SUPPORT

1 a. CONTRACTOR shall provide all clients with a Notice of Privacy Practices
2 information brochure or pamphlet during the time of the client's first visit. The
3 CONTRACTOR is subsequently responsible for reissuing the Notice of
4 Privacy Practices information brochure or pamphlet to all clients every three
5 (3) years at a minimum and/or every time the Notice of Privacy Practices
6 information is updated and/or changes."

7 XXXI

8 MEETINGS:

9 A. As a condition of this Agreement, CONTRACTOR shall agree to attend the mandatory
10 all-provider meeting scheduled quarterly by the RCDMH Substance Abuse Program
11 Services Administrator or Designee. Appropriate level of CONTRACTOR staff to
12 attend this meeting shall be at Program Director level or above. Critical information
13 and data is disseminated at these meetings and will not be provided at any other time.

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15 rev: 10/20/10 cw
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1 EXHIBIT A

2 CONTRACTOR NAME: MFI RECOVERY CENTER, INC. INTERIM PERINATAL-
3 NNA/DAS (NON DMC: RES. PERINATAL)

4 DEPT ID / PROGRAM: 4100514141/55600

5 "CONTRACTOR", shall provide services on behalf of the County of Riverside
6 Department of Mental Health (RCDMH) Substance Abuse Program.

7
8 I. SCOPE OF SERVICES

9 A. RESIDENTIAL PERINATAL:

- 10 1. Residential Perinatal is defined as non acute care, typically over 30 days, in
11 a setting with treatment services for substance abuse. The federal definition
12 of perinatal is pregnant or postpartum up to 60 days after the delivery of the
13 baby.
- 14 2. All new participants shall be oriented to the services, requirements, and
15 physical layout of the program.
- 16 3. A health questionnaire shall be completed for each participant upon
17 admission. The screening procedure shall contain questions regarding use of
18 alcohol and other drugs, medical conditions and complications, and history of
19 DT's alcoholic seizures, and convulsions.
- 20 4. Participants shall be referred promptly for medical or psychiatric evaluation
21 when deemed appropriate by staff.
- 22 5. Transportation shall be provided or arranged for those participants referred to
23 other services as needed.
- 24 6. Written recovery and exit plans which establish individual recovery objectives
25 shall be developed with all participants. The plans shall be reviewed with
26 participants and updated as appropriate.
- 27 7. A comprehensive directory of community resources shall be available and up
28 to date.

- 1 8. Participants shall be encouraged to utilize the services of various community
2 resources and given all possible assistance in doing so.
- 3 9. Staff shall encourage and support a family-type, peer-oriented environment
4 which creates a sense of fellowship that is evident throughout the program.
- 5 10. A non-drinking, drug-free environment shall be maintained; abstinence is a
6 requirement for all program participants.
- 7 11. Program participants shall be actively involved in both the maintenance of the
8 program as a non-drinking environment and in the support of overall program
9 policies.
- 10 12. Policies regarding drinking and other drug use and re-admission shall be
11 strictly enforced.
- 12 13. A planned program of educating clients on the effects of alcohol and/or other
13 drug abuse shall be offered on a regularly scheduled basis.
- 14 14. Participants shall be involved in frequent informal discussions with each other
15 and staff concerning alcohol and other drug problems and recovery.
- 16 15. Formal individual and group sessions for participants shall be provided on a
17 regularly scheduled basis. Such sessions shall be directed toward maintaining
18 sobriety, recovery and involvement in related community recovery resources.
- 19 16. Participants shall be expected to participate in all activities of the program
20 unless excused due to illness, outside appointments, or work.
- 21 17. Participants shall be involved in recreational planning where emphasis shall
22 be placed on the development of personal recreational pursuits. The schedule
23 of activities shall be current and posted.
- 24 18. Program shall have adequate recreational materials and opportunities.

25 **B. PERINATAL SERVICES**

- 26 1. The COUNTY requires CONTRACTOR adherence to the requirements listed
27 in the perinatal services network guidelines as set forth by the State of
28 California Alcohol and Drug Programs (ADP) located on the ADP website

1 (http://www.adp.ca.gov/Perinatal/pdf/Guidelines_09.pdf) from providers that
2 receive perinatal non-medi-cal funds.

3 **II. FACILITY:**

- 4 A. CONTRACTOR shall provide a therapeutic setting in which treatment services
5 can be provided that will enable the client to resolve alcohol and/or other drugs
6 and live a substance free life.
- 7 B. CONTRACTOR shall provide copy of any Conditional Use Permit(s) for the
8 present facilities as required by State and/or local ordinances.
- 9 C. CONTRACTOR shall provide upon request, a valid license issued by ADP for all
10 applicable facilities.
- 11 D. The site location shall be easily accessible in terms of parking and public
12 transportation.
- 13 E. The environment shall be healthy and safe, and the physical appearance and
14 condition of the facility shall be adequate.
- 15 F. CONTRACTOR shall ensure that the facility(s) will provide a comfortable, home-
16 like atmosphere with space for activities designed to assist residents in developing
17 drug-free lifestyles. The facility will also have, at a minimum: a kitchen, dining
18 room, living room, and laundry facilities, with enough space for leisure time and
19 group activities.

20
21 **III. ADMISSION CRITERIA:**

- 22 A. Upon provisional admission of a COUNTY client to a contracted facility,
23 CONTRACTOR will FAX to the RCDMH Substance Abuse Program Services
24 Administrator (or designee) a copy of a legible individualized admission request.
25 Admission requests for individuals admitted prior to 1:00 p.m. on holidays or
26 weekends will be FAXED to the RCDMH Substance Abuse Program Services
27 Administrator (or designee) prior to 1:00 p.m. the next working day.

1 B. The RCDMH Substance Abuse Program Services Administrator (or designee) will
2 evaluate the request and, as appropriate, approve or deny the level of care by 1:00
3 p.m. the following working day. Clients admitted to an inappropriate level of care
4 will be assisted by the CONTRACTOR and the COUNTY in transition to an
5 appropriate level of care. **Admission requests that exceed the above provisional
6 periods are subject to denial. The provisional period shall not exceed three (3)
7 days from the date of client admission.**

8 C. Clients referred for residential perinatal and residential detoxification shall be
9 assessed by the COUNTY to determine if he/she meets the minimum program
10 admission criteria as follows:

- 11 1. The individual requesting admission must be reported or observed to
12 present behavior that indicates that alcohol and/or substance abuse is
13 currently causing significant dysfunction in their life, either, socially,
14 psychologically, physically and/or behaviorally.
- 15 2. The individual must be 18 years of age or older.
- 16 3. If applicable, the individual must be assessed appropriate for detox.
- 17 4. The individual does not demonstrate drug or alcohol induced psychosis and
18 does not present a significant threat to self, staff or other potential clients.

19 D. CONTRACTOR shall admit, on priority basis pregnant addicts, women who are
20 addicted and who have dependent children, injecting drug addicts, and substance
21 abusers infected with HIV or who have tuberculosis. Clients shall not be required
22 to disclose whether they are HIV positive. Priority admissions to the program shall
23 be given in the following order:

- 24 1) Pregnant addicts
- 25 2) Women who are addicted and who have dependent children
- 26 3) Injecting drug addicts
- 27 4) Substance abusers infected with HIV or who have tuberculosis
- 28 5) All others

1 E. CONTRACTOR shall establish a procedure that provides for emergency medical
2 services for patients in residence. CONTRACTOR shall also arrange for each
3 resident to have a chest x-ray or interdermal tuberculin test within five (5) days of
4 the patient's admission to CONTRACTOR'S facility

5 IV. ORGANIZATION/CRITERIA:

- 6 1. Clients involved with alcohol and/or other drug use shall be the primary
7 criterion for participation in the program.
8 2. The program shall have written objectives which reflect its purpose as well
9 as philosophy of treatment and recovery. Objectives shall also outline the
10 program's activities.
11 3. Program objectives shall be measurable and have achievement time frames.
12 4. Contractor shall be organized in such a way that lines of authority and
13 reporting relationships are clearly defined and are known to staff through a
14 current organization chart.

15 V. INTERIM SERVICES:

16 When any person referred to or seeking services from CONTRACTOR cannot be
17 admitted within five (5) days due to non-availability of COUNTY-paid slots,
18 CONTRACTOR shall refer the person to the nearest COUNTY Substance Abuse
19 Program Outpatient facility for interim treatment. Pursuant to 45CFR96/ NNA Contract,
20 CONTRACTOR shall make available interim services not later than 48 hours after a
21 woman (pregnant only) seeks treatment when treatment is not available. CONTRACTOR
22 shall provide assistance to residents in filling out any applicable applications for Welfare,
23 Medi-Cal, and/or any other applicable social service.

24
25 VI. TREATMENT METHODOLOGY RESIDENTIAL PERINATAL:

26 A. Treatment methodology used by the program shall be approved by the RCDMH
27 Substance Abuse Program Services Administrator (or designee). Any deviations
28 from these service provisions shall be cleared through and approved by the

1 RCDMH Substance Abuse Program Services Administrator (or designee) prior to
2 admission.

3 B. CONTRACTOR shall work cooperatively with the RCDMH, RCDMH Substance
4 Abuse Program and the Substance Abuse Program Services administrator (or
5 designee) to form an integrated network of care for individuals experiencing
6 substance abuse problems. CONTRACTOR shall maintain close communication
7 with the RCDMH Substance Abuse Program in the coordination of patient flow so
8 that contracted services and treatment can be accessed in a timely manner.

9 C. Residential Perinatal treatment shall be very structured to control the use of the
10 telephone, leaving the facility without an escort, and receiving visitors, and shall
11 include group counseling, individual counseling, work and ancillary activities.

12 D. CONTRACTOR shall provide a structured twenty-four (24) hour per day
13 substance abuse treatment program with all food and basic necessities provided.
14 CONTRACTOR shall provide limited emergency clothing to patients admitted to
15 the CONTRACTORS' program.

16 E. CONTRACTOR shall make provisions for both emergency and limited medical
17 services for minor physical problems. CONTRACTOR shall provide for
18 transportation of clients, including liaison for court obligations, participation in
19 self-help groups, to medical facilities, and any other local resources when
20 appropriate.

21 F. Upon admission, the client will be given a complete orientation to the program, list
22 of daily activities, and general house rules.

23 G. Clients needing additional services must be referred to the nearest Outpatient Drug
24 Free (ODF) program to continue or complete the Substance Abuse treatment
25 episode a minimum ninety (90) day requirement.

26 H. Each client shall have a goal oriented client centered treatment plan established
27 within fourteen (14) days from the date of admission. The treatment plan shall
28 have a periodic review and be updated as necessary/needed.

1 I. CONTRACTOR shall provide necessary emotional support to maintain and assist
2 the client in developing an alcohol and/or other drug free lifestyle.

3
4 J. Minimum services will be provided as follows:

5 1. Twenty (20) hours per week of structured counseling, including
6 both group and individual counseling activities.

7 2. Thirty-five (35) hours per week of educational, recreational, and
8 social activities designed to encourage residents to explore
9 healthy alternatives to drug dependent lifestyles. Services shall
10 include appropriate health education parenting training, and
11 G.E.D. completion. If G.E.D. services are not provided on site,
12 transportation to an off site facility is required.

13
14 1. Fourteen (14) hours per week of structured work activities
15 necessary for daily functioning of the program, including such
16 activities as shopping and meal preparation, housekeeping,
17 facility and grounds maintenance, reception and clerical tasks to
18 encourage residents to develop basic living skills and a sense of
19 cooperation, responsibility, and pride.

20
21 2. Provide education on HIV infections and tuberculosis will be
22 provided to clients, either individually or in a group setting.
23 Referrals to both HIV and TB test sites will be made to each
24 client within five (5) days of admission to the facility.

25
26 3. If both CONTRACTOR and client mutually agree that additional
27 time in residential perinatal services is appropriate then
28

1 CONTRACTOR must submit an extension request to the
2 COUNTY Substance Abuse Program prior to the end of the
3 sixtieth day postpartum and every seven (7) days thereafter. The
4 Substance Abuse Program Services Services Administrator or
5 designee will evaluate the extension request and approve or deny
6 the request accordingly.
7

8 4. Each resident will have a written discharge/exit plan developed
9 in cooperation with agency staff prior to completion of the
10 residential program which will detail exit and follow-up
11 activities. Clients will be encouraged to utilize community
12 support services and referrals to ODF services will also be
13 provided. Graduates of CONTRACTOR residing outside the
14 immediate area will be given an appropriate referral prior to
15 discharge for ODF services in their area of residence.
16
17

18 K. CONTRACTOR will provide group counseling and educational meetings as
19 needed for friends, families, and significant others of residents. Individual and
20 conjoint counseling sessions will be made available directly by the agency or by
21 referral, as appropriate. Participation in these activities will be documented as
22 appropriate in the client's treatment file.
23

24 L. The Board of Directors will plan at least one (1) public ceremony for program
25 participants to promote the program's image in the community, and advocate for
26 treatment and recovery facilities.
27
28

1 M. OUTREACH AND SPEAKING ENGAGEMENTS: Outreach services will be
2 provided for the purpose of encouraging individuals in need of treatment for
3 substance abuse to undergo such treatment. Outreach and education services shall
4 be provided through speaking engagements by agency staff and program
5 participants to schools, churches, and civic groups.

7 N. CONTRACTOR shall ensure that clients are afforded every opportunity to
8 participate in self-help recovery groups such as Narcotics Anonymous and
9 Alcoholics Anonymous. CONTRACTOR may provide meeting space in the
10 facility if deemed appropriate.

12 VII. STAFFING/PERSONNEL:

13 A. CONTRACTOR shall maintain a minimum staffing pattern including, but not
14 limited to:

- 15 1. Two (2) treatment personnel on duty from 10:00 a.m. to 10:00 p.m. daily.
- 16 2. One (1) person on duty in the primary facility from 10:00 p.m. to 10:00
17 a.m.
- 18 3. One (1) full time Administrator
- 19 4. One (1) full time Treatment Director. The Administrator and the Treatment
20 Director may substitute for required treatment personnel or for one another.

21 B. CONTRACTOR is required to maintain an overall ratio of not less than one (1)
22 direct service staff to eight (8) program participants. All other staffing
23 requirements remain the same.

24 C. All staff shall be payroll documented and paid personnel and at least one (1) paid
25 staff member shall be on duty in the primary facility at all times. Such personnel
26 shall be qualified, holding appropriate licenses and/or certification in accordance
27 with the Health and Safety Code, Sections 11215 through 11997, the requirements
28 set forth in Title 9 of the California Code of Regulations, State Department of

1 Alcohol and Drug Programs policy letters and any amendments thereto. Clients of
2 the program may not substitute for paid personnel. Sufficient staff members will be
3 certified in Cardiopulmonary Resuscitation (CPR) and Basic First Aid to provide
4 coverage at all times.

5 D. In compliance with section 13010, Title 9, Division 4, Chapter 8, Subchapter 2,
6 California Code of Regulations requires that at least thirty percent (30%) of
7 CONTRACTOR staff providing counseling services in all Alcohol and Other
8 Drug Programs (AOD) Licensed and/or Certified by ADP shall be licensed or
9 certified pursuant to the requirements of this Chapter. All other counseling
10 staff shall be registered pursuant to Section 13035(f).

- 11 1. Licensed professionals may include: LCSW, MFT, Licensed
12 Psychologist, Physician, or registered intern as specified in Section
13 13015.
- 14 2. All non-licensed and non certified individuals providing counseling
15 in an AOD program licensed and/or certified by ADP shall be
16 registered to obtain certification as an AOD counselor with one of
17 each of the certifying organizations currently approved by ADP.
- 18 3. Registrants shall complete certification as an AOD counselor within
19 five (5) years of the date of registration. An individual who has not
20 completed certification within the five year time period may not be
21 an AOD counselor at any ADO program licensed and/or certified
22 by ADP.
- 23 4. Any AOD program licensed and/or certified by ADP that allows
24 less than thirty percent (30%) licensed professionals and/or certified
25 counselors will be cited by the COUNTY and/or ADP for non
26 compliance with section 13010.
- 27 5. An AOD program licensed and/or certified by ADP that allows an
28 individual to provide services as an AOD counselor that is not a

1 licensed professional, certified AOD counselor or has exceeded the
2 five-year time limit as a registrant is out of compliance and will
3 receive a deficiency citation from the COUNTY and/or ADP.

- 4 E. A listing of staff personnel by name, title and professional training or degrees
5 and license or certification shall be maintained. The list shall comply with Title
6 9, CCR staffing requirements.
- 7 F. Specific job descriptions or duty statements shall be developed for each
8 position which: a) Describe each person's assigned duties; b) Describe
9 reporting relationships; c) Provide sufficient detail to serve as the basis for
10 performance evaluation.
- 11 G. Personnel policies and procedures shall be available to all employees.
- 12 H. Personnel policies shall be reviewed and updated annually.
- 13 I. A personnel file shall be maintained on each staff member. The personnel file
14 shall contain at least the following information:
- 15 1. Listing of training and experience.
 - 16 2. Proof of current licensure, certification, or registration; social workers
17 and psychologists must meet business and professional codes required
18 for licensure.
 - 19 3. Annual job performance evaluations.
 - 20 4. Personnel action reports of all changes in status of the employee.
- 21 J. Job performance objectives shall be established with each staff member and
22 reviewed, assessed, and revised annually.
- 23 K. An Affirmative Action Plan shall be developed, and used to promote equality
24 in the recruitment and hiring of staff.
- 25 L. Continuing development of staff expertise shall be encouraged.
- 26 M. A written staff training plan shall be developed and discussed with staff.
- 27 N. Participation in outside training seminars and workshops shall be encouraged.
- 28 O. Volunteers shall have a written description of their job duties.

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- 1. A Personnel file shall be maintained for each volunteer.
- 2. Volunteers shall be accountable to a specific staff member.

- P. Each program shall develop and maintain a personnel policy that includes hiring procedures in compliance with State and Federal regulations. Recruitment procedures shall include disseminating job opportunity information to the general public via newspaper listings, etc.
- Q. In order to effectively serve the residents within Riverside County, the CONTRACTOR'S staffing must include bilingual capacity for all services.

VIII. RECORDS, REPORTS, AND DATA MANAGEMENT:

- A. The COUNTY will provide technical assistance on an as needed basis for CONTRACTORS.
- B. The CONTRACTOR will maintain appropriate records documenting all of the services provided to or on behalf of the clients. These records will conform to the requirements of the licensing authority, the State Department of Alcohol and Drug Programs (ADP), and the Riverside County Department of Mental Health Substance Abuse Program. The CONTRACTOR will provide the Substance Abuse Program Services Administrator (or designee) with the following:
 - 1. Access to all records maintained on clients admitted to the facility.
 - 2. Compliance with requests for social, economic, and demographic data.
- C. CONTRACTOR shall provide a final year-end cost report summarizing the contract year's financial activities as described in Exhibit C. Any suggestions and recommendations for future contracts shall be submitted by January 1 of each year.
- D. The COUNTY Substance Abuse Program Services Administrator (or designee) will represent the COUNTY in all matters concerning the performance of this

1 contract.

- 2 E. Contractor shall have an internal communications system which provides a means
3 of accumulating, storing, and reporting data. The staff shall understand how the
4 Departmental Management Information System (MIS) interacts with their own
5 system in order to accumulate and report data.
6

7 **IX. CONTINUOUS QUALITY MANAGEMENT:**

- 8 A. CONTRACTOR will participate in the current Continuous Quality Management;
9 CONTRACTOR will adhere to section 17020 of ADP certification standards which
10 can be found on the ADP website (<http://www.adp.cahwnet.gov>). Each
11 CONTRACTOR's program shall maintain written policies for Continuous Quality
12 Management and shall document in each participant's file compliance with the
13 procedures. The procedures shall include the following:
14

- 15 1. Continuity of activities
- 16 2. Participant file review
- 17 3. Recovery or treatment plan review

- 18 B. CONTRACTOR will conduct an annual internal review for major agency policies
19 and documents, such as personnel policies, job descriptions, administrative and
20 fiscal policies, and Board by-laws.
21

- 22 C. CONTRACTOR will conduct training for their Board of Directors and the staff that is
23 appropriate to their role in the respective agency, and designed to keep them well
24 informed.
25

- 26 1. Board training will take place at least annually, and included topics
27 relevant to governing board responsibilities in the non-profit
28 sector.

1 2. Staff in-service training will take place at least quarterly, and
2 will include topics relevant to HIV infections training, and
3 substance abuse counseling such as treatment review, case
4 management, recovery process, and various methods and
5 techniques used in working with addiction.

6 D. Written policies, rules, and procedures shall be developed governing the operation of
7 the Contractor. These policies, rules, and procedures shall be known and available to
8 staff.

9 E. The policies, rules and procedures shall be maintained in compliance with local, state,
10 and federal laws and regulations through an annual review and update.

11 F. A procedure shall exist for initiating, developing and declaring policies and
12 procedures. It shall provide for staff input.

13 G. CONTRACTOR will adhere to applicable current quality assurance standards stated
14 in the State of California Certification Standards.

15 H. There shall be established policies and procedures governing recordkeeping,
16 including organization of record content, responsibilities for documentation and
17 maintenance of records, transmittal, security, confidentiality, retention, release and
18 storage of records.

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22 X. CONTRACT MONITORING:

23 A. The CONTRACTOR will participate in the RCDMH Substance Abuse Program
24 administrative, clinical and fiscal annual contract monitoring as well as more
25 **FREQUENT** program reviews conducted by the RCDMH Substance Abuse
26 Program. With proper identification, the COUNTY will be allowed to inspect all
27 CONTRACTOR program activities, records, treatment plans, and files to ensure
28 compliance with the regulations. COUNTY and/or ADP monitoring may be
announced and/or unannounced.

1 B. Copies of the following documents shall be available on site to the COUNTY

2 Contract Monitor:

- 3 1. Articles of Incorporation
- 4 2. Amendments of Articles
- 5 3. List of agency's Board of Directors
- 6 4. A resolution indicating who is empowered to sign all contract documents
- 7 pertaining to the agency
- 8 5. Minutes of Utilization review meetings and list of names of Utilization
- 9 Review Committee (Medi-Cal certified Contractors only)
- 10 6. By-laws and minutes of Board meetings
- 11 7. Any other documents specified in the Contract with Riverside County
- 12 Substance Abuse Program.

13 C. The following licenses and certificates shall be maintained and current:

- 14 1. Fire clearance
- 15 2. Zoning license
- 16 3. Certification and licensure from California Department of Alcohol and
- 17 Drug Program
- 18 4. Any other licenses or certificates required by local or state laws.

19 D. CONTRACTOR shall insure that all required Corrective Action Plans (CAP) are

20 submitted within 30 days of receipt of the monitoring report, or as specified by the

21 RCDMH and/or the RCDMH, Substance Abuse Program.

22 XI. OUTCOME MEASURES:

23 In order to evaluate the effectiveness of treatment and to comply with funding

24 requirements, CONTRACTOR will complete the following outcome measurement

25 tools:

26 A. American Society of Addiction Medicine (ASAM)

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1. This will be administered at the first session in order to determine the appropriate level of care.

B. Addiction Severity Index (ASI)

1. This will be administered within ten (10) days of intake but not the date of intake for residential perinatal but not for residential detox and again as close to discharge as possible.

C. Mental Health Statistics Improvement Program Survey (MHSIP)

1. This will be administered as required by Mental Health Research and will be conducted mid treatment for residential perinatal and at discharge for residential detox and residential perinatal.

2. Surveys will be sent to the Mental Health Research Unit:

Attention: Quality Research Division
Riverside County Mental Health
3840 Myers Street
Riverside, CA 92503

XII. FUNDING RESTRICTIONS:

Alcohol and Drug Mental Health Services Block Grant funds may not be expended for the purpose of distributing sterile needles or bleach to be used for cleansing needles. Any program receiving Federal funds must agree to do outreach activities for the purpose of encouraging individuals in need of treatment for alcohol and substance abuse to undergo such treatment.

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Rev. 10/11 CW

1 EXHIBIT B – SUBSTANCE ABUSE

2 LAWS, REGULATIONS AND POLICIES

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

7 General

8 31 U.S.C., Section 1352 – Funds are not to be used for lobbying activities to influence a
9 covered federal transaction.

10 CA Government Code Sections 16645 – 16649 – Funds are not to be used to influence
11 union organizing by employees.

12 21 U.S.C., Section 812 - Controlled Substances Act

13 Title 31, USC, Section 1352 & 45 CFR Part 93 - Lobbying Restrictions

14 California Health & Safety Code Sections 11760 - 11841.

15 California Health and Safety Code Sections 11860 – 11876 (Long Range Master Plans)

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

17 Proposition 36 Treatment Provider Manual (if applicable)

18 California Health & Safety Code, Sections 11760 through 11841

19 All applicable policies and regulations issued by California Dept. of Alcohol and Drug

20 Programs. (www.adp.ca.gov)

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

22 Charges and Billing

23 California Health & Safety Code, Sections 11811.7, 11812 and 11813
24
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1 Uniform Method of Determining Ability to Pay, State Department. of Alcohol Programs
2 (ASRS Manual).

3 California Code of Regulations, Title 9,. Sect. 9424-9444
4

5 The Single Audit Act of 1984, and Amendments (31 USC Section 7501 et seq.)

6 California Code of Regulations, Title 9, Section 9530(k) (Allowable Costs)

7 Audit

8 ADP 00-10

9 California Code of Regulations, Title 9, Sections 9545
10

11 Child Abuse Reporting

12 California Penal Code Sections 11164 – 11174.4 et seq.

13 Minors in Health Care Facilities

14 California Welfare & Institutions Code Section 5751.7
15

16 Community Residential Treatment Program

17 California Welfare & Institutions Code Section 5670 et seq.

18 California Code of Regulations, Title 22, Division 6

19 ADP 98-34
20

21 Licenses

22 California Health and Safety Code, Division 10.5, Part 2, Chapters 7 and 7.5

23 California Code of Regulations, Title 9, Division 4, Chapter 5

24 Alcohol & Drug Bulletins

25 All applicable Department of Alcohol & Drug Letters and Bulletins

26 Confidentiality

27 California Welfare & Institutions Code Section 5328
28

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

2 45 CFR Subtitle A, Subchapter C, Parts 160 and 164 (Standards for Privacy of Individually
3 Identifiable Health Information)

4 DMH Information Notice 91-09, 99-02

5 Civil Code Section 1798.82

6 Elderly and Dependent Adult Abuse Reporting

7 California Welfare & Institutions Code Sections 15600 et. seq.

8 Information Technology

9 Cash pay clients ADP Bulletin 08-08

10 Medication Protocol

11 Riverside County Mental Health "Psychotropic Medication Protocols" Publication

12 Riverside County Mental Health "Medication Guidelines" Publication

13 Non-Discrimination

14 Title VI, Civil Rights Act of 1964, 42 USC, Sect. 2000d.

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

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

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

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

19 Patient Rights

20 California Welfare & Institutions Code Section 5325 et seq.

21 California Code of Regulations, Title 22, Section 70707

22 Quality Assurance

23 California Health and Safety Code, Chapter 7, Sections 11830 - 11834.

24 ADP 98-35

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Short-Doyle and Drug Medi-Cal

California Code of Regulations, Title 22, Division 3, Sections 51516.1,
51341.1 & 51490.1

California Alcohol and Drug Program Letters 98-18, 98-30, 98-42, 98-49, 98-50
98-58, 99-17, 99-27

Voter Registration

National Voter Registration Act of 1993

Policies

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

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

Perinatal

http://www.adp.ca.gov/perinatal/pdf/guidelines_04.pdf

Perinatal Drug Medi-Cal

Title 22 Section 551341.1

Youth Treatment Guidelines

www.adp.ca.gov/youth/pdf/Youth_Treatment_Guidelines.pdf - 2007-10-30

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Rev: 10/11 CW

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: **MFI RECOVERY CENTERS, INC. INTERIM
PERINATAL- NNA/DAS**

A. REIMBURSEMENT:

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive monthly reimbursement based upon the unit rate as specified in the Schedule I and actual units provided, less revenue collected, not to exceed the maximum obligation of the COUNTY as specified herein. Schedule I is attached hereto and incorporated herein by this reference.
2. The final year-end settlement for non Medi-Cal services shall be based on the Actual Cost, multiplied by the actual number of units, less revenue collected. If and when applicable, the final year-end settlement for Medi-Cal services shall be based on final State approved Medi-Cal units, multiplied by the actual allowable cost per unit of services provided, the State Maximum Allowance (SMA) rate, state approved Short Doyle/Medi-Cal (SD/MC) rate or customary charges, whichever is lower, less revenue collected. The combined final year-end settlement for Medi-Cal and non Medi-Cal services shall not exceed the maximum obligation of the COUNTY as specified herein, and the applicable maximum reimbursement rates promulgated each year by the State.

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B. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for fiscal year 2010/2011 shall be \$4,912 subject to availability of Federal, State, and local funds.

C. BUDGET:

Schedule I presents for planning purposes the budgetary details pursuant to this Agreement. Schedule I contains the reporting unit (RU), CALOMS number, the mode(s) of service, the service function(s), units, revenues received, maximum obligation, and source of funding pursuant to this Agreement. Funding for services is identified in the Schedule I. Federal Funding in part includes; Substance Abuse Prevention and Treatment # 93.959, and Federal Financial Participation (FFP) #93.778.

D. REVENUES:

1. Pursuant to the California Health and Safety Code Division 10.5, Section 11841, and as further contained in the Department of Alcohol and Drug Program (DADP) Fiscal Systems Manual, Chapter II, REVENUES, CONTRACTOR shall collect revenues for the provision of the services described pursuant to Exhibit A. Such revenues may include, but are not limited to, fees for services, private contributions, grants or other governmental funds. Revenues received by CONTRACTOR shall be reported annually in the Substance Abuse Program Cost Report as required by DADP Program Fiscal Systems Manual Chapter III, REPORT OF EXPENDITURES.
2. CONTRACTOR is authorized to retain collected fees in the subsequent year. The total amount of fees carried forward shall not exceed 25% of the actual revenues collected to insure maximization of State/Federal Funds. Fees carried over are subject to approval by the State as identified in the State's Negotiated

1 Net Amount/Drug Medi-Cal cost report for Riverside County Department of
2 Mental Health.

- 3 3. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance,
4 or other third party benefits shall be determined by the CONTRACTOR.
5 CONTRACTOR shall pursue payment from all potential sources in sequential
6 order. CONTRACTOR is to attempt to collect first from insurance, then first
7 party.
- 8 4. All other clients will be subject to an annual fee schedule by CONTRACTOR
9 for services rendered, based on the patient's/client's ability to pay, not to
10 exceed the CONTRACTOR'S actual charges for the services provided. The
11 sliding fee schedule must be approved by the Substance Abuse Program
12 Services Administrator prior to implementation. In accordance with the State
13 Department of Mental Health's Uniform Method of Determining Ability to Pay
14 (UMDAP) Manual, CONTRACTOR shall not be penalized for non-collection
15 of revenues provided that reasonable and diligent attempts are made by the
16 CONTRACTOR to collect these revenues. Past due patient/client accounts
17 may not be referred to private collection agencies. No patient/client shall be
18 denied services due to inability to pay.
- 19 5. CONTRACTOR shall submit to COUNTY, with signed contract, a copy of
20 CONTRACTOR'S sliding scale and published charges.
- 21 6. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays)
22 above and beyond the Contracted Schedule I rate, the CONTRACTOR must
23 notify the COUNTY within ten (10) days of signing the AGREEMENT.
- 24 7. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client
25 fees. Notification must be made within ten (10) days following any fee
26 increase.
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E. REALLOCATION OF FUNDS:

- 1. No categorical funds allocated for any Mode of Service as designated in Schedule I may be reallocated to another Mode of Service unless written approval is given by the Substance Abuse Program Services Administrator or designee prior to either the end of the Contract Period of Performance, or to the end of the Fiscal Year (June 30th). Approval shall not exceed the maximum obligation.
- 2. In addition, CONTRACTOR may not, under any circumstances and without prior approval and/or written consent from the Program Services Administrator and confirmed by the Supervisor of the COUNTY Fiscal Unit, reallocated funds, services, mode of services, and/or procedure codes as designed in the Schedule I that are defined as non-billable by the COUNTY, State or Federal governments from or to funds, services, mode of services and/or procedure codes that are defined as billable by the COUNTY, State or Federal governments.
- 3. If this Agreement includes more than one Exhibit C, shifting of funds from one Exhibit C to another is prohibited without written approval from the Substance Abuse Program Services Administrator prior to the end of either the Contract Period of Performance or Fiscal year.

F. RECOGNITION OF FINANCIAL SUPPORT:

CONTRACTOR'S stationery/letterhead shall indicate that funding for the program is provided in whole or in part by the County of Riverside Department of Mental Health Substance Abuse programs.

G. PAYMENT:

- 1. Monthly reimbursements may be withheld at the discretion of the Director or its designee due to material contract non-compliance, including audit

1 disallowances and/or adjustments or disallowances resulting from the
2 COUNTY Contract Monitoring Review (CMT), the Annual Program
3 Monitoring and/or the Cost Report Reconciliation/Settlement process.
4

5 2. In addition to the CMT, Annual Progress Monitoring, and Cost Report
6 Reconciliation/Settlement processes, the COUNTY reserves the right to
7 perform periodic service deletes and denial monitoring for this agreement
8 throughout the fiscal year in order to minimize and/or potentially prevent
9 COUNTY and CONTRACTOR loss. The COUNTY, at its discretion, may
10 withhold and/or offset invoices and/or monthly reimbursements to
11 CONTRACTOR, at any time without prior notification to CONTRACTOR,
12 for service deletes and denials that may occur in association with this
13 agreement. COUNTY shall notify CONTRACTOR of any such instances of
14 services deletes and denials and subsequent withholds and/or reductions to
15 CONTRACTOR invoices or monthly reimbursements.
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18 3. CONTRACTOR shall submit a monthly invoice for payment and a quarterly
19 report to COUNTY program with invoice describing outcomes, and progress
20 updates and services delivered based on the contract's Exhibit A, "Scope of
21 Services".
22

23 4. Notwithstanding the provisions of Paragraph I-1 and I-2 above,
24 CONTRACTOR shall be paid in arrears based upon the actual units of
25 services provided and entered into the COUNTY'S specified Data Collection
26 System. CONTRACTOR will submit a claim on their organization's
27 stationery, which must include at a minimum the CONTRACTOR'S name,
28

1 invoice mailing address and telephone number, summarizing the dollar
2 amount specified in the applicable COUNTY specified Data Collection
3 System Report (currently the final DAS952) and a signed "Certification of
4 Claims and Program Integrity" form (PIF). The summary page of the
5 monthly, final applicable Data Collection System Report (currently the final
6 DAS952) and the PIF form must be attached to the CONTRACTOR
7 invoice. Failure to attach the monthly, final summary page of the applicable
8 Data Collection System Report, the Certification of Claims and the signed
9 PIF, will delay payment to the CONTRACTOR until the required documents
10 are provided. The claim must be approved and signed by the Director or an
11 authorized designee of the CONTRACTOR. Monthly claims shall be
12 submitted to the appropriate Program or Regional Manager of the
13 COUNTY'S Department of Mental Health, no later than the tenth (10th)
14 working day of each month.

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18 5. Short-Doyle/Medi-Cal billings shall be processed by the COUNTY and the
19 CONTRACTOR shall provide the COUNTY with all information necessary
20 for the preparation and audit of such billings.

21
22 6. Unless other wise notified by the COUNTY, CONTRACTOR invoicing will
23 be paid by the COUNTY thirty (30) calendar days after the date the invoice
24 is received by the applicable COUNTY Program/Region.

25 H. COST REPORT:

26
27 1. For each fiscal year, or portion thereof, that this Agreement is in effect,
28 CONTRACTOR shall provide to COUNTY two (2) copies per each CALOMS

1 number, an annual Cost Report with an accompanying financial statement and
2 applicable supporting documentation to reconcile to the Cost Report within
3 thirty-two (32) calendar days following the end of each fiscal year (June 30),
4 the expiration or termination of the contract, which ever occurs first. The Cost
5 Report shall detail the actual cost of services provided. The Cost Report shall
6 be provided in the format and on forms provided by the COUNTY. Final
7 payment to CONTRACTOR shall not be made by COUNTY until receipt of a
8 properly prepared Cost Report.

- 9 2. CONTRACTOR shall use OMB circular A-122 to formulate proper cost
10 allocation methods and distribute costs between County and non-County
11 programs.
- 12 3. CONTRACTOR is required to send one representative to the cost report
13 training annually held by COUNTY regarding preparation of the year-end
14 Cost Report. The COUNTY will notify CONTRACTOR of the date(s) and
15 time(s) of the training. Attendance of the training is necessary annually in
16 order to ensure that the Cost Reports are completed appropriately. Failure to
17 attend this training may result in delay of payment.
- 18 4. CONTRACTOR will be notified in writing by COUNTY if the Cost Report
19 has not been received within thirty-two (32) calendar days after the end of the
20 COUNTY Fiscal year. If the Cost Report is not postmarked in the thirty-two
21 (32) calendar day time frame, future monthly reimbursements will be withheld
22 until the COUNTY is in possession of a completed Cost Report. Future
23 monthly reimbursements will be withheld if the Cost Report contains errors
24 which are not corrected within 10 calendar days of written or verbal
25 notification from the COUNTY. Failure to meet any pre-approved deadline
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1 extension will immediately result in the withholding of future monthly
2 reimbursements.

3 5. The Cost Report shall serve as the basis for year-end settlement to
4 CONTRACTOR'S including a reconciliation and adjustment of all payments
5 made to CONTRACTOR and all revenue received by CONTRACTOR. Any
6 payments made in excess of Cost Report settlement shall be repaid upon
7 demand, or will be deducted from the next payment to CONTRACTOR.
8

9 6. All current and/or future contract service payments to CONTRACTOR will
10 be withheld by the COUNTY until the final current and prior year Cost
11 Report (s) have been reconciled, settled and signed by CONTRACTOR, and
12 received and approved by the COUNTY.
13

14 I. COST REPORT SETTLEMENT:

15 CONTRACTOR shall report Actual Costs separately, if deemed applicable and as
16 per CONTRACTOR Schedule I, to provide Contract Client Services, Prescriptions,
17 Health Maintenance Costs, and Flexible funding costs under this agreement on the
18 annual cost report. Where deemed applicable, Actual Costs for Indirect
19 Administrative Expenses shall not exceed the amount of the percentage of cost as
20 submitted in the CONTRACT Request for Proposal or Cost Proposal(s). Final year-
21 end settlement shall not exceed the Contract Maximum Obligation, less revenue, less
22 payment received, up to the Maximum Obligation as stated in section B above.
23

24 J. AUDITS:

25 1. CONTRACTOR agrees that any duly authorized representative of the
26 Federal Government, the State or COUNTY shall have the right to audit,
27
28

1 inspect, excerpt, copy or transcribe any pertinent records and documentation
2 relating to this Agreement or previous Agreements in previous years.

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

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17 3. If this contract is terminated in accordance with Section XXVI,
18 TERMINATION PROVISIONS, COUNTY, Federal and/or State
19 governments may conduct a final audit of the CONTRACTOR. Final
20 reimbursement to CONTRACTOR by COUNTY shall not be made until all
21 audit results are known and all accounts are reconciled. Revenue collected
22 by CONTRACTOR during this period for services provided under the terms
23 of this Agreement will be regarded as revenue received and deducted as such
24 from the final reimbursement claim.

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27 4. Any Audit exception resulting from an audit conducted by any duly
28 authorized representative of the Federal Government, the State or COUNTY

1 shall be the responsibility of the CONTRACTOR. Any audit disallowance
2 adjustments may be paid in full upon demand or withheld at the discretion of
3 the Director of Mental Health against amounts due under this Agreement or
4 Agreement(s) in subsequent years.
5

6 J. BANKRUPTCY:

7 Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall notify
8 COUNTY'S Department of Mental Health Fiscal Services Unit, by certified letter
9 with a carbon copy to the Department of Mental Health's Program Support Unit, in
10 writing of such. The CONTRACTOR shall submit a properly prepared Cost Report
11 in accordance with requirements and deadlines set forth in Section H before final
12 payment is made.
13

14 K. DATA ENTRY:

- 15 1. CONTRACTOR understands that as the COUNTY upgrades its current Data
16 Collection System to comply with Federal, State and/or local funding and
17 service delivery requirements; CONTRACTOR will, therefore, be
18 responsible for attending and receiving COUNTY training associated with,
19 but not limited to, applicable service data entry, billing and invoicing, and
20 learning how to appropriately and successfully utilize and/or operate the
21 current and/or upgraded Data Collection System as specified for use by the
22 COUNTY under this agreement. The COUNTY will notify the
23 CONTRACTOR when such training is required and available. In the event
24 the COUNTY'S specified Data Collection System changes prior to a new
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fiscal year, COUNTY shall notify CONTRACTOR and provide immediate instructions and make subsequent arrangements to facilitate such a change.

2. CONTRACTOR is required to enter all units of services into the COUNTY'S specified Data Collection System for the prior month no later than 5:00 p.m. on the fifth (5th) working day of the current month. Late entry of services into the COUNTY'S specified Data Collection System may result in financial and/or service disallowances to the CONTRACTOR.

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Rev: 10/11 CW

**SCHEDULE I
MENTAL HEALTH**

CONTRACT PROVIDER NAME: **MFI Recovery Center Interim Perinatal - NNA DAS**

NEW CONTRACT

FISCAL YEAR: 2010/2011

NEGOTIATED RATE ()	ACTUAL COST (XX)	NEGOTIATED NET AMOUNT ()
DEPT. ID / PROGRAM 4100514141 / 55600	SYSTEM RU NUMBER: 001022	TOTAL: \$4,912

CADD#	330010	
SYSTEM #	001022	
TYPE OF MODALITY	RESIDENTIAL PERINATAL TREATMENT	
MODE OF SERVICE:	90	
SERVICE FUNCTION:	51	
SERVICE TYPE: M/C, NON M/C	Non-M/C	
PROCEDURE CODE	250	
NUMBER OF UNITS:	70	70
COST PER UNIT:	\$70.00	
GROSS COST:	\$4,912	\$4,912

FUNDING CODE	
PROGRAM CODE	03
SERVICE CODE	51
UNIT REIMBURSEMENT	BED DAY

LESS REVENUES COLLECTED		
BY CONTRACTORS:		
A. PATIENT FEES		0
B. PATIENT INSURANCE		
C. OTHER	0	0
TOTAL CONTRACTOR REVENUES	0	
MAXIMUM OBLIGATION	\$4,912	\$4,912

SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:				%
A. MEDICAL/FFP	0	\$0	\$0	0.00%
B. FEDERAL FUNDS		\$0	\$4,912	100.00%
C. REALIGNMENT FUNDS		\$0	\$0	0.00%
D. STATE GENERAL FUNDS		\$0	\$0	0.00%
E. COUNTY FUNDS		\$0	\$0	0.00%
F. OTHER:		\$0	\$0	0.00%
TOTAL (SOURCES OF FUNDING)		\$0	\$4,912	100.00%

FUNDING SOURCES DOCUMENT: Schedule of Funding Source: FY 2010/2011 Preliminary V.0

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

[Handwritten Signature] 4/21/11
[Handwritten Signature] 4/26/11

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 MFI RECOVERY CENTER, INC. hereinafter referred to as "CONTRACTOR".

PREAMBLE

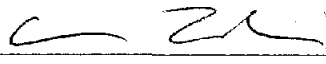
WHEREAS, the COUNTY wishes to extend to the residents of Riverside County certain substance abuse services contemplated and authorized by Title 9, California Code of Regulations, Sections 500 through 795, and California Health and Safety Code 11215-11997, which the CONTRACTOR is equipped, staffed and prepared to provide; and

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

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

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 1 through 46 and Exhibits A, B, and C attached hereto and incorporated herein.

CONTRACTOR

By: 

Craig Lambdin
Print Name

Date: 4-29-2011

COUNTY

By: _____
Bob Buster, Chairman, Board of Supervisors

Date: _____

Attest: _____
Kecia Harper-Ihem, Clerk of the Board

COUNTY COUNSEL:

Pamela J. Walls
Approved as to form

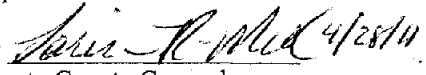
By  4/28/11
Deputy County Counsel
Larisa R. McNamee

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I

DESCRIPTION OF SERVICES:

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

II

PERIOD OF PERFORMANCE:

This contract shall be effective upon Board of Supervisors approval, and continue in effect through June 30, 2011. The contract may thereafter be renewed annually, up to an additional two (2) years, subject to the availability of funds.

III

REIMBURSEMENT AND USE OF FUNDS PAYMENT:

A. Reimbursement

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

B. Restrictions On Salaries

CONTRACTOR agrees that no part of any federal funds provided under this contract shall be used by the CONTRACTOR or its Subcontractors to pay the salary of an individual at a rate in excess of Level 1 of the Executive Schedule. Salary schedules may be found at <http://www.opm.gov/oca>.

1 C. Union Organizing

- 2 1. CONTRACTOR, by signing this Agreement, hereby acknowledges the
3 applicability of California Government Code Sections 16645 through Section
4 16649 of the State NNA contract.
- 5
- 6 2. CONTRACTOR will not assist, promote, or deter union organizing by
7 employees performing work on a state service contract, including a public
8 works contract.
- 9
- 10 3. CONTRACTOR will not, for any business conducted under this contract, use
11 any state property to hold meetings with employees or supervisors, if the
12 purpose of such meetings is to assist, promote or deter union organizing unless
13 the state property is equally available to the general public for holding
14 meetings.
- 15
- 16 4. If the CONTRACTOR incurs costs, or makes expenditures to assist, promote,
17 or deter union organizing, Contractor will maintain records sufficient to show
18 that no reimbursement from state funds has been sought for these costs, and the
19 CONTRACTOR shall provide those records to the Department of Mental
20 Health (RCDMH) and then to the Attorney General upon request.

21

22 D. Lobbying And Restrictions And Disclosures Certification

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

- 25 1. Certification and Disclosure Requirements
- 26 a) CONTRACTOR (or recipient) who requests or receives a contract, sub-
27 contract, grant or sub-grant, which is subject to Title 31, USC, Section
28

1 1352, and which exceeds \$100,000 at any tier, shall file a certification
2 (in the form set forth in by the COUNTY), consisting of one page,
3 entitled "Certification Regarding Lobbying" that the recipient has not
4 made, and will not make, any payment prohibited by sub-section B of
5 this provision.
6

7 b) CONTRACTOR shall file a disclosure (in the form set forth by the
8 COUNTY, entitled "Standard Form-LLL-Disclosure of Lobbying
9 Activities") if any funds other than federally appropriated funds have
10 been paid or will be paid to any person for influencing or attempting to
11 influence any officer or employee of any agency, a Member of
12 Congress, an officer or employee of Congress, or any employee of a
13 Member of Congress in connection with this federal grant.
14

15 c) CONTRACTOR shall require that the language of this certification be
16 included in the award documents for all sub-awards at all tiers
17 (including subcontracts, sub-grants, and contracts under grants, loans
18 and cooperative agreements) and that all sub-recipients shall certify and
19 disclose accordingly.
20

21 d) CONTRACTOR shall file a disclosure form at the end of each calendar
22 quarter in which there occurs any event that requires disclosure or that
23 materially affect the accuracy of the information contained in any
24 disclosure form previously filed by such person under Paragraph 1 (A)
25 herein. An event that materially affects the accuracy of the information
26 reported includes:
27
28

- 1) A cumulative increase \$25,000, or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
- 2) A change in the person (s) or individual (s) influencing or attempting to influence a covered federal action;
- 3) A change in the officer(s), employee (s), or member (s) contacted for the purpose of influencing or attempting to influence a covered federal action;
- 4) CONTRACTOR who requests or receives from a person referred to in Paragraph 1 (a) of this provision a contract, subcontract, grant or sub-grant exceeding \$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above;
- 5) All disclosure forms (but no certifications) shall be forwarded from tier to tier until received by the entity referred to in Paragraph 1 (a) of this provision. The CONTRACTOR shall forward all disclosure forms to the COUNTY in order for the COUNTY to forward to AOD program contract manager.

E. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no Federal appropriated funds may be expended to pay any person influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the

1 following covered federal actions: the awarding of any federal contract, the making
2 of any federal grant, the making of any federal loan, entering into any cooperative
3 agreement, and the extension, continuation, renewal, amendment, or modification of
4 any federal contract, grant, loan or cooperative agreement.
5

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

19 IV

20 PROGRAM SUPERVISION, MONITORING AND REVIEW:

21 Pursuant to Title 9, California Code of Regulations, Division 4, and Health and
22 Safety Code, services hereunder shall be provided by CONTRACTOR under the
23 general supervision of the COUNTY Director of Mental Health, hereinafter called
24 DIRECTOR, or his authorized designee.
25

- 26 A. CONTRACTOR agrees that any duly authorized representative of the Federal
27 Government, the State, or COUNTY shall have the right to audit, inspect, excerpt,
28

1 copy or transcribe any pertinent records and documentation relating to this
2 Agreement or previous year's Agreements.

3
4 B. If this contract is terminated in accordance with Section XXVI, TERMINATION
5 PROVISIONS, COUNTY may conduct a final audit of the CONTRACTOR. Final
6 reimbursement to CONTRACTOR by COUNTY shall not be made until audit
7 results are known and all accounts are reconciled. Revenue collected by
8 CONTRACTOR during this period for services provided under the terms of this
9 Agreement will be regarded as revenue received and deducted as such from the final
10 reimbursement claim.
11

12 C. Any audit exception resulting from an audit conducted by any duly authorized
13 representative of the Federal Government, the State or County shall be the
14 responsibility of the CONTRACTOR. Any audit disallowance adjustments may be
15 paid in full upon demand or withheld at the discretion of the DIRECTOR against
16 amounts due under this Agreement or previous year's Agreement(s).
17

18 D. The COUNTY will conduct an Annual Administrative, Fiscal, and Clinical Contract
19 Monitoring. Upon completion of the monitoring, CONTRACTOR will be mailed a
20 report summarizing the results of the site visit. If discrepancies are noted during the
21 Contract Monitoring, a Corrective Plan of Action will be submitted by
22 CONTRACTOR within thirty (30) calendar days of receipt of the report.
23 CONTRACTOR failure to respond within thirty (30) calendar days may result in
24 withholding of payment until the Corrective Plan of Action is received.
25
26
27
28

STATUS OF CONTRACTOR:

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

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

CONTRACTOR is responsible for payment and deduction of all employment-related taxes on CONTRACTOR'S behalf and for CONTRACTOR'S employees, including but not limited to all federal and state income taxes and withholdings. COUNTY shall not be required to make any deductions from compensation payable to CONTRACTOR for these purposes. CONTRACTOR shall indemnify COUNTY against any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this contract; and CONTRACTOR shall indemnify

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

3
4 VI

5 ADMINISTRATIVE CHANGE IN STATUS:

- 6 a. If, during the term of the Agreement, there is a change in CONTRACTOR'S
7 status, a detailed description of the change must be submitted to COUNTY in
8 writing at least sixty (60) days prior to the effective date of the change. A
9 change in status is defined as a name change not amounting to a change of
10 ownership, moving a facility's service location within the same region,
11 closing a facility with services being offered in another already existing
12 contracted facility, or change in services offered without an increase to the
13 contract maximum. Other changes to the contract may result in a more
14 formal contract amendment. Involuntary changes of status due to disasters
15 should be reported to the COUNTY as soon as possible.
- 16
17
18 b. CONTRACTOR is responsible for providing to the COUNTY, annually, at
19 the beginning of each fiscal year and upon execution of the
20 CONTRACTOR'S agreement, emergency and/or after hour contact
21 information for the CONTRACTOR'S organization. CONTRACTOR
22 emergency and/or after hour contact information shall include, but is not
23 limited to, first and last name of emergency and/or after hour contact,
24 telephone number, cellular phone number, and applicable address(s).
25 CONTRACTOR shall provide this information to the COUNTY at the same
26
27
28

1 time the CONTRACTOR provides the COUNTY with annual insurance
2 renewals and/or changes to insurance coverage.

- 3 c. CONTRACTOR shall be responsible for updating this information,
4 immediately and in writing, when changes in CONTRACTOR'S emergency
5 and/or after hour contact information occurs during the fiscal year or prior to
6 the end of the fiscal year. Written CONTRACTOR updates of this
7 information shall be provided to the COUNTY in accordance with Section
8 XXXIII-Notices of this agreement.
9
10

11 VII

12 DELEGATION AND ASSIGNMENT:

13 CONTRACTOR may not delegate the obligations hereunder, either in whole or in
14 part, without prior written consent of COUNTY; provided, however, obligations
15 undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means
16 of subcontracts, provided such subcontracts are approved in writing by the DIRECTOR
17 (or his designee), meet the requirements of this Agreement as they relate to the service or
18 activity under subcontract, and include any provisions that the DIRECTOR may require.
19 No subcontract shall terminate or alter the responsibilities of CONTRACTOR to
20 COUNTY pursuant to this Agreement. CONTRACTOR may not assign the rights
21 hereunder, either in whole or in part, without the prior written consent of COUNTY. Any
22 attempted assignment or delegation in derogation of this paragraph shall be void. Any
23 change in the corporate or business structure of CONTRACTOR, such as a change in
24 ownership or majority ownership change resulting in a change to the Federal Tax Id, shall
25 be deemed an assignment for purposes of this paragraph.
26
27
28

1 VIII

2 ALTERATION:

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

7 IX

8 LICENSES:

9 CONTRACTOR warrants that it has all necessary licenses, permits, approvals,
10 certifications, waivers and exemptions necessary to provide services hereunder and
11 required by the laws or regulations of the United States, State of California, the county
12 of Riverside and all other appropriate governmental agencies, and agrees to maintain
13 these throughout the term of this Agreement. CONTRACTOR shall notify
14 DIRECTOR, or his designee, immediately and in writing of its inability to maintain,
15 irrespective of the pendency of an appeal, such licenses, permits, approvals,
16 certifications, waivers or exemptions. In addition, all treatment providers will be
17 licensed and/or certified as Alcohol and Other Drug (AOD) providers by the State.
18 Drug Medi-Cal providers must have both certifications; one as a Drug Medi-Cal
19 provider and one as an AOD provider.
20

21 X

22 INDEMNIFICATION:

23 CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special
24 Districts, and Departments of the County of Riverside, their respective directors, officers,
25 Board of Supervisors, employees, agents, elected and appointed officials and representatives
26 from any liability whatsoever, based or asserted upon services of CONTRACTOR, its agents,
27 employees, or subcontractors, arising out of or in anyway relating to this Agreement, for
28

1 property damage, bodily injury, or death or any other element of damage of any kind or
2 nature resulting from any acts or failure to act or omission on the part of the
3 CONTRACTOR, its directors, officers, agents, employees or subcontractors hereunder, and
4 CONTRACTOR shall defend, at its sole expense, including but not limited to attorney fees,
5 all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their
6 respective directors, officers, Board of Supervisors, employees, agents, elected and appointed
7 officials and representatives in any legal claim or action based upon such alleged acts, failure
8 to act or omissions.
9

10
11 XI

12 INSURANCE:

13 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or
14 hold harmless the County of Riverside, CONTRACTOR shall procure and maintain or cause
15 to be maintained, at its sole cost and expense, the following insurance coverage during the
16 term of this Agreement.

17 A. Workers' Compensation:

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

26
27 B. Commercial General Liability:
28

1 Commercial General Liability insurance coverage, including but not limited to, premises
2 liability, contractual liability, completed operations, personal and advertising injury
3 covering claims which may arise from or out of CONTRACTOR'S performance of its
4 obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and
5 Departments of the County of Riverside, their respective directors, officers, Board of
6 Supervisors, employees, elected and appointed officials, agents or representatives as
7 Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per
8 occurrence combined single limit. If such insurance contains a general aggregate limit, it
9 shall apply separately to this agreement or be no less than two (2) times the occurrence
10 limit.
11

12
13 C. Vehicle Liability:

14 If CONTRACTOR uses any vehicles or mobile equipment in the performance of the
15 obligations under this Agreement, CONTRACTOR shall maintain liability insurance for
16 all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per
17 occurrence combined single limit. If such insurance contains a general aggregate limit, it
18 shall apply separately to this agreement or be no less than two (2) times the occurrence
19 limit. Policy shall name, all Agencies, Districts, Special Districts, and Departments of the
20 County of Riverside, their respective directors, officers, Board of Supervisors,
21 employees, elected and appointed officials, agents or representatives as Additional
22 Insured.
23
24

25 D. Professional Liability:

26 CONTRACTOR shall maintain Professional Liability Insurance providing coverage for
27 performance of work included within this Agreement, with a limit of liability of not less
28

1 than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR'S
2 Professional Liability Insurance is written on a 'claims made' basis rather than on
3 an 'occurrence' basis, such insurance shall continue through the term of this Agreement.
4
5 Upon termination of this Agreement or the expiration or cancellation of the claims made
6 insurance policy CONTRACTOR shall purchase at his sole expense either 1) an Extended
7 Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from
8 a new insurer with a retroactive date back to the date of, or prior to, the inception of this
9 Agreement; or, 3) demonstrate through Certificates of Insurance that CONTRACTOR has
10 maintained continuous coverage with the same or original insurer. Coverage provided
11 under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination
12 of this Agreement.
13

14 E. General Insurance Provisions - All lines:

- 15
- 16 1. Any insurance carrier providing insurance coverage hereunder shall be admitted to
17 the State of California and have an A.M. BEST rating of not less than an A: VIII (A:
18 8) unless such requirements are waived, in writing, by the COUNTY Risk Manager.
19 If the County's Risk Manager waives a requirement for a particular insurer such
20 waiver is only valid for that specific insurer and only for one policy term.
 - 21 2. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or
22 self-insured retentions. If such deductibles or self-insured retentions exceed
23 \$500,000 per occurrence such deductibles and/or retentions shall have the prior
24 written consent of the County Risk Manager before the commencement of
25 operations under this Agreement. Upon notification of deductibles or self insured
26 retentions which are deemed unacceptable to the COUNTY, at the election of the
27
28

1 COUNTY'S Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or
2 eliminate such deductibles or self-insured retentions as respects this Agreement with
3 the COUNTY, or 2) procure a bond which guarantees payment of losses and related
4 investigations, claims administration, defense costs and expenses.
5

- 6 3. The CONTRACTOR shall cause their insurance carrier(s) to furnish the County of
7 Riverside with 1) a properly executed original Certificate(s) of Insurance and
8 certified original copies of Endorsements effecting coverage as required herein; or,
9 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide
10 original Certified copies of policies including all Endorsements and all attachments
11 thereto, showing such insurance is in full force and effect. Further, said Certificate(s)
12 and policies of insurance shall contain the covenant of the insurance carrier(s) shall
13 provide no less than thirty (30) days written notice be given to the County of
14 Riverside prior to any material modification or cancellation of such insurance. In the
15 event of a material modification or cancellation of coverage, this Agreement shall
16 terminate forthwith, unless the County of Riverside receives, prior to such effective
17 date, another properly executed original Certificate of Insurance and original copies
18 of endorsements or certified original policies, including all endorsements and
19 attachments thereto evidencing coverage and the insurance required herein is in full
20 force and effect. Individual(s) authorized by the insurance carrier to do so on its
21 behalf shall sign the original endorsements for each policy and the Certificate of
22 Insurance. Certificates of insurance and certified original copies of Endorsements
23 effecting coverage as required herein shall be delivered to Riverside County Mental
24 Health Department, P.O. Box 7549, Riverside, CA 92513-7549, Contracts Division.
25
26
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1 CONTRACTOR shall not commence operations until the County of Riverside has
2 been furnished original Certificate(s) of Insurance and certified original copies of
3 endorsements or policies of insurance including all endorsements and any and all
4 other attachments as required in this Section.
5

6 4. It is understood and agreed by the parties hereto and the CONTRACTOR'S
7 insurance company(s), that the Certificate(s) of Insurance and policies shall so
8 covenant and shall be construed as primary insurance, and the COUNTY'S
9 insurance and/or deductibles and/or self-insured retentions or self-insured programs
10 shall not be construed as contributory.
11

12 5. CONTRACTOR shall pass down the insurance obligations contained herein to all
13 tiers of subcontractors working under this Agreement.
14

15 6. Failure by CONTRACTOR to procure and maintain the required insurance shall
16 constitute a material breach of contract upon which COUNTY may immediately
17 terminate or suspend this Agreement.
18

19 XII

20 LIMITATION OF COUNTY LIABILITY:

21 Notwithstanding any other provision of this Agreement, the liability of COUNTY
22 shall not exceed the amount of funds appropriated in the support of this Agreement by the
23 California Legislature.
24

25 XIII

26 WARRANTY AGAINST CONTINGENT FEES:

27 CONTRACTOR warrants that no person or selling agency has been employed or
28 retained to solicit or secure this Agreement upon any agreement or understanding for any

1 commission, percentage, brokerage, or contingent fee, excepting bona fide employees or
2 bona fide established commercial or selling agencies maintained by CONTRACTOR for
3 the purpose of securing business. For CONTRACTOR'S breach or violation of this
4 warranty, COUNTY may, at its sole discretion, deduct from the Agreement price of
5 consideration, or otherwise recover, the full amount of such commission, percentage,
6 brokerage, or contingent fee.
7

8 XIV

9 NONDISCRIMINATION:

10 A. Employment:

- 11
- 12 1. Affirmative Action shall be taken to ensure that applicants are employed, and
13 that employees are treated during employment, without regard to their race,
14 religion, color, sex, national origin, age, sexual preference, or disabilities. Such
15 affirmative action shall include, but not be limited to the following:
16 employment, upgrading, demotion or transfer; recruitment or recruitment
17 advertising; layoff or termination; rate of pay or other forms of compensation;
18 and selection for training, including apprenticeship. There shall be posted in
19 conspicuous places, available to employees and applicants for employment,
20 notices from DIRECTOR, or his designee, and/or the United States Equal
21 Employment Opportunity Commission setting forth the provisions of this
22 Section.
23
- 24
- 25 2. All solicitations or advertisements for employees placed by or on behalf of
26 CONTRACTOR shall state that all qualified applicants will receive
27
28

1 consideration for employment without regard to race, religion, color, sex,
2 national origin, age, sexual preference, or disabilities .

3
4 3. Each labor union or representative of workers with which CONTRACTOR has
5 a collective bargaining agreement or other contract or understanding must post
6 a notice advising the labor union or worker's representative of the
7 commitments under this Nondiscrimination Section and shall post copies of the
8 notice in conspicuous places available to employees and applicants for
9 employment.

10
11 4. In the event of noncompliance with this section or as otherwise provided by
12 State and Federal law, this Agreement may be terminated or suspended in
13 whole or in part and CONTRACTOR may be declared ineligible for further
14 contracts involving State funds.

15
16 B. Services, Benefits, and Facilities:

17 1. CONTRACTOR certifies that CONTRACTOR and any or all of its
18 Subcontractors shall not lawfully discriminate in the provision of services
19 because of race, color, creed, national origin, sex, age, or physical, sensory,
20 cognitive, or mental disability as provided by state and federal law and in
21 accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)];
22 Age Discrimination Act of 1975 (42 USC 6101); Section 504 of the
23 Rehabilitation Act of 1973 (29 USC 794) (as amended); Education
24 Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990
25 (42 USC 12101); Title 45, CFR, Part 84; provisions of the Fair Employment
26 and Housing Act (Government Code Section 12900 et. Seq.) and regulations
27
28

1 promulgated hereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division
2 3, Article 9.5 of the Government Code commencing with Section 11135; and
3 Chapter 6 of Division 4 of Title 9 of the CCR, commencing with Section
4 10800.
5

6 2. For the purpose of this Agreement, discrimination on the basis of race, color,
7 creed, national origin, sex age, or physical, sensory, cognitive, or mental
8 disability includes, but is not limited to, the following: denying an otherwise
9 eligible individual any service or providing benefit which is different, or is
10 provided in a different manner or at a different time, from that provided to
11 others under this Agreement; subjecting any otherwise eligible individual to
12 segregation or separate treatment in any matter related to the receipt of any
13 services; restricting an otherwise eligible individual in any way in the
14 enjoyment of any advantages or privilege enjoyed by others receiving any
15 services or benefit; and/or treating any individual differently from others in
16 determining whether such individual satisfied any admission, enrollment,
17 eligibility, membership, or other requirement or condition which individuals
18 must meet in order to be provided any service or benefit.
19

20
21
22 3. CONTRACTOR shall further establish and maintain written procedures
23 under which any person, applying for or receiving services hereunder, may
24 seek resolution from CONTRACTOR of a complaint with respect to any
25 alleged discrimination in the provision of services by CONTRACTOR'S
26 personnel. Such procedures shall also include a provision whereby any such
27 person, who is dissatisfied with CONTRACTOR'S resolution of the matter,
28

1 shall be referred by CONTRACTOR to the DIRECTOR, or his authorized
2 designee, for the purpose of presenting his or her complaint of alleged
3 discrimination. Such procedures shall also indicate that if such person is not
4 satisfied with COUNTY'S resolution or decision with respect to the
5 complaint of alleged discrimination, he or she may appeal the matter to the
6 State Department of Alcohol and Drug Programs. CONTRACTOR will
7 maintain a written log of complaints for a period of seven (7) years.
8

9
10 4. CONTRACTOR will maintain a safe facility in accordance with Title 9,
11 Chapter 11, Section 1810.435 (b)(2) of the California Code of Regulations.
12 CONTRACTOR will store and dispense medications in compliance with all
13 applicable State and Federal laws and regulations and COUNTY'S
14 "Medication Guidelines," available from the COUNTY Quality
15 Improvement- Outpatient Division.
16

17 5. **USE FOR NEW CONTRACTS:** A completed ADA /504 Self-Evaluation
18 (Access to Services) Plan, including a Checklist for Accessibility must be
19 submitted as a part of the application process requirement for contracting. **OR**
20 **USE FOR CONTRACT RENEWALS:** An ADA/504 (Access to Services)
21 Plan must be completed and submitted to the Disability Access Project. The
22 plan must include a timeline for achieving accessibility.
23

24 6. CONTRACTORS that relocate must find space that is accessible.
25 CONTRACTORS that renovate their existing space must meet accessibility
26 standards in order to maintain funding, certification or licensure.
27
28

1 7. CONTRACTORS that are not currently accessible to people with disabilities
2 must have a written and posted referral policy and plan developed in
3 conjunction with the county alcohol and drug program administration and
4 consumers must be provided with a copy of this policy.

5
6 8. Existing facilities must provide a current written ADA/504 (Access to
7 Services) Plan to the County at each renewal, including a current Disability
8 Admission and Referral Policy developed in conjunction with the County ADP
9 Administration.
10

11 XV

12 PERSONS WITH DISABILITIES:

13 CONTRACTOR agrees to comply with Section 504 of the Rehabilitation Act of
14 1973, as amended (29 USC 794) and all requirements as imposed by the applicable
15 Federal Department of Health and Human Services (DHHS) regulations (45 CFR 84), and
16 all guidelines and interpretations issued pursuant thereto. No qualified person with a
17 disability shall on the basis of their disability be excluded from participation, be denied the
18 benefits of, or otherwise be subjected to discrimination under any program, service
19 activity or employment opportunity provided by programs licensed or certified by the
20 California Department of Alcohol and Drug Programs.
21
22

23 XVI

24 REPORTS:

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

1 Any provider that receives any public funding for Alcohol and Other Drug (AOD)
2 treatment services and all Narcotic Treatment Program (NTP) providers must report
3 CALOMS data for all their clients receiving treatment, whether those individual client
4 services are funded by public funds or not.

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

9 C. CONTRACTOR shall comply with the treatment and prevention data quality
10 standards established by the State. Failure to meet these standards on an ongoing
11 basis may result in withholding funds.

12 D. As this contract relates to Nondiscrimination and Institutional Safeguards for
13 Religious Providers, the CONTRACTOR shall establish such processes and
14 procedures as necessary to comply with the provisions of Title 42, USC, Section
15 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B) Charitable Choice
16 Regulations.

17 E. CONTRACTOR shall submit DATAR (Drug and Alcohol Treatment Access Reports)
18 to the State, due by the 10th day following the end of each month, All providers must
19 log onto the State ADP website at <https://apps.adp.ca.gov> and follow the prompts to
20 Submit the DATAR Form. In addition, COUNTY will monitor CONTRACTORS
21 DATAR submission on a monthly basis through the DATAR website. Failure to
22 comply with the DATAR requirements may result in the withholding of
23 CONTRACTOR payments until CONTRACTOR is found to be in compliance with
24 this requirement by the Director and/or its designee.

25 F. CONTRACTOR shall comply with the State reporting requirements pursuant to the
26 California Code of Regulations, Title 9, section 10561. Upon the occurrence of any of
27 the events listed hereafter the CONTRACTOR shall make a telephonic report to the
28

1 State department licensing staff (hereinafter "department") within one (1) working
2 day. The telephonic report is to be followed by a written report to the department
3 within seven (7) days of the event. If a report to local authorities exists which meets
4 the requirements cited, a copy of such a report will suffice for the written report
5 required by the department.

6 (1) Events reported shall include:

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

16 (2) Information provided shall include the following:

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

22 (1) The organizational changes specified in Section 10531(a) of this
23 subchapter

24 (2) Any change in the licensee's or applicant's mailing address

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

27 G. COUNTY reserves the right to perform a further investigation of any and all adverse
28 incidents as outlined in paragraph F above at their discretion, and based on the

1 outcome of the adverse incident investigation; COUNTY may suspend
2 CONTRACTOR referrals or terminate CONTRACTOR contract until COUNTY
3 receives corrective action.

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

- 6 1. ensure that CONTRACTOR provides notice to their clients of their right to
7 alternative services in such case;
- 8 2. ensure that CONTRACTOR refers clients to alterative services in such cases;
9 and
- 10 3. Fund and/or provide alternative services. Alternative services are services
11 determined by the State to be accessible, comparable, and provided within a
12 reasonable period of time from another substance abuse provider (alternative
13 provider) to which the client has no religious objection.

14 I. As a condition of receiving reimbursement from the COUNTY, all direct treatment
15 providers must be engaged in following the five key principles of Evidenced Based
16 Predictors of change according to the Network for the Improvement of Addiction
17 Treatment (NIATX) as follows:

- 18 1. Understand and Involve the Customer
- 19 2. Focus on Key Problems
- 20 3. Select the right change leader
- 21 4. Seek ideas from outside the field and organize
- 22 5. Do Rapid Cycle testing

23 The above mentioned five (5) key principles of change will be used to improve one
24 (1) or more of the following four (4) NIATX project aims:

- 25 1. Reduce Waiting times
- 26 2. Reduce No-Shows
- 27 3. Increase Admissions
- 28 4. Increase continuation rates

1 One report must be submitted from the CONTRACTOR to the RCDMH Substance
2 Abuse Services Program Administrator or designee prior to the end of the fiscal year
3 for the implementation of one 90 day duration of change, for one of the four NIATX
4 project aims. This report is to include the following:

- 5 1. Identification of the project aim
- 6 2. The base line measure number
- 7 3. The change objective: change and percentage
- 8 4. The 90 day measure (30 and 60 day measurements, if available): number
9 and change percentage.

10 XVII

11 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

12 The CONTRACTOR in this Agreement is subject to all relevant requirements
13 contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA),
14 Public Law 104-191, enacted August 21, 1996, Title 42 Code of Federal Regulations, Part
15 2, and the laws and regulations promulgated subsequent thereto. The CONTRACTOR
16 hereto agrees to cooperate in accordance with the terms and intent of this Agreement for
17 implementation of relevant law(s) and/or regulation(s) promulgated under this law.
18

19 XVIII

20 CONFIDENTIALITY:

21 CONTRACTOR shall maintain the confidentiality of all its records, including but
22 not limited to billings, COUNTY records, client records, and COUNTY'S management
23 information system in accordance with Health and Safety Code, Sections 11760 through
24 11841, Title 42 Code of Federal Regulations, Part 2, and all other applicable COUNTY,
25 State and Federal laws, regulations, ordinances and directives relating to confidentiality of
26 client records and information.
27
28

- 1 A. CONTRACTOR is required to have in effect a system to protect from inappropriate
2 disclosure patient records maintained in connection with any activity funded under
3 this Agreement. This system shall include provisions for employee education on the
4 confidentiality requirements and the fact that disciplinary action may occur upon
5 inappropriate disclosures. CONTRACTOR agrees to implement administrative,
6 physical, and technical safeguards that are reasonable and appropriately to protect
7 the confidentiality, integrity and availability of all confidential information that it
8 creates, receives, maintains or transmits.
- 9
10
11 B. CONTRACTOR shall protect from unauthorized disclosure, confidential client
12 identifying information obtained or generated in the course of providing services
13 pursuant to this contract except for non-identifying statistical information. The
14 CONTRACTOR shall not use identifying information for any purpose other than
15 carrying out the CONTRACTOR'S obligations under this contract
- 16
17 C. CONTRACTOR shall not disclose confidential client identifying information except
18 as authorized by client, clients' legal representative or as permitted by Federal or
19 State law, to anyone other than the COUNTY or State or Federal without prior valid
20 authorization from the client or clients' legal representative in accordance with State
21 and Federal laws. Any disclosures made shall be logged and the log maintained in
22 accordance with State and Federal law.
- 23
24 D. If CONTRACTOR receives any requests for records or subpoena, from attorneys,
25 insurers or beneficiaries for copies of bills, CONTRACTOR will provide the
26 COUNTY with a copy of any document released as a result of such request, and will
27 provide the name, address and telephone number of the requesting party.
28

1 E. CONTRACTOR shall require all its officers, employees, associates, and agents
2 providing services hereunder to be trained in the requirement of HIPAA Security and
3 Privacy Rules, as well as the CONTRACTOR'S Security and Privacy policies and
4 procedures, and will acknowledge, in writing, understanding of and Agreement to
5 comply with said confidentiality provisions.
6

7 F. CONTRACTOR shall notify the Riverside County Substance Abuse Manager or the
8 Riverside County Department of Mental Health Compliance Officer within twenty-
9 four (24) hours during a workweek of any suspected or actual breach of computer
10 system security, if the security breach would require notification under Civil Code
11 Section 1798.82. CONTRACTOR agrees to materially assist the COUNTY in any
12 action pertaining to such unauthorized disclosure required by applicable Federal or
13 State.
14

15
16 XIX

17 RECORDS/INFORMATION AND RECORD RETENTION:

18 A. MEDICAL/CLIENT RECORDS:

19 CONTRACTOR shall maintain adequate medical records on each individual client
20 which shall include diagnostic procedures, evaluation studies, problems to be
21 addressed, medications provided, and records of service provided by the various
22 personnel in sufficient detail to make possible an evaluation of services, including
23 records of client interviews and progress notes. Client records shall contain a
24 completed copy of the American Society of Addiction Medicine (ASAM) tool and a
25 copy of the Addiction Severity Index (ASI) tool. Client records shall be maintained
26 and retained by CONTRACTOR for a minimum of seven (7) years following
27
28

1 discharge of the client except that the records of unemancipated minors shall be kept
2 at least seven 7 years after such minor has reached the age of eighteen (18) years.

3
4 B. Shared Records:

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

11 C. Financial Records:

12 CONTRACTOR shall maintain complete financial records that clearly reflect the
13 cost of each type of service for which payment is claimed. Any apportionment of
14 costs shall be made in accordance with generally accepted accounting principles and
15 shall evidence proper audit trails reflecting the true cost of the services rendered.
16 Allowable costs shall be those costs defined in the State of California DADP Drug
17 Fiscal System Manual and any changes thereto. Statistical data shall be kept and
18 reports made as required by the DIRECTOR, or his designee, and the State of
19 California. All such records shall be available for inspection by the designated
20 auditors of COUNTY or State at reasonable times during normal business hours.
21 Appropriate financial records shall be maintained and retained by CONTRACTOR
22 for at least five (5) years or, in the event of an audit exception and appeal, until the
23 audit finding is resolved, whichever is later.
24
25

26 D. COUNTY is the owner of all patient care/client records. In the event that the
27 contract is terminated, the CONTRACTOR is required to prepare and box the client
28

1 medical records so that they can be archived by the COUNTY, according to the
2 procedures developed by the COUNTY. The COUNTY is responsible for taking
3 possession of the records and storing them according to regulatory requirements. The
4 COUNTY is required to provide the CONTRACTOR with a copy of any medical
5 record that is requested by the CONTRACTOR, as required by regulations, at no
6 cost to the CONTRACTOR, and in a timely manner.
7

8 XX

9 STAFFING:

10
11 CONTRACTOR shall operate continuously throughout the term of this Agreement
12 in conformance to the staffing expectations as may be additionally-described in Exhibit A.
13 Personnel shall be qualified, holding appropriate licenses and/or certifications in
14 accordance with the Health and Safety Code, Sections 11215 through 11997, the
15 requirements set forth in Title 9 of the California Code of Regulations, State Department
16 of Alcohol and Drug Programs policy letters, and any amendments thereto. Furthermore,
17 CONTRACTOR acknowledges all its officers; employees, associates and agents
18 providing services hereunder are eligible for reimbursement for said services by their
19 exclusion from the "List of Excluded Parties" Federal registry.
20
21

22 A. During the term of this Agreement, CONTRACTOR shall have available and shall
23 provide upon request to authorized representatives of COUNTY a list of persons by
24 name, title, and professional degree including licensing, experience, credentials,
25 Cardiopulmonary Resuscitation Training, First Aid training, languages spoken,
26 Race/Ethnicity with an option to select "Prefer Not to Say" and/or certification and
27 experience of persons providing services hereunder, and any other information deemed
28 necessary by the Director or designee. These certification requirements are pursuant to
Sections 11755, 11864, 11876(a) and 11834.50 of the California Health and Safety

1 Code and sections 9846, 10125 and 10564 of the California Code of Regulations.
2 Please visit the ADP web site at www.adp.ca.gov for registration/certification
3 requirements.

4 B. During the term of this Agreement, Contractor with fifteen (15) or more employees
5 will designate a Disability Access Coordinator. The Access Coordinator is
6 responsible for the development and implementation of the program's ADA/ 504
7 Self-Evaluation Plan and Annual Updates.
8

9 C. CONTRACTOR shall institute and maintain an in-service training program of
10 treatment review and case conferences and/or prevention strategies as appropriate, in
11 which professional and other appropriate personnel shall participate.
12

13 D. The CONTRACTOR recognizes the importance of child and family support
14 obligations and shall fully comply with all applicable State and Federal laws relating
15 to child and family support enforcement, including, but not limited to, disclosure of
16 information and compliance with earnings assignment orders, as provided in Chapter
17 8, commencing with Section 5200, of Part 5 of Division 9 of the Family Code.
18

19 E. Contractor shall establish and disseminate written policies for all employees that
20 include detailed information about the False Claims Act and the other provisions
21 named in section 1902(a)(68)(A). Included in these written policies shall be detailed
22 information about contractor's policies and procedures for detecting and preventing
23 fraud, waste, and abuse in federal, state and local health care programs. Contractor
24 shall also include in any employee handbook a specific discussion of the laws
25 described in the written policies, the rights of employees to be protected as
26 whistleblowers, and a specific discussion of Contractor's policies and procedures for
27 detecting and preventing fraud, waste and abuse.
28

1 F. Out-Patient Treatment Providers are required to post their hours of operation near the
2 entry to their facilities and provide the SUBSTANCE ABUSE PROGRAM
3 SERVICES ADMINISTRATOR (or designee) a copy of the hours of operation.

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

11 XXI

12 CULTURAL COMPETENCY

13
14 A. CONTRACTOR shall provide services pursuant to this Agreement in a culturally
15 competent manner by recruiting, hiring, maintaining and providing staff who can
16 deliver services in the manner specified to the diverse multi-cultural population
17 served under this Agreement. CONTRACTOR shall provide multi-cultural services
18 in a language appropriate and culturally sensitive manner, in a setting accessible to
19 diverse communities. Multi-cultural diversity includes, but is not limited to,
20 ethnicity; age; sexual preference; gender and persons who are disabled.
21 CONTRACTOR shall document its efforts to provide multi-cultural services in the
22 manner specified. Documentation may include, but is not limited to the following:
23 records in personnel files attesting to efforts made in recruitment and hiring
24 practices; participation in COUNTY sponsored and other cultural competency
25 training; the availability of literature in multiple languages/formats as appropriate:
26
27
28

1 and identification of measures taken to enhance accessibility for, and sensitivity to,
2 persons with disabilities .

3
4 1. CONTRACTOR shall demonstrate program access; linguistically appropriate
5 and timely substance abuse service delivery; staff training; and organizational
6 policies and procedures related to the treatment of culturally diverse
7 populations. CONTRACTOR shall perform specific outcome studies, on-site
8 reviews and written reports to be made available to the COUNTY upon
9 request.

10
11 2. CONTRACTOR shall provide services that are non-discriminatory and that
12 meet the individual needs of the multi-cultural beneficiaries to be served.
13 CONTRACTOR shall ensure that high quality accessible substance abuse care
14 includes:

15 a. Clinical care and therapeutic interventions which are linguistically and
16 culturally appropriate; including, at a minimum, admission, discharge,
17 and medication consent forms available in Spanish.

18
19 b. Have a comprehensive management strategy to address culturally and
20 linguistically appropriate services, including strategic goals, plans,
21 policies, procedures and designated staff responsible for implementation.

22
23 c. Medically appropriate interventions, which acknowledge specific cultural
24 influences.

25 d. Provision and utilization of qualified interpreters within twenty-four (24)
26 hours of identified need.
27
28

- 1 e. Screening and certification of interpreters as specified in subparagraph 3
2 a below.
3
4 f. Training to substance abuse providers in building the cultural knowledge
5 and skill required to provide culturally appropriate treatment of client
6 population served.
7
8 g. Develop and implement a strategy to recruit, retain and promote
9 qualified, diverse and culturally competent administrative, clinical and
10 support staff that are trained and qualified.
11
12 h. Client related information translated into the various languages of the
13 diverse populations served.
14
15 i. Provide oral and written notices, including translated signage at key
16 points of contact, to clients in their primary language informing them of
17 their right to receive no-cost interpreter services.

18 3. CONTRACTOR shall make available bilingual professional staff or qualified
19 interpreter to ensure adequate communication between clients and substance
20 abuse staff. Any individual with limited English language capability or other
21 communicative barriers shall have equal access to substance abuse services.

- 22 a. A qualified interpreter is defined as someone who is fluent in English and
23 in the necessary second language, who can accurately speak, read and
24 readily interpret the necessary second language and/or accurately sign and
25 read sign language. A qualified interpreter must be able to translate in
26 linguistically appropriate substance abuse terminology necessary to
27
28

1 convey information such as symptoms or instructions to the client in both
2 languages.

3
4 b. A fluently bilingual person, who is not trained in the provision of
5 substance abuse services, must complete training prior to providing
6 services, which covers terms and concepts associated with substance
7 abuse medications, and cultural beliefs and practices which may
8 influence the client's mental health condition.

9
10 4. CONTRACTOR agrees to comply with the COUNTY'S Cultural Competency
11 Plan as set forth in the Board of Supervisors approved Cultural Competency
12 Plan. The Cultural Competency Plan may be obtained from the COUNTY'S
13 website at www.mentalhealth.co.riverside.us or by contacting the COUNTY'S
14 Cultural Competency Manager or designee upon written request via certified
15 mail or facsimile to:

16
17 Riverside County Department of Mental Health Cultural Competency Program

18 P.O. Box 7549

19 Riverside, California 92513

20 Attention: Cultural Competency Manager

21 Fax: 951-358-4792

22
23 5. CONTRACTOR agrees to meet with COUNTY'S Cultural Competency
24 Program Manager, as needed by the CONTRACTOR and as coordinated by
25 the COUNTY, to determine and implement cultural competency activities that
26 shall include, but is not limited to, compliance with the cultural competency
27 requirements outlined in Section XXI of this agreement.
28

- 1 6. COUNTY will provide technical assistance to CONTRACTOR in the areas of
 2 cultural competency as needed and requested by CONTRACTOR.
 3
 4 7. CONTRACTOR will be responsible for participating in cultural competency
 5 trainings as required by the COUNTY'S Cultural Competency Plan. The
 6 following is a partial list of annual cultural competency trainings and topics
 7 that may be available through the COUNTY to assist CONTRACTORS with
 8 meeting training requirements, though capacity will be limited: Cultural
 9 Formulation; Multicultural Knowledge; Cultural Sensitivity; Cultural
 10 Awareness; Social/Cultural Diversity; Mental Health Interpreter Training;
 11 Training Staff in the use of Mental Health Interpreters; Training in the Use of
 12 Interpreters in the Mental Health Setting. In order to attend the COUNTY
 13 offered trainings, CONTRACTOR must contact the Cultural Competency
 14 Manager at the contact information location in subparagraph 1 of paragraph A.
 15 in Section XXI-CULTURAL COMPENTENCY.
 16
 17 8. CONTRACTOR will be responsible for reporting back to the COUNTY,
 18 annually in writing, all cultural competency related trainings that staff
 19 members have taken. The following format is recommended:
 20
 21

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

1 CONTRACTOR training information shall be submitted via facsimile to 951-
2 358-4792 to the attention of the COUNTY Cultural Competency Program
3 Manager on or before June 30 of each fiscal year.
4

- 5 9. CONTRACTOR is responsible for notifying the COUNTY Cultural
6 Competency Program Manager in writing if the June 30th deadline can not be
7 met. CONTRACTOR will be responsible for requesting an extension from the
8 COUNTY'S Cultural Competency Program Manager. All requests for
9 extensions must be put in writing and mailed or faxed to the COUNTY'S
10 Cultural Competency Program Manager at the contact information listed
11 herein.
12

13 XXII

14 CONFLICT OF INTEREST:

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

20 XXIII

21 PATIENT RIGHTS:

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

1 XXIV

2 WAIVER OF PERFORMANCE:

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

7 XXV

8 DRUG-FREE WORKPLACE CERTIFICATION:

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

- 17 A. Publish a statement notifying employees that unlawful manufacture, distribution,
18 dispensation, possession, or use of controlled substances is prohibited and specifying
19 actions to be taken against employees for violations, as required by Government
20 Code Section 8355 (a).
21
22 B. Establish a Drug-Free Awareness Program as required by Government Code Section
23 8355 (a) to inform employees about all of the following:
24
25 1. The dangers of substance abuse in the workplace.
26
27 2. The CONTRACTOR'S policy of maintaining a drug-free workplace.
28
3. Any available counseling, rehabilitation, and employee assistance programs.
4. Penalties that may be imposed upon employees for substance abuse violations.

1 C. Provide as required by Government Code Section 8355 (a) that every employee who
2 works on the proposed contract:

- 3 1. Will receive a copy of the CONTRACTOR'S drug-free policy statement, and
4
5 2. Will agree to abide by the terms of the CONTRACTOR'S statement as a
6 condition of employment on the contract.

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

12 D. The CONTRACTOR has made a false certification or,

13 E. Violates the certification by failing to carry out the requirements as noted above.
14

15 XXVI

16 TERMINATION PROVISIONS:

- 17 A. Either party may terminate this Agreement without cause, upon sixty (60) days
18 written notice served upon the other party.
- 19 B. Termination does not release CONTRACTOR from the responsibility of securing
20 Protected Health Information (PHI) data.
- 21 C. The COUNTY may terminate this Agreement upon thirty (30) days written notice
22 served upon the CONTRACTOR if sufficient funds are not available for
23 continuation of services.
- 24
25 D. The COUNTY reserves the right, to terminate the contract without warning at the
26 discretion of the Director or designee, when CONTRACTOR has been accused
27 and/or found to be in violation of any County, State, or Federal laws and regulations.
28

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

4
5 F. The COUNTY may terminate this Agreement immediately if, in the opinion of the
6 Director of Mental Health, CONTRACTOR fails to provide for the health and safety
7 of patients served under this contract. In the event of such termination, the
8 COUNTY may proceed with the work in any manner deemed proper to the
9 COUNTY.

10
11 G. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY
12 may take one or more of the following actions as appropriate:

- 13 a. Temporarily withhold payments pending correction of the deficiency.
14
15 b. Disallow (that is deny funds) for all or part of the cost or activity not in
16 compliance.
17
18 c. Wholly or partially suspend or terminate the Agreement and if necessary,
19 request repayment to COUNTY if any disallowance is rendered after audit
20 findings.

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

25 1. CONTRACTOR shall:

- 26 a. Stop all services under this Agreement on the date, and to the extent
27 specified, in the Notice of Termination;
28

- 1 b. Continue to provide the same level of care as previously required under the
2 terms of this Agreement until the date of termination;
- 3 c. If clients are to be transferred to another facility for services, furnish to
4 COUNTY, upon request, all client information and documents deemed
5 necessary by COUNTY to affect an orderly transfer;
- 6 d. If appropriate, assist COUNTY in effecting the transfer of clients in a manner
7 consistent with the best interest of the clients' welfare;
- 8 e. Cancel outstanding commitments covering the procurement of materials,
9 supplies, equipment and miscellaneous items. In addition, CONTRACTOR
10 shall exercise all reasonable diligence to accomplish the cancellation of
11 outstanding commitments required by this Agreement, which relate to
12 personal services. With respect to these canceled commitments, the
13 CONTRACTOR agrees to provide a written plan to Director (or his designee
14 within thirty (30) days for settlement of all outstanding liabilities and all
15 claims arising out of such cancellation of commitments. Such plan shall be
16 subject to the approval or ratification of the COUNTY, which approval or
17 ratification shall be final for all purposes of this clause;
- 18 f. Transfer to COUNTY and deliver in the manner, at the times, and to the
19 extent, if any, as directed by COUNTY, any equipment which, if the
20 Agreement had been completed, would have been required to be furnished to
21 COUNTY; and
- 22 g. Take such action as may be necessary, or as COUNTY may direct, for the
23 protection and preservation of the equipment related to this Agreement which
24
25
26
27
28

1 is in the possession of CONTRACTOR and in which COUNTY has or may
2 acquire an interest;

3
4 i. COUNTY shall continue to pay CONTRACTOR at the same rate as
5 previously allowed until the date of termination, as determined by the Notice
6 of Termination.

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

19
20
21 J. The CONTRACTOR shall submit a termination claim to COUNTY promptly after
22 receipt of a Notice of Termination, or on expiration of this Agreement as specified in
23 Section II, PERIOD OF PERFORMANCE, but in no event, later than thirty-two
24 (32) days from the effective date thereof, unless an extension, in writing, is granted
25 by the COUNTY.
26
27
28

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

5 XXVII

6 DISPUTE:

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

24 XXVIII

25 SEVERABILITY:

26 If any provision of this Agreement or application thereof to any person or
27 circumstances shall be declared invalid by a court of competent jurisdiction, or is in
28

1 a. CONTRACTOR shall provide all clients with a Notice of Privacy Practices
2 information brochure or pamphlet during the time of the client's first visit. The
3 CONTRACTOR is subsequently responsible for reissuing the Notice of
4 Privacy Practices information brochure or pamphlet to all clients every three
5 (3) years at a minimum and/or every time the Notice of Privacy Practices
6 information is updated and/or changes."

7 XXXI

8 MEETINGS:

9 A. As a condition of this Agreement, CONTRACTOR shall agree to attend the mandatory
10 all-provider meeting scheduled quarterly by the RCDMH Substance Abuse Program
11 Services Administrator or Designee. Appropriate level of CONTRACTOR staff to
12 attend this meeting shall be at Program Director level or above. Critical information
13 and data is disseminated at these meetings and will not be provided at any other time.

14 /
15 rev: 10/20/10 cw
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1 EXHIBIT A

2 CONTRACTOR NAME: MFI RECOVERY CENTERS, INC. INTERIM-NNA/DAS
3 (NON DMC: LONG TERM RESIDENTIAL/NON-
4 PERINATAL)

5 DEPT ID / PROGRAM: 4100514141/55600

6 "CONTRACTOR", shall provide services on behalf of the County of Riverside
7 Department of Mental Health (RCDMH) Substance Abuse Program.

8
9 I. SCOPE OF SERVICES

10 LONG TERM RESIDENTIAL:

- 11 A. CONTRACTOR operates a twenty-four (24) hour a day, seven (7) days a week
12 Residential (Non-Perinatal) Substance Abuse Treatment and Recovery program.
13 CONTRACTOR shall at all times be licensed and certified by the State of
14 California Alcohol and Drug Program (ADP) as a residential substance abuse
15 treatment and recovery program.
- 16 B. All new participants shall be oriented to the services, requirements, and physical
17 layout of the program.
- 18 C. A health questionnaire shall be completed for each participant upon admission. The
19 screening procedure shall contain questions regarding use of alcohol and other drugs,
20 medical conditions and complications, and history of DT's alcoholic seizures, and
21 convulsions.
- 22 D. Participants shall be referred promptly for medical or psychiatric evaluation when
23 deemed appropriate by staff.
- 24 E. Transportation shall be provided or arranged for those participants referred to other
25 services as needed.
- 26 F. Written recovery and exit plans which establish individual recovery objectives shall
27 be developed with all participants. The plans shall be reviewed with participants and
28 updated as appropriate.

- 1 G. A comprehensive directory of community resources shall be available and up to date.
- 2 H. Participants shall be encouraged to utilize the services of various community
- 3 resources and given all possible assistance in doing so.
- 4 I. Staff shall encourage and support a family-type, peer-oriented environment which
- 5 creates a sense of fellowship that is evident throughout the program.
- 6 J. A non-drinking, drug-free environment shall be maintained; abstinence is a
- 7 requirement for all program participants.
- 8 K. Program participants shall be actively involved in both the maintenance of the
- 9 program as a non-drinking environment and in the support of overall program
- 10 policies.
- 11 L. Policies regarding drinking and other drug use and re-admission shall be strictly
- 12 enforced.
- 13 M. A planned program of educating clients on the effects of alcohol and other drug abuse
- 14 shall be offered on a regularly scheduled basis.
- 15 N. Participants shall be involved in frequent informal discussions with each other and
- 16 staff concerning alcohol and other drug problems and recovery.
- 17 O. Formal individual and group sessions for participants shall be provided on a regularly
- 18 scheduled basis. Such sessions shall be directed toward maintaining sobriety,
- 19 recovery and involvement in related community recovery resources.
- 20 P. Participants shall be expected to participate in all activities of the program unless
- 21 excused due to illness, outside appointments, or work.
- 22 Q. Participants shall be involved in recreational planning where emphasis shall be placed
- 23 on the development of personal recreational pursuits. The schedule of activities shall
- 24 be current and posted.
- 25 R. Program shall have adequate recreational materials and opportunities.

26 ///

27 //

28 /

1 II. FACILITY:

- 2 A. CONTRACTOR shall provide a therapeutic setting in which treatment services
3 can be provided that will enable the client to resolve alcohol and/or other drugs
4 and live a substance free life.
- 5 B. CONTRACTOR shall provide copy of any Conditional Use Permit(s) for the
6 present facilities as required by State and/or local ordinances.
- 7 C. CONTRACTOR shall provide upon request, a valid license issued by ADP for all
8 applicable facilities.
- 9 D. The site location shall be easily accessible in terms of parking and public
10 transportation.
- 11 E. The environment shall be healthy and safe, and the physical appearance and
12 condition of the facility shall be adequate.
- 13 F. CONTRACTOR shall ensure that the facility(s) will provide a comfortable, home-
14 like atmosphere with space for activities designed to assist residents in developing
15 drug-free lifestyles. The facility will also have, at a minimum: a kitchen, dining
16 room, living room, and laundry facilities, with enough space for leisure time and
17 group activities.

18 III. ADMISSION CRITERIA:

- 19 A. Upon provisional admission of a COUNTY client to a contracted facility,
20 CONTRACTOR will FAX to the RCDMH Substance Abuse Program Services
21 Administrator (or designee) a copy of a legible individualized admission request.
22 Admission requests for individuals admitted prior to 1:00 p.m. on holidays or
23 weekends will be FAXED to the RCDMH Substance Abuse Program Services
24 Administrator (or designee) prior to 1:00 p.m. the next working day.
- 25 B. The RCDMH Substance Abuse Program Services Administrator (or designee) will
26 evaluate the request and, as appropriate, approve or deny the level of care by 1:00
27 p.m. the following working day. Clients admitted to an inappropriate level of care
28 will be assisted by the CONTRACTOR and the COUNTY in transition to an

1 appropriate level of care. **Admission requests that exceed the above provisional**
2 **periods are subject to denial. The provisional period shall not exceed three (3)**
3 **days from the date of client admission.**

4 C. CONTRACTOR shall admit, on priority basis pregnant addicts, women who are
5 addicted and who have dependent children, injecting drug addicts, and substance
6 abusers infected with HIV or who have tuberculosis. Clients shall not be required
7 to disclose whether they are HIV positive. Priority admissions to the program shall
8 be given in the following order:

- 9 1. Pregnant addicts
- 10 2. Women who are addicted and who have dependent children
- 11 3. Injecting drug addicts
- 12 4. Substance abusers infected with HIV or who have tuberculosis
- 13 5. All others

14 D. Clients referred for residential services shall be assessed by the COUNTY to
15 determine if he/she meets minimum program admission criteria as follows:

- 16 1. The individual requesting admission must be reported or observed to
17 present behavior that indicates that alcohol and/or substance abuse is
18 **currently** causing significant dysfunction in their life, either socially,
19 psychologically, and/or behavioral.
- 20 2. The individual must be 18 years of age or older.
- 21 3. The individual does not demonstrate drug or alcohol induced
22 psychosis and does not present a significant threat to self, staff or other
23 potential clients.

24 E. CONTRACTOR shall establish a procedure that provides for emergency medical
25 services for patients in residence. CONTRACTOR shall also arrange for each
26 resident to have a chest x-ray or interdermal tuberculin test within five (5) days of the
27 patient's admission to CONTRACTOR'S facility
28

1 IV. ORGANIZATION/CRITERIA:

- 2 A. Clients involved with alcohol and/or other drug use shall be the primary criterion
3 for participation in the program.
- 4 B. The program shall have written objectives which reflect its purpose as well as
5 philosophy of treatment and recovery. Objectives shall also outline the program's
6 activities.
- 7 C. Program objectives shall be measurable and have achievement time frames.
- 8 D. Contractor shall be organized in such a way that lines of authority and reporting
9 relationships are clearly defined and are known to staff through a current
10 organization chart.

11 V. INTERIM SERVICES:

12 When any person referred to or seeking services from CONTRACTOR cannot be
13 admitted within five (5) days due to non-availability of COUNTY-paid slots,
14 CONTRACTOR shall refer the person to the nearest COUNTY Substance Abuse
15 Program Outpatient facility for interim treatment. Pursuant to 45CFR96/ NNA Contract,
16 CONTRACTOR shall make available interim services not later than 48 hours after a
17 woman (pregnant only) seeks treatment when treatment is not available. CONTRACTOR
18 shall provide assistance to residents in filling out any applicable applications for Welfare,
19 Medi-Cal, and/or any other applicable social service.

20 VI. TREATMENT METHODOLOGY:

- 21 A. Treatment methodology used by the program shall be approved by the RCDMH
22 Substance Abuse Program Services Administrator (or designee). Any deviations
23 from these service provisions shall be cleared through and approved by the
24 RCDMH Substance Abuse Program Services Administrator (or designee) prior to
25 admission.
- 26 B. CONTRACTOR shall work cooperatively with the RCDMH, RCDMH Substance
27 Abuse Program and the Substance Abuse Program Services Administrator (or
28 designee) to form an integrated network of care for individuals experiencing

1 substance abuse problems. CONTRACTOR shall maintain close communication
2 with the RCDMH Substance Abuse program in the coordination of patient flow so
3 that contracted treatment services can be accessed in a timely manner.

4 C. CONTRACTOR shall provide a safe, drug-free and structured twenty-four (24)
5 hour per day treatment and recovery program with meals, furnishings, and basic
6 necessities provided. CONTRACTOR shall provide limited emergency clothing to
7 patients admitted to the CONTRACTORS' program.

8 D. CONTRACTOR shall make provisions for both emergency and limited medical
9 services for minor physical problems. CONTRACTOR shall provide for the
10 transportation of clients, including liaison for court obligations, participation in
11 self-help groups to medical facilities, and any other local resources when
12 appropriate.

13 E. Upon admission, the client will be given a complete orientation to the
14 CONTRACTORS' program, list of daily activities, and general house rules.

15 F. The program operated by the CONTRACTOR shall be comprised of two (2) basic
16 programs:

- 17 1. A forty five (45) day primary residential treatment program except
18 where otherwise approved by the COUNTY.
- 19 2. Clients needing additional services must be referred to the nearest
20 Outpatient Drug Free (ODF) program to continue or complete the
21 Substance Abuse treatment episode a minimum ninety (90) day
22 requirement.

23 G. Each client shall have a client centered goal oriented treatment plan established
24 within fourteen (14) days from the date of admission. The treatment plan shall
25 have a periodic review and be updated as necessary/needed.

26 H. Minimum Services will be provided as follows:

- 27 1. Twenty (20) hours per week of structured counseling, including
28 both group and individual counseling activities.

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2. Thirty-five (35) hours per week of educational, recreational, and social activities designed to encourage residents to explore healthy alternatives to drug dependent lifestyles. Services shall include appropriate health education parenting training, and G.E.D. completion. If G.E.D. services are not provided on site, transportation to an off site facility is required.
3. Fourteen (14) hours per week of structured work activities necessary for daily functioning of the program, including such activities as shopping and meal preparation, housekeeping, facility and grounds maintenance, reception and clerical tasks to encourage residents to develop basic living skills and a sense of cooperation, responsibility, and pride.
4. Information and education on HIV infections and tuberculosis will be provided to clients, either individually or in a group setting. Referral to both HIV and TB test sites will be made to each client within five (5) days of admission to the facility.
5. If both CONTRACTOR and client mutually agree that additional time in residential services is appropriate then CONTRACTOR must submit an extension request to the COUNTY Substance Abuse Program prior to the end of the forty-fifth (45) day and every fourteenth (14) day thereafter. The Substance Abuse Program Services Administrator or designee will evaluate the extension request and approve or deny the request accordingly.
6. Each resident will have a written discharge/exit plan developed in cooperation with agency staff prior to completion of the residential program which will detail exit and follow-up activities. A weekly exit program of individual and group activities will be provided for clients who have completed the residential program of

1 CONTRACTOR. These activities will not be exclusively limited to
2 CONTRACTOR sponsored activities, and clients will be
3 encouraged to utilize community support services. Graduates of
4 CONTRACTOR residing outside the immediate area will be given
5 an appropriate referral prior to discharge for ODF services in their
6 area of residence.

- 7 I. Residential treatment shall be very structured to control the use of the telephone,
8 leaving the facility without an escort, and receiving visitors, and shall include
9 group counseling, individual counseling, work and ancillary activities.
- 10 J. Provide a weekly schedule of treatment services, ancillary activities and work
11 activities.
- 12 K. CONTRACTOR shall provide necessary emotional support to maintain and assist
13 the client in developing an alcohol and/or other drug free lifestyle.
- 14 L. CONTRACTOR will provide group counseling and educational meetings as
15 needed for friends, families, and significant others of residents. Individual and
16 conjoint counseling sessions will be made available directly by the agency or by
17 referral, as appropriate. Participation in these activities will be documented as
18 appropriate in the client's treatment file.
- 19 M. CONTRACTOR shall establish procedures that provide for emergency medical
20 services for clients in residence.
- 21 N. The Board of Directors will plan at least one (1) public ceremony for program
22 participants to promote the program's image in the community, and advocate for
23 treatment and recovery facilities.
- 24 O. OUTREACH AND SPEAKING ENGAGEMENTS: Outreach services will be
25 provided for the purpose of encouraging individuals in need of treatment for
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1 substance abuse to undergo such treatment. Outreach and education services shall
2 be provided through speaking engagements by agency staff and program
3 participants to schools, churches, and civic groups.
4

5 P. CONTRACTOR shall ensure that clients are afforded every opportunity to
6 participate in self-help recovery groups such as Narcotics Anonymous and
7 Alcoholics Anonymous. CONTRACTOR may provide meeting space in the
8 facility if deemed appropriate.
9

10 VII. STAFFING/PERSONNEL:

11 A. CONTRACTOR shall maintain a minimum staffing pattern including, but not
12 limited to:

- 13 1. Two (2) treatment personnel on duty from 10:00 a.m. to 10:00 p.m.
14 daily.
- 15 2. One (1) person on duty in the primary facility from 10:00 p.m. to
16 10:00 a.m.
- 17 3. One (1) full time Administrator
- 18 4. One (1) full time Treatment Director. The Administrator and the
19 Treatment Director may substitute for required treatment personnel
20 or for one another.

21 B. CONTRACTOR is required to maintain an overall ratio of not less than one (1)
22 direct service staff to eight (8) program participants. All other staffing
23 requirements remain the same.

24 C. All staff shall be payroll documented and paid personnel and at least one (1) paid
25 staff member shall be on duty in the primary facility at all times. Such personnel
26 shall be qualified, holding appropriate licenses and/or certification in accordance
27 with the Health and Safety Code, Sections 11215 through 11997, the requirements
28 set forth in Title 9 of the California Code of Regulations, State Department of

1 Alcohol and Drug Programs policy letters and any amendments thereto. Clients of
2 the program may not substitute for paid personnel. Sufficient staff members will be
3 certified in Cardiopulmonary Resuscitation (CPR) and Basic First Aid to provide
4 coverage at all times.

5 D. In compliance with section 13010, Title 9, Division 4, Chapter 8, Subchapter 2,
6 California Code of Regulations requires that at least thirty percent (30%) of
7 CONTRACTOR staff providing counseling services in all Alcohol and Other Drug
8 Programs (AOD) Licensed and/or Certified by ADP shall be licensed or certified
9 pursuant to the requirements of this Chapter. All other counseling staff shall be
10 registered pursuant to Section 13035(f).

- 11 1. Licensed professionals may include: LCSW, MFT, Licensed
12 Psychologist, Physician, or registered intern as specified in Section
13 13015.
- 14 2. All non-licensed and non-certified individuals providing counseling
15 in an AOD program licensed and/or certified by ADP shall be
16 registered to obtain certification as an AOD counselor with one of
17 each of the certifying organizations currently approved by ADP.
- 18 3. Registrants shall complete certification as an AOD counselor within
19 five (5) years of the date of registration. An individual who has not
20 completed certification within the five year time period may not be
21 an AOD counselor at any ADO program licensed and/or certified
22 by ADP.
- 23 4. Any AOD program licensed and/or certified by ADP that allows
24 less than thirty percent (30%) licensed professionals and/or certified
25 counselors will be cited by the COUNTY and/or ADP for non
26 compliance with section 13010.
- 27 5. An AOD program licensed and/or certified by ADP that allows an
28 individual to provide services as an AOD counselor that is not a

1 licensed professional, certified AOD counselor or has exceeded the
2 five-year time limit as a registrant is out of compliance and will
3 receive a deficiency citation from the COUNTY and/or ADP.

4 D. A listing of staff personnel by name, title and professional training or degrees and
5 license or certification shall be maintained. The list shall comply with Title 9, CCR
6 staffing requirements.

7 E. Specific job descriptions or duty statements shall be developed for each position
8 which: a) Describe each person's assigned duties; b) Describe reporting
9 relationships; c) Provide sufficient detail to serve as the basis for performance
10 evaluation.

11 F. Personnel policies and procedures shall be available to all employees.

12 G. Personnel policies shall be reviewed and updated annually.

13 H. A personnel file shall be maintained on each staff member. The personnel file
14 shall contain at least the following information:

- 15 1. Listing of training and experience.
- 16 2. Proof of current licensure, certification, or registration; social
17 workers and psychologists must meet business and professional
18 codes required for licensure.
- 19 3. Annual job performance evaluations.
- 20 4. Personnel action reports of all changes in status of the employee.

21 J. Job performance objectives shall be established with each staff member and
22 reviewed, assessed, and revised annually.

23 K. An Affirmative Action Plan shall be developed, and used to promote equality in
24 the recruitment and hiring of staff.

25 L. Continuing development of staff expertise shall be encouraged.

26 M. A written staff training plan shall be developed and discussed with staff.

27 N. Participation in outside training seminars and workshops shall be encouraged.

28 O. Volunteers shall have a written description of their job duties.

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1. A Personnel file shall be maintained for each volunteer.
2. Volunteers shall be accountable to a specific staff member.

P. Each program shall develop and maintain a personnel policy that includes hiring procedures in compliance with State and Federal regulations. Recruitment procedures shall include disseminating job opportunity information to the general public via newspaper listings, etc.

Q. In order to effectively serve the residents within Riverside County, the CONTRACTOR'S staffing must include bilingual capacity for all services.

VIII. RECORDS, REPORTS, AND DATA MANAGEMENT:

A. The COUNTY will provide technical assistance on an as needed basis for CONTRACTORS.

B. The CONTRACTOR will maintain appropriate records documenting all of the services provided to or on behalf of the clients. These records will conform to the requirements of the licensing authority, the State Department of Alcohol and Drug Programs (ADP), and the Riverside County Department of Mental Health Substance Abuse Program. The CONTRACTOR will provide the Substance Abuse Program Services Administrator (or designee) with the following:

1. Access to all records maintained on clients admitted to the facility.
2. Compliance with requests for social, economic, and demographic data.

C. CONTRACTOR shall provide a final year-end cost report summarizing the contract year's financial activities as described in Exhibit C. Any suggestions and recommendations for future contracts shall be submitted by January 1 of each year.

D. The COUNTY Substance Abuse Program Services Administrator (or designee)

1 will represent the COUNTY in all matters concerning the performance of this
2 contract.

3
4 E. Contractor shall have an internal communications system which provides a means
5 of accumulating, storing, and reporting data. The staff shall understand how the
6 Departmental Management Information System (MIS) interacts with their own
7 system in order to accumulate and report data.

8 IX. CONTINUOUS QUALITY MANAGEMENT:

9 A. CONTRACTOR will participate in the current Continuous Quality Management;
10 CONTRACTOR will adhere to section 17020 of ADP certification standards which
11 can be found on the ADP website (<http://www.adp.cahwnet.gov>). Each
12 CONTRACTOR's program shall maintain written policies for Continuous Quality
13 Management and shall document in each participant's file compliance with the
14 procedures. The procedures shall include the following:
15

- 16 1. Continuity of activities
- 17 2. Participant file review
- 18 3. Recovery or treatment plan review

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20 B. CONTRACTOR will conduct an annual internal review for major agency policies
21 and documents, such as personnel policies, job descriptions, administrative and
22 fiscal policies, and Board by-laws.

23
24 C. CONTRACTOR will conduct training for their Board of Directors and the staff that is
25 appropriate to their role in the respective agency, and designed to keep them well
26 informed.

- 27 1. Board training will take place at least annually, and included topics
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1 relevant to governing board responsibilities in the non-profit sector.

2 2. Staff in-service training will take place at least quarterly, and will
3 include topics relevant to HIV infections training, and substance
4 abuse counseling such as treatment review, case management,
5 recovery process, and various methods and techniques used in
6 working with addiction.

7 D. Written policies, rules, and procedures shall be developed governing the operation of
8 the Contractor. These policies, rules, and procedures shall be known and available to
9 staff.

10 E. The policies, rules and procedures shall be maintained in compliance with local, state,
11 and federal laws and regulations through an annual review and update.

12 F. A procedure shall exist for initiating, developing and declaring policies and
13 procedures. It shall provide for staff input.

14 G. CONTRACTOR will adhere to applicable current quality assurance standards stated
15 in the State of California Certification Standards.

16 H. There shall be established policies and procedures governing recordkeeping,
17 including organization of record content, responsibilities for documentation and
18 maintenance of records, transmittal, security, confidentiality, retention, release and
19 storage of records.

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23 X. CONTRACT MONITORING:

24 A. The CONTRACTOR will participate in the RCDMH Substance Abuse Program
25 administrative, clinical and fiscal annual contract monitoring as well as more
26 **FREQUENT** program reviews conducted by the RCDMH Substance Abuse
27 Program. With proper identification, the COUNTY will be allowed to inspect all
28 CONTRACTOR program activities, records, treatment plans, and files to ensure

1 compliance with the regulations. COUNTY and/or ADP monitoring may be
2 announced and/or unannounced.

3 B. Copies of the following documents shall be available on site to the COUNTY
4 Contract Monitor:

- 5 1. Articles of Incorporation
- 6 2. Amendments of Articles
- 7 3. List of agency's Board of Directors
- 8 4. A resolution indicating who is empowered to sign all contract
9 documents pertaining to the agency
- 10 5. Minutes of Utilization review meetings and list of names of
11 Utilization Review Committee (Medi-Cal certified Contractors
12 only)
- 13 6. By-laws and minutes of Board meetings
- 14 7. Any other documents specified in the Contract with Riverside
15 County Substance Abuse Program.

16 C. The following licenses and certificates shall be maintained and current:

- 17 1. Fire clearance
- 18 2. Zoning license
- 19 3. Certification and licensure from California Department of Alcohol
20 and Drug Program
- 21 4. Any other licenses or certificates required by local or state laws.

22 D. CONTRACTOR shall insure that all required Corrective Action Plans (CAP) are
23 submitted within 30 days of receipt of the monitoring report, or as specified by the
24 RCDMH and/or the RCDMH, Substance Abuse Program.

25 XI. OUTCOME MEASURES:

26 In order to evaluate the effectiveness of treatment and to comply with funding
27 requirements, CONTRACTOR will complete the following outcome measurement
28

1 tools:

2 A. American Society of Addiction Medicine (ASAM)

- 3 1. This will be administered upon admission in order to determine the
4 appropriate level of care.
5

6 B. Addiction Severity Index (ASI)

- 7 1. This will be administered within ten (10) days of intake but not the
8 date of intake and again as close to discharge as possible.
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10 C. Mental Health Statistics Improvement Program Survey (MHSIP)

- 11 1. This will be administered as required by Mental Health Research and
12 will be conducted mid treatment and at discharge.
13 2. Surveys will be sent to the Mental Health Research Unit:

14 Attention: Quality Research Division

15 Riverside County Mental Health

16 3840 Myers Street

17 Riverside, CA 92503
18

19 XII. FUNDING RESTRICTIONS:

20 Alcohol and Drug Mental Health Services Block Grant funds may not be expended for
21 the purpose of distributing sterile needles or bleach to be used for cleansing needles.

22 Any program receiving Federal funds must agree to do outreach activities for the
23 purpose of encouraging individuals in need of treatment for alcohol and substance
24 abuse to undergo such treatment.

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28 Rev. 10/11 CW

1 EXHIBIT B – SUBSTANCE ABUSE

2 LAWS, REGULATIONS AND POLICIES

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

7 General

8 31 U.S.C., Section 1352 – Funds are not to be used for lobbying activities to influence a
9 covered federal transaction.

10 CA Government Code Sections 16645 – 16649 – Funds are not to be used to influence
11 union organizing by employees.

12 21 U.S.C., Section 812 - Controlled Substances Act

13 Title 31, USC, Section 1352 & 45 CFR Part 93 - Lobbying Restrictions

14 California Health & Safety Code Sections 11760 - 11841.

15 California Health and Safety Code Sections 11860 – 11876 (Long Range Master Plans)

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

17 Proposition 36 Treatment Provider Manual (if applicable)

18 California Health & Safety Code, Sections 11760 through 11841

19 All applicable policies and regulations issued by California Dept. of Alcohol and Drug

20 Programs. (www.adp.ca.gov)

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

22 Charges and Billing

23 California Health & Safety Code, Sections 11811.7, 11812 and 11813
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1 Uniform Method of Determining Ability to Pay, State Department. of Alcohol Programs
2 (ASRS Manual).

3 California Code of Regulations, Title 9,. Sect. 9424-9444

4
5 The Single Audit Act of 1984, and Amendments (31 USC Section 7501 et seq.)

6 California Code of Regulations, Title 9, Section 9530(k) (Allowable Costs)

7 Audit

8 ADP 00-10

9 California Code of Regulations, Title 9, Sections 9545

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11 Child Abuse Reporting

12 California Penal Code Sections 11164 – 11174.4 et seq.

13 Minors in Health Care Facilities

14 California Welfare & Institutions Code Section 5751.7

15 Community Residential Treatment Program

16 California Welfare & Institutions Code Section 5670 et seq.

17 California Code of Regulations, Title 22, Division 6

18 ADP 98-34

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20 Licenses

21 California Health and Safety Code, Division 10.5, Part 2, Chapters 7 and 7.5

22 California Code of Regulations, Title 9, Division 4, Chapter 5

23
24 Alcohol & Drug Bulletins

25 All applicable Department of Alcohol & Drug Letters and Bulletins

26 Confidentiality

27 California Welfare & Institutions Code Section 5328
28

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

2 45 CFR Subtitle A, Subchapter C, Parts 160 and 164 (Standards for Privacy of Individually
3 Identifiable Health Information)

4 DMH Information Notice 91-09, 99-02

5 Civil Code Section 1798.82

6
7 Elderly and Dependent Adult Abuse Reporting

8 California Welfare & Institutions Code Sections 15600 et. seq.

9 Information Technology

10 Cash pay clients ADP Bulletin 08-08

11 Medication Protocol

12 Riverside County Mental Health "Psychotropic Medication Protocols" Publication

13 Riverside County Mental Health "Medication Guidelines" Publication

14
15 Non-Discrimination

16 Title VI, Civil Rights Act of 1964, 42 USC, Sect. 2000d.

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

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

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

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

21
22 Patient Rights

23 California Welfare & Institutions Code Section 5325 et seq.

24 California Code of Regulations, Title 22, Section 70707

25
26 Quality Assurance

27 California Health and Safety Code, Chapter 7, Sections 11830 - 11834.

28 ADP 98-35

1 Short-Doyle and Drug Medi-Cal

2 California Code of Regulations, Title 22, Division 3, Sections 51516.1,

3 51341.1 & 51490.1

4 California Alcohol and Drug Program Letters 98-18, 98-30, 98-42, 98-49, 98-50

5 98-58, 99-17, 99-27

6 Voter Registration

7 National Voter Registration Act of 1993

8 Policies

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

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

11 Perinatal

12 http://www.adp.ca.gov/perinatal/pdf/guidelines_04.pdf

13 Perinatal Drug Medi-Cal

14 Title 22 Section 551341.1

15 Youth Treatment Guidelines

16 www.adp.ca.gov/youth/pdf/Youth_Treatment_Guidelines.pdf - 2007-10-30

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20 Rev: 10/11 CW

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EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: **MFI RECOVERY CENTERS, INC. INTERIM - NNA/DAS**
(RESIDENTIAL/ NON-PERINATAL)

A. REIMBURSEMENT:

1. In consideration of services provided by the CONTRACTOR pursuant to this Agreement, COUNTY agrees to compensate CONTRACTOR at the Negotiated Rate(s) mutually agreed upon between COUNTY and CONTRACTOR. A Negotiated Rate is a specific and fixed dollar amount paid for delivery of a specific unit of service. CONTRACTOR shall receive monthly reimbursements based on the Negotiated Rate as specified in the Schedule I and actual units provided, less revenue collected, not to exceed the maximum obligation of the COUNTY as specified herein. Schedule I is attached hereto and incorporated herein by this reference.
2. The final year-end settlement for non Medi-Cal services shall be based on the Negotiated Rate, multiplied by the actual number of units, less revenue collected. The final year-end settlement for Medi-Cal services shall be based on final State approved Medi-Cal units, multiplied by the actual allowable cost per unit of services provided, the State Maximum Allowance (SMA) rate, state approved Short Doyle/Medi-Cal (SD/MC) rate or customary charges, whichever

1 is lower, less revenue collected. The combined final year-end settlement for
2 Medi-Cal and non Medi-Cal services shall not exceed the maximum obligation
3 of the COUNTY as specified herein, and the applicable maximum
4 reimbursement rates promulgated each year by the State.
5

6 B. MAXIMUM OBLIGATION:

7 COUNTY'S maximum obligation for fiscal year **2010/2011 shall be \$20,130** subject
8 to availability of Federal, State, and local funds.
9

10 C. BUDGET:

11 Schedule I presents for planning purposes the budgetary details pursuant to this
12 Agreement. Schedule I contains the reporting unit (RU), the CALOMS number, the
13 mode(s) of service, the service function(s), units, revenues received, maximum
14 obligation, and source of funding pursuant to this Agreement. Funding for services is
15 identified in the Schedule I. Federal Funding in part includes; Substance Abuse
16 Prevention and Treatment # 93.959, and Federal Financial Participation (FFP) #
17 93.778.

18 D. REVENUES:

- 19 1. Pursuant to the California Health and Safety Code Division 10.5, Section
20 11841, and as further contained in the Department of Alcohol and Drug
21 Program (DADP) Fiscal Systems Manual, Chapter II, REVENUES,
22 CONTRACTOR shall collect revenues for the provision of the services
23 described pursuant to Exhibit A. Such revenues may include, but are not
24 limited to, fees for services, private contributions, grants or other governmental
25 funds. Revenues received by CONTRACTOR shall be reported annually in
26 the Substance Abuse Program Cost Report as required by DADP Program
27 Fiscal Systems Manual Chapter III, REPORT OF EXPENDITURES.
28 2. CONTRACTOR is authorized to retain collected fees in the subsequent year.

1 The total amount of fees carried forward shall not exceed 25% of the actual
2 revenues collected to insure maximization of State/Federal Funds. Fees carried
3 over are subject to approval by the State as identified in the State's Negotiated
4 Net Amount/Drug Medi-Cal cost report for Riverside County Department of
5 Mental Health.

- 6 3. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance,
7 or other third party benefits shall be determined by the CONTRACTOR.
8 CONTRACTOR shall pursue payment from all potential sources in sequential
9 order. CONTRACTOR is to attempt to collect first from insurance, then first
10 party.
- 11 4. All other clients will be subject to an annual sliding fee schedule by
12 CONTRACTOR for services rendered, based on the patient's/client's ability to
13 pay, not to exceed the CONTRACTOR'S actual charges for the services
14 provided. The sliding fee schedule must be approved by the Substance Abuse
15 Program Services Administrator prior to implementation. In accordance with
16 the State Department of Mental Health's Uniform Method of Determining
17 Ability to Pay (UMDAP) Manual, CONTRACTOR shall not be penalized for
18 non-collection of revenues provided that reasonable and diligent attempts are
19 made by the CONTRACTOR to collect these revenues. Past due patient/client
20 accounts may not be referred to private collection agencies. No patient/client
21 shall be denied services due to inability to pay.
- 22 5. CONTRACTOR shall submit to COUNTY, with signed contract, a copy of
23 CONTRACTOR'S sliding scale and published charges.
- 24 6. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays) above
25 and beyond the contracted Schedule I rate, the CONTRACTOR must notify
26 the COUNTY within ten (10) days of signing the AGREEMENT.
- 27 7. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client
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1 fees. Notification must be made within ten (10) days following any fee
2 increase.

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4 E. REALLOCATION OF FUNDS:

- 5 1. No categorical funds allocated for any Mode of Services as designated in
6 Schedule I may be reallocated to another Mode of Service unless written
7 approval is given by the Substance Abuse Program Services Administrator or
8 designee prior to the end of either the Contract Period of Performance, or
9 Fiscal year. Approval shall not exceed the maximum obligation. Approval
10 must be obtained prior to the end of the fiscal year (June 30th).
11
12 2. In addition, CONTRACTOR may not, under any circumstances and without
13 prior approval and/or written consent from the Program Services
14 Administrator and confirmed by the Supervisor of the COUNTY Fiscal Unit,
15 reallocated funds, services, mode of services, and/or procedure codes as
16 designed in the Schedule I that are defined as non-billable by the COUNTY,
17 State or Federal governments from or to funds, services, mode of services
18 and/or procedure codes that are defined as billable by the COUNTY, State or
19 Federal governments.
20
21 3. If this Agreement includes more than one Exhibit C, shifting of funds from
22 one Exhibit C to another is also prohibited without prior written consent and
23 approval from the Substance Abuse Program Services Administrator prior to
24 the end of either the Contract Period of Performance or Fiscal year.
25

26
27 F. RECOGNITION OF FINANCIAL SUPPORT:

28 CONTRACTOR'S stationery/letterhead shall indicate that funding for the program is

1 provided in whole or in part by the COUNTY of Riverside Department of Mental Health
2 Substance Abuse programs.

3 G. PAYMENT:

- 4
- 5 1. Monthly reimbursements may be withheld at the discretion of the Director or
6 designee due to material contract non-compliance, including audit
7 disallowances and/or adjustments or disallowances resulting from the
8 COUNTY Contract Monitoring Review (CMT), the Annual Program
9 Monitoring and/or Cost Report Reconciliation/Settlement process.
- 10
- 11 2. In addition to the CMT, Annual Progress Monitoring, and Cost Report
12 Reconciliation/Settlement processes, the COUNTY reserves the right to
13 perform periodic service deletes and denial monitoring for this agreement
14 throughout the fiscal year in order to minimize and/or potentially prevent
15 COUNTY and CONTRACTOR loss. The COUNTY, at its discretion, may
16 withhold and/or offset invoices and/or monthly reimbursements to
17 CONTRACTOR, at any time without prior notification to CONTRACTOR,
18 for service deletes and denials that may occur in association with this
19 agreement. COUNTY shall notify CONTRACTOR of any such instances of
20 services deletes and denials and subsequent withholds and/or reductions to
21 CONTRACTOR invoices or monthly reimbursements.
- 22
- 23
- 24 3. Contractor will submit a monthly report and invoice for payment and a
25 quarterly report to COUNTY program with invoice describing outcomes, and
26 progress update and services delivered based on the contract's Exhibit A,
27 "Scope of Services".
28

- 1 4. Notwithstanding the provisions of Paragraph I-1 and I-2 above,
2 CONTRACTOR shall be paid in arrears based upon the actual units of
3 services provided and entered into the COUNTY specified Data Collection
4 System. CONTRACTOR will submit a claim on their organization's
5 stationery, which must include at a minimum the CONTRACTOR's name;
6 invoice mailing address and telephone number, summarizing the dollar
7 amount specified in the applicable COUNTY specified Data Collection
8 System Report (currently the monthly final DAS952) and a signed
9 "Certification of Claims and Program Integrity" form (PIF) must be attached
10 to the CONTRACTOR invoice. The summary page of the monthly final DAS
11 952 report and the PIF form must be attached to the invoice. Failure to attach
12 the monthly, final summary page of the applicable Data Collection System
13 Report, the Certification of Claims and the signed PIF, will delay payment to
14 the CONTRACTOR until the required documents are provided. The claim
15 must be approved and signed by the Director or an authorized designee of the
16 CONTRACTOR. Monthly claims shall be received by the Substance Abuse
17 Program Services Administrator or its designee, within ten (10) calendar days
18 after the service month ends.
- 19 5. Short-Doyle/Medi-Cal billings shall be processed by the COUNTY and the
20 CONTRACTOR shall provide the COUNTY with all information necessary
21 for the preparation and audit of such billings.
- 22 6. Unless other wise notified by the COUNTY, CONTRACTOR invoicing will
23 be paid by the COUNTY thirty (30) calendar days after the date the invoice is
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1 received by the applicable COUNTY Program/Region.

2 H. COST REPORT:

- 3
- 4 1. For each fiscal year, or portion thereof, that this Agreement is in effect,
- 5 CONTRACTOR shall provide to COUNTY two (2) copies per each CALOMS
- 6 number, an annual Cost Report with an accompanying financial statement and
- 7 applicable supporting documentation to reconcile to the Cost Report within
- 8 thirty-two (32) calendar days following the end of each fiscal year (June 30),
- 9 the expiration or termination of the contract, which ever occurs first. The Cost
- 10 Report shall detail the actual cost of services provided. The Cost Report shall
- 11 be provided in the format and on forms provided by the COUNTY. Final
- 12 payment to CONTRACTOR shall not be made by COUNTY until receipt of a
- 13 properly prepared Cost Report.
- 14 2. CONTRACTOR shall use OMB-circular A-122 to formulate proper cost
- 15 allocation methods to distribute cost between COUNTY and non-COUNTY
- 16 programs.
- 17 3. CONTRACTOR is required to send one representative to the cost report
- 18 training annually held by COUNTY regarding preparation of the year- end
- 19 Cost Report. The COUNTY will notify CONTRACTOR of the date(s) and
- 20 time(s) of the training. The training will be held prior to the close of the fiscal
- 21 year. Attendance at the training is necessary annually in order to ensure that
- 22 the Cost Reports are completed appropriately. Failure to attend this training
- 23 may result in delay of payment.
- 24 4. CONTRACTOR will be notified in writing by COUNTY if the Cost Report
- 25 has not been received within thirty-two (32) calendar days after the end of the
- 26 COUNTY fiscal year. If the Cost Report is not postmarked in the thirty-two
- 27
- 28

1 (32) calendar day time frame, future monthly reimbursements will be withheld
2 until the COUNTY is in possession of a completed Cost Report.

3 Future monthly reimbursements will be withheld if the Cost Report contains
4 errors which are not corrected within 10 calendar days of receipt of written or
5 verbal notification from the COUNTY of the errors. Failure to meet any per-
6 approved deadline extension will immediately result in the withholding of
7 future monthly reimbursements.
8

9 5. The Cost Report shall serve as the basis for year-end settlement to
10 CONTRACTOR including a reconciliation and adjustment of all payments
11 made to CONTRACTOR and all revenue received by CONTRACTOR. Any
12 payments made in excess of Cost Report settlement shall be repaid upon
13 demand, or will be deducted from the next payment to CONTRACTOR.
14

15 6. All current and/or future contract service payments to CONTRACTOR will be
16 withheld by the COUNTY until the final current and prior year Cost Report
17 (s) have been reconciled, settled and signed by CONTRACTOR, and received
18 and approved by the COUNTY.
19

20 I. COST REPORT SETTLEMENT:

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

1 end settlement shall not exceed the Contract Maximum Obligation, less revenue, less
2 payment received, up to the Maximum Obligation as stated in section B above.

3 J. AUDITS:

- 4
- 5 1. CONTRACTOR agrees that any duly authorized representative of the Federal
6 Government, the State or COUNTY shall have the right to audit, inspect,
7 excerpt, copy or transcribe any pertinent records and documentation relating
8 to this Agreement or previous Agreements in previous years.
- 9
- 10 2. The COUNTY will conduct an Annual Program Monitoring Review and/or
11 Contract Monitoring Review (CMT). Upon completion of monitoring,
12 CONTRACTOR will be mailed a report summarizing the results of the site
13 visit. A corrective Plan of Action will be submitted by CONTRACTOR
14 within thirty (30) calendar days of receipt of the report. CONTRACTOR'S
15 failure to respond within thirty (30) calendar days will result in withholding of
16 payment until the corrective plan of action is received. Contractor's response
17 shall identify time frames for implementing the corrective action. Failure to
18 provide adequate response or documentation for this or previous year's
19 Agreements may result in contract payment withholding and/or a
20 disallowance to be paid in full upon demand.
- 21
- 22
- 23 3. If this contract is terminated in accordance with Section XXVI,
24 TERMINATION PROVISIONS, COUNTY, Federal and/or State governments
25 may conduct a final audit of the CONTRACTOR. Final reimbursement to
26 CONTRACTOR by COUNTY shall not be made until all audit results are
27 known and all accounts are reconciled. Revenue collected by CONTRACTOR
28 during this period for services provided under the terms of this Agreement will

1 be regarded as revenue received and deducted as such from the final
2 reimbursement claim.

- 3 4. Any Audit exception resulting from an audit conducted by any duly
4 authorized representative of the Federal Government, the State or COUNTY
5 shall be the responsibility of the CONTRACTOR. Any audit disallowance
6 adjustments may be paid in full upon demand or withheld at the discretion of
7 the Director of Mental Health against amounts due under this Agreement or
8 Agreement(s) in subsequent years.
9

10 K. BANKRUPTCY:

11 Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall notify
12 COUNTY'S Department of Mental Health Fiscal Services Unit, by certified letter
13 with a carbon copy to the Department of Mental Health's Program Support Unit, in
14 writing of such. The CONTRACTOR shall submit a properly prepared Cost Report
15 in accordance with requirements and deadlines set forth in Section H before final
16 payment is made.
17

18 L. DATA ENTRY:

- 19 1. CONTRACTOR understands that as the COUNTY upgrades its current Data
20 Collection System to comply with Federal, State and/or local funding and service
21 delivery requirements; CONTRACTOR will, therefore, be responsible for
22 attending and receiving COUNTY training associated with, but not limited to,
23 applicable service data entry, billing and invoicing, and learning how to
24 appropriately and successfully utilize and/or operate the current and/or upgraded
25 Data Collection System as specified for use by the COUNTY under this
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agreement. The COUNTY will notify the CONTRACTOR when such training is required and available. In the event the COUNTY'S specified Data Collection System changes prior to a new fiscal year, COUNTY shall notify CONTRACTOR and provide immediate instructions and make subsequent arrangements to facilitate such a change.

2. CONTRACTOR is required to enter all units of services into the COUNTY'S specified Data Collection System for the prior month no later than 5:00 p.m. on the fifth (5th) working day of the current month. Late entry of services into the COUNTY'S specified Data Collection System may result in financial and/or service disallowances to the CONTRACTOR.

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Rev 10/11 CW

**SCHEDULE I
MENTAL HEALTH**

CONTRACT PROVIDER NAME: MFI Recovery Center Interim Residential

FISCAL YEAR: 2010/2011

NEGOTIATED RATE (xx)	ACTUAL COST ()	NEGOTIATED NET AMOUNT ()
DEPT. ID / PROGRAM 4100514141 / 55600	SYSTEM RU NUMBER: 001022, 001102	TOTAL: \$20,130
		NEW CONTRACT

CALOMS#	330010	330011	
SYSTEM #	001022	001102	
	RESIDENTIAL TREATMENT DAY	RESIDENTIAL TREATMENT DAY	
TYPE OF MODALITY			
MODE OF SERVICE:	60	60	
SERVICE FUNCTION:	51	51	
SERVICE TYPE: M/C, NON M/C	Non-M/C	Non-M/C	
PROCEDURE CODE	210	210	
NUMBER OF UNITS:	168	168	336
COST PER UNIT:	\$60.00	\$60.00	
GROSS COST:	\$10,065	\$10,065	\$20,130

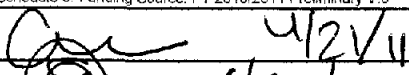
FUNDING CODE			
PROGRAM CODE	01	01	
SERVICE CODE	51	51	
UNIT REIMBURSEMENT	BED DAY	BED DAY	

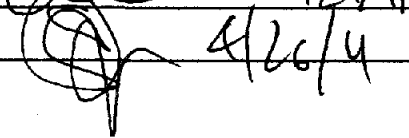
LESS REVENUES COLLECTED BY CONTRACTORS:

A. PATIENT FEES			0
B. PATIENT INSURANCE			
C. OTHER	0	0	0
TOTAL CONTRACTOR REVENUES	0	0	0
MAXIMUM OBLIGATION	\$10,065	\$10,065	\$20,130

SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:				%
A. MEDI-CAL/FFP	\$0	\$0	\$0	0.00%
B. FEDERAL FUNDS	\$0	\$0	\$20,130	100.00%
C. REALIGNMENT FUNDS	\$0	\$0	\$0	0.00%
D. STATE GENERAL FUNDS	\$0	\$0	\$0	0.00%
E. COUNTY FUNDS	\$0	\$0	\$0	0.00%
F. OTHER:	\$0	\$0	\$0	0.00%
TOTAL (SOURCES OF FUNDING)	\$0	\$0	\$20,130	100.00%

FUNDING SOURCES DOCUMENT: Schedule of Funding Source: FY 2010/2011 Preliminary V.0

STAFF ANALYST SIGNATURE:  4/26/11

FISCAL SERVICES SIGNATURE:  4/26/11

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 MFI RECOVERY CENTER, INC. hereinafter referred to as "CONTRACTOR".

PREAMBLE

WHEREAS, the COUNTY wishes to extend to the residents of Riverside County certain substance abuse services contemplated and authorized by Title 9, California Code of Regulations, Sections 500 through 795, and California Health and Safety Code 11215-11997, which the CONTRACTOR is equipped, staffed and prepared to provide; and

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

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

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 1 through 45 and Exhibits A, B, and C attached hereto and incorporated herein.

CONTRACTOR

By: 

Print Name

Craig Lambdin

Date: 4-29-2011

COUNTY

By: _____
Bob Buster, Chairman, Board of Supervisors

Date: _____

Attest: _____
Kecia Harper-Ihem, Clerk of the Board

COUNTY COUNSEL:

Pamela J. Walls
Approved as to form


By: 
Deputy County Counsel

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I

DESCRIPTION OF SERVICES:

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

II

PERIOD OF PERFORMANCE:

This prevention service contract shall be effective upon Board of Supervisors approval, and continue in effect through June 30, 2011. The contract may thereafter be renewed annually, up to an additional two (2) years, subject to the availability of funds.

III

REIMBURSEMENT AND USE OF FUNDS PAYMENT:

A. Reimbursement

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

B. Restrictions On Salaries

CONTRACTOR agrees that no part of any federal funds provided under this contract shall be used by the CONTRACTOR or its Subcontractors to pay the salary of an individual at a rate in excess of Level 1 of the Executive Schedule. Salary schedules may be found at <http://www.opm.gov/oca>.

1 C. Union Organizing

- 2 1. CONTRACTOR, by signing this Agreement, hereby acknowledges the
3 applicability of California Government Code Sections 16645 through Section
4 16649 of the State NNA contract.
- 5
- 6 2. CONTRACTOR will not assist, promote, or deter union organizing by
7 employees performing work on a state service contract, including a public
8 works contract.
- 9
- 10 3. CONTRACTOR will not, for any business conducted under this contract, use
11 any state property to hold meetings with employees or supervisors, if the
12 purpose of such meetings is to assist, promote or deter union organizing unless
13 the state property is equally available to the general public for holding
14 meetings.
- 15
- 16 4. If the CONTRACTOR incurs costs, or makes expenditures to assist, promote,
17 or deter union organizing, Contractor will maintain records sufficient to show
18 that no reimbursement from state funds has been sought for these costs, and the
19 CONTRACTOR shall provide those records to the Department of Mental
20 Health (DOMH) and then to the Attorney General upon request.
- 21

22 D. Lobbying And Restrictions And Disclosures Certification

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

- 25 1. Certification and Disclosure Requirements
- 26 a) CONTRACTOR (or recipient) who requests or receives a contract, sub-
27 contract, grant or sub-grant, which is subject to Title 31, USC, Section
28

1 1352, and which exceeds \$100,000 at any tier, shall file a certification
2 (in the form set forth in by the COUNTY), consisting of one page,
3 entitled "Certification Regarding Lobbying" that the recipient has not
4 made, and will not make, any payment prohibited by sub-section B of
5 this provision.
6

7 b) CONTRACTOR shall file a disclosure (in the form set forth by the
8 COUNTY, entitled "Standard Form-LLL-Disclosure of Lobbying
9 Activities") if any funds other than federally appropriated funds have
10 been paid or will be paid to any person for influencing or attempting to
11 influence any officer or employee of any agency, a Member of
12 Congress, an officer or employee of Congress, or any employee of a
13 Member of Congress in connection with this federal grant.
14

15 c) CONTRACTOR shall require that the language of this certification be
16 included in the award documents for all sub-awards at all tiers
17 (including subcontracts, sub-grants, and contracts under grants, loans
18 and cooperative agreements) and that all sub-recipients shall certify and
19 disclose accordingly.
20

21 d) CONTRACTOR shall file a disclosure form at the end of each calendar
22 quarter in which there occurs any event that requires disclosure or that
23 materially affect the accuracy of the information contained in any
24 disclosure form previously filed by such person under Paragraph 1 (A)
25 herein. An event that materially affects the accuracy of the information
26 reported includes:
27
28

- 1) A cumulative increase \$25,000, or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
- 2) A change in the person (s) or individual (s) influencing or attempting to influence a covered federal action;
- 3) A change in the officer(s), employee (s), or member (s) contacted for the purpose of influencing or attempting to influence a covered federal action;
- 4) CONTRACTOR who requests or receives from a person referred to in Paragraph 1 (a) of this provision a contract, subcontract, grant or sub-grant exceeding \$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above;
- 5) All disclosure forms (but no certifications) shall be forwarded from tier to tier until received by the entity referred to in Paragraph 1 (a) of this provision. The CONTRACTOR shall forward all disclosure forms to the COUNTY in order for the COUNTY to forward to AOD program contract manager.

E. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no Federal appropriated funds may be expended to pay any person influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the

1 following covered federal actions: the awarding of any federal contract, the making
2 of any federal grant, the making of any federal loan, entering into any cooperative
3 agreement, and the extension, continuation, renewal, amendment, or modification of
4 any federal contract, grant, loan or cooperative agreement.
5

6 IV

7 PROGRAM SUPERVISION, MONITORING AND REVIEW:

8 Pursuant to Title 9, California Code of Regulations, Division 4, and Health and
9 Safety Code, services hereunder shall be provided by CONTRACTOR under the general
10 supervision of the COUNTY Director of Mental Health, hereinafter called DIRECTOR, or
11 his authorized designee.
12

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

1 responsibility of the CONTRACTOR. Any audit disallowance adjustments may be
2 paid in full upon demand or withheld at the discretion of the DIRECTOR against
3 amounts due under this Agreement or previous year's Agreement(s).
4

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

13 V

14 STATUS OF CONTRACTOR:

15 This Agreement is by and between the COUNTY and CONTRACTOR and is not
16 intended, and shall not be construed, to create the relationship of agent, servant, employee,
17 partnership, joint venture, or association, as between COUNTY and CONTRACTOR.
18 CONTRACTOR is, and shall at all times be deemed to be, an independent
19 CONTRACTOR and shall be wholly responsible for the manner in which it performs the
20 services required of it by the terms of this Agreement. CONTRACTOR assumes the
21 exclusive responsibility for the acts of its employees or agents as they relate to services to
22 be provided. CONTRACTOR shall bear the sole responsibility and liability for furnishing
23 workers' compensation benefits to any person for injuries arising from or connected with
24 services performed on behalf of COUNTY pursuant to this Agreement.
25
26
27
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1 CONTRACTOR certifies that it is aware of the Occupational Safety and Health
2 Administration (OSHA) of the U.S. Department of Labor, the derivative Cal/OSHA
3 standards and laws and regulations relating thereto, and shall comply therewith as to all
4 relative elements under this Agreement.
5

6 CONTRACTOR is responsible for payment and deduction of all employment-related
7 taxes on CONTRACTOR'S behalf and for CONTRACTOR'S employees, including but not
8 limited to all federal and state income taxes and withholdings. COUNTY shall not be
9 required to make any deductions from compensation payable to CONTRACTOR for these
10 purposes. CONTRACTOR shall indemnify COUNTY against any and all claims that may
11 be made against COUNTY based upon any contention by a third party that an employer-
12 employee relationship exists by reason of this contract; and CONTRACTOR shall
13 indemnify COUNTY for any and all federal or state withholding or retirement payments
14 which COUNTY may be required to make pursuant to federal or state law.
15
16

17 VI

18 ADMINISTRATIVE CHANGE IN STATUS:

- 19 a. If, during the term of the Agreement, there is a change in CONTRACTOR'S
20 status, a detailed description of the change must be submitted to COUNTY in
21 writing at least sixty (60) days prior to the effective date of the change. A
22 change in status is defined as a name change not amounting to a change of
23 ownership, moving a facility's service location within the same region,
24 closing a facility with services being offered in another already existing
25 contracted facility, or change in services offered without an increase to the
26 contract maximum. Other changes to the contract may result in a more
27
28

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

- 3
4 b. CONTRACTOR is responsible for providing to the COUNTY, annually, at
5 the beginning of each fiscal year and upon execution of the
6 CONTRACTOR'S agreement, emergency and/or after hour contact
7 information for the CONTRACTOR'S organization. CONTRACTOR
8 emergency and/or after hour contact information shall include, but is not
9 limited to, first and last name of emergency and/or after hour contact,
10 telephone number, cellular phone number, and applicable address(s).
11 CONTRACTOR shall provide this information to the COUNTY at the same
12 time the CONTRACTOR provides the COUNTY with annual insurance
13 renewals and/or changes to insurance coverage.
14
15 c. CONTRACTOR shall be responsible for updating this information,
16 immediately and in writing, when changes in CONTRACTOR'S emergency
17 and/or after hour contact information occurs during the fiscal year or prior to
18 the end of the fiscal year. Written CONTRACTOR updates of this
19 information shall be provided to the COUNTY in accordance with Section
20 XXXIII-Notices of this agreement.
21
22

23 VII

24 DELEGATION AND ASSIGNMENT:

25 CONTRACTOR may not delegate the obligations hereunder, either in whole or in
26 part, without prior written consent of COUNTY; provided, however, obligations
27 undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means
28

1 of subcontracts, provided such subcontracts are approved in writing by the DIRECTOR
2 (or his designee), meet the requirements of this Agreement as they relate to the service or
3 activity under subcontract, and include any provisions that the DIRECTOR may require.
4
5 No subcontract shall terminate or alter the responsibilities of CONTRACTOR to
6 COUNTY pursuant to this Agreement. CONTRACTOR may not assign the rights
7 hereunder, either in whole or in part, without the prior written consent of COUNTY. Any
8 attempted assignment or delegation in derogation of this paragraph shall be void. Any
9 change in the corporate or business structure of CONTRACTOR, such as a change in
10 ownership or majority ownership change resulting in a change to the Federal Tax Id, shall
11 be deemed an assignment for purposes of this paragraph.
12

13 VIII

14 ALTERATION:

15 No alteration or variation of the terms of this Agreement shall be valid unless made
16 in writing and signed by the parties hereto, and no oral understanding or agreement not
17 incorporated herein, shall be binding on any of the parties hereto.
18
19

20 IX

21 LICENSES:

22 CONTRACTOR warrants that it has all necessary licenses, permits, approvals,
23 certifications, waivers and exemptions necessary to provide services hereunder and required
24 by the laws or regulations of the United States, State of California, the county of Riverside
25 and all other appropriate governmental agencies, and agrees to maintain these throughout
26 the term of this Agreement. CONTRACTOR shall notify DIRECTOR, or his designee,
27
28

1 immediately and in writing of its inability to maintain, irrespective of the pendency of an
2 appeal, such licenses, permits, approvals, certifications, waivers or exemptions. In addition,
3 all treatment providers will be licensed and/or certified as Alcohol and Other Drug (AOD)
4 providers by the State. Drug Medi-Cal providers must have both certifications; one as a
5 Drug Medi-Cal provider and one as an AOD provider.
6

7 X

8 INDEMNIFICATION:

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

26 INSURANCE:

27 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or
28 hold harmless the County of Riverside, CONTRACTOR shall procure and maintain or

1 cause to be maintained, at its sole cost and expense, the following insurance coverage during
2 the term of this Agreement.

3
4 A. Workers' Compensation:

5 If CONTRACTOR has employees as defined by the State of California,
6 CONTRACTOR shall maintain Workers' Compensation Insurance (Coverage A) as
7 prescribed by the laws of the State of California. Policy shall include Employers'
8 Liability (Coverage B) including Occupational Disease with limits not less than
9 \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in
10 favor of the County of Riverside; and, if applicable, to provide a Borrowed
11 Servant/Alternate Employer Endorsement.
12

13 B. Commercial General Liability:

14 Commercial General Liability insurance coverage, including but not limited to,
15 premises liability, contractual liability, completed operations, personal and advertising
16 injury covering claims which may arise from or out of CONTRACTOR'S
17 performance of its obligations hereunder. Policy shall name all Agencies, Districts,
18 Special Districts, and Departments of the County of Riverside, their respective
19 directors, officers, Board of Supervisors, employees, elected and appointed officials,
20 agents or representatives as Additional Insureds. Policy's limit of liability shall not be
21 less than \$1,000,000 per occurrence combined single limit. If such insurance contains
22 a general aggregate limit, it shall apply separately to this agreement or be no less than
23 two (2) times the occurrence limit.
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1 C. Vehicle Liability:

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

13 D. Professional Liability:

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

3
4 E. General Insurance Provisions - All lines:

5 1. Any insurance carrier providing insurance coverage hereunder shall be
6 admitted to the State of California and have an A.M. BEST rating of not less
7 than an A: VIII (A: 8) unless such requirements are waived, in writing, by the
8 COUNTY Risk Manager. If the County's Risk Manager waives a requirement
9 for a particular insurer such waiver is only valid for that specific insurer and
10 only for one policy term.

11
12 2. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or
13 self-insured retentions. If such deductibles or self-insured retentions exceed
14 \$500,000 per occurrence such deductibles and/or retentions shall have the prior
15 written consent of the County Risk Manager before the commencement of
16 operations under this Agreement. Upon notification of deductibles or self insured
17 retentions which are deemed unacceptable to the COUNTY, at the election of the
18 COUNTY'S Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or
19 eliminate such deductibles or self-insured retentions as respects this Agreement with
20 the COUNTY, or 2) procure a bond which guarantees payment of losses and related
21 investigations, claims administration, defense costs and expenses.

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24 3. The CONTRACTOR shall cause their insurance carrier(s) to furnish the County of
25 Riverside with 1) a properly executed original Certificate(s) of Insurance and
26 certified original copies of Endorsements effecting coverage as required herein; or,
27 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide
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1 original Certified copies of policies including all Endorsements and all attachments
2 thereto, showing such insurance is in full force and effect. Further, said Certificate(s)
3 and policies of insurance shall contain the covenant of the insurance carrier(s) shall
4 provide no less than thirty (30) days written notice be given to the County of
5 Riverside prior to any material modification or cancellation of such insurance. In the
6 event of a material modification or cancellation of coverage, this Agreement shall
7 terminate forthwith, unless the County of Riverside receives, prior to such effective
8 date, another properly executed original Certificate of Insurance and original copies
9 of endorsements or certified original policies, including all endorsements and
10 attachments thereto evidencing coverage and the insurance required herein is in full
11 force and effect. Individual(s) authorized by the insurance carrier to do so on its
12 behalf shall sign the original endorsements for each policy and the Certificate of
13 Insurance. Certificates of insurance and certified original copies of Endorsements
14 effecting coverage as required herein shall be delivered to Riverside County Mental
15 Health Department, P.O. Box 7549, Riverside, CA 92513-7549, Contracts Division.
16 CONTRACTOR shall not commence operations until the County of Riverside has
17 been furnished original Certificate(s) of Insurance and certified original copies of
18 endorsements or policies of insurance including all endorsements and any and all
19 other attachments as required in this Section.
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- 24 4. It is understood and agreed by the parties hereto and the CONTRACTOR'S
25 insurance company(s), that the Certificate(s) of Insurance and policies shall so
26 covenant and shall be construed as primary insurance, and the COUNTY'S
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1 insurance and/or deductibles and/or self-insured retentions or self-insured programs
2 shall not be construed as contributory.

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

6 6. Failure by CONTRACTOR to procure and maintain the required insurance shall
7 constitute a material breach of contract upon which COUNTY may immediately
8 terminate or suspend this Agreement.
9

10 XII

11 LIMITATION OF COUNTY LIABILITY:

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

16 XIII

17 WARRANTY AGAINST CONTINGENT FEES:

18 CONTRACTOR warrants that no person or selling agency has been employed or
19 retained to solicit or secure this Agreement upon any agreement or understanding for any
20 commission, percentage, brokerage, or contingent fee, excepting bona fide employees or
21 bona fide established commercial or selling agencies maintained by CONTRACTOR for
22 the purpose of securing business. For CONTRACTOR'S breach or violation of this
23 warranty, COUNTY may, at its sole discretion, deduct from the Agreement price of
24 consideration, or otherwise recover, the full amount of such commission, percentage,
25 brokerage, or contingent fee.
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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 disabilities. 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. 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 employees 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 disabilities.
3. Each labor union or representative of workers with which CONTRACTOR has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or worker's representative of the commitments under this Nondiscrimination Section and shall post copies of the

1 notice in conspicuous places available to employees and applicants for
2 employment.

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

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

- 9
10 1. CONTRACTOR certifies that CONTRACTOR and any or all of its
11 Subcontractors shall not lawfully discriminate in the provision of services
12 because of race, color, creed, national origin, sex, age, or physical, sensory,
13 cognitive, or mental disability as provided by state and federal law and in
14 accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)];
15 Age Discrimination Act of 1975 (42 USC 6101); Section 504 of the
16 Rehabilitation Act of 1973 (29 USC 794) (as amended); Education
17 Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990
18 (42 USC 12101); Title 45, CFR, Part 84; provisions of the Fair Employment
19 and Housing Act (Government Code Section 12900 et. Seq.) and regulations
20 promulgated hereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division
21 3, Article 9.5 of the Government Code commencing with Section 11135; and
22 Chapter 6 of Division 4 of Title 9 of the CCR, commencing with Section
23 10800.
24
25
26 2. For the purpose of this Agreement, discrimination on the basis of race, color,
27 creed, national origin, sex age, or physical, sensory, cognitive, or mental
28

1 disability includes, but is not limited to, the following: denying an otherwise
2 eligible individual any service or providing benefit which is different, or is
3 provided in a different manner or at a different time, from that provided to
4 others under this Agreement; subjecting any otherwise eligible individual to
5 segregation or separate treatment in any matter related to the receipt of any
6 services; restricting an otherwise eligible individual in any way in the
7 enjoyment of any advantages or privilege enjoyed by others receiving any
8 services or benefit; and/or treating any individual differently from others in
9 determining whether such individual satisfied any admission, enrollment,
10 eligibility, membership, or other requirement or condition which individuals
11 must meet in order to be provided any service or benefit.

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

- 3
4 4. CONTRACTOR will maintain a safe facility in accordance with Title 9,
5 Chapter 11, Section 1810.435 (b)(2) of the California Code of Regulations.
6 CONTRACTOR will store and dispense medications in compliance with all
7 applicable State and Federal laws and regulations and COUNTY'S
8 "Medication Guidelines," available from the COUNTY Quality
9 Improvement- Outpatient Division.
- 10
11 5. **USE FOR NEW CONTRACTS:** A completed ADA /504 Self-Evaluation
12 (Access to Services) Plan, including a Checklist for Accessibility must be
13 submitted as a part of the application process requirement for contracting. **OR**
14 **USE FOR CONTRACT RENEWALS:** An ADA/504 (Access to Services)
15 Plan must be completed and submitted to the Disability Access Project. The
16 plan must include a timeline for achieving accessibility.
- 17
18 6. CONTRACTORS that relocate must find space that is accessible.
19 CONTRACTORS that renovate their existing space must meet accessibility
20 standards in order to maintain funding, certification or licensure.
- 21
22 7. CONTRACTORS that are not currently accessible to people with disabilities
23 must have a written and posted referral policy and plan developed in
24 conjunction with the county alcohol and drug program administration and
25 consumers must be provided with a copy of this policy.
- 26
27 8. Existing facilities must provide a current written ADA/504 (Access to
28 Services) Plan to the County at each renewal, including a current Disability

1 Admission and Referral Policy developed in conjunction with the County ADP
2 Administration.

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4 XV

5 PERSONS WITH DISABILITIES:

6 CONTRACTOR agrees to comply with Section 504 of the Rehabilitation Act of
7 1973, as amended (29 USC 794) and all requirements as imposed by the applicable
8 Federal Department of Health and Human Services (DHHS) regulations (45 CFR 84), and
9 all guidelines and interpretations issued pursuant thereto. No qualified person with a
10 disability shall on the basis of their disability be excluded from participation, be denied the
11 benefits of, or otherwise be subjected to discrimination under any program, service
12 activity or employment opportunity provided by programs licensed or certified by the
13 California Department of Alcohol and Drug Programs.
14

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16 XVI

17 REPORTS:

- 18 A. CONTRACTOR shall participate in the COUNTY'S Management Information
19 System as required by the DIRECTOR, or his authorized designee. CONTRACTOR
20 shall report program, client and staff data about the CONTRACTOR'S program, by
21 the (5th) working day of the following month.
22
- 23 B. CONTRACTOR shall provide the COUNTY with applicable reporting
24 documentation as specified and/or required by the COUNTY, State Department of
25 Alcohol and Drug Programs and Federal guidelines. COUNTY may provide
26 additional instructions on reporting requirements.
27
28

- 1 C. CONTRACTOR shall comply with the treatment and prevention data quality
2 standards established by the State. Failure to meet these standards on an ongoing
3 basis may result in withholding funds.
- 4
- 5 D. As this contract relates to Nondiscrimination and Institutional Safeguards for
6 Religious Providers, the CONTRACTOR shall establish such processes and
7 procedures as necessary to comply with the provisions of Title 42, USC, Section
8 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B) Charitable Choice
9 Regulations.
- 10
- 11 E. CONTRACTOR shall submit DATAR (Drug and Alcohol Treatment Access Reports)
12 to the State, due by the 10th day following the end of each month, All providers must
13 log onto the State ADP website at <https://apps.adp.ca.gov> and follow the prompts to
14 Submit the DATAR Form. In addition, CONTRACTOR shall fax a copy of the
15 completed DATAR reports to Substance Abuse Administration at (951) 683-4903,
16 also due by the 10th day following the end of each month. Failure to provide the
17 required information to State or Substance Abuse Administration could result in the
18 withholding of CONTRACTOR payments until CONTRACTOR is found to be in
19 compliance with this requirement by the Director and/or its designee.
- 20 F. Title 9 Reporting Requirements "CONTRACTOR shall comply with the State
21 reporting requirements pursuant to the California Code of Regulations, Title 9, section
22 10561. Upon the occurrence of any of the events listed hereafter the CONTRACTOR
23 shall make a telephonic report to the State department licensing staff (hereinafter
24 "department") within one (1) working day. The telephonic report is to be followed by
25 a written report to the department within seven (7) days of the event. If a report to
26 local authorities exists which meets the requirements cited, a copy of such a report will
27 suffice for the written report required by the department.

28 (1) Events reported shall include:

- (a) Death of any resident from any cause

1 (b) Any facility related injury of any resident which requires medical treatment

2 (c) All cases of communicable disease reportable under Section 2502 of Title
3 17, California Code of Regulations shall be reported to the local health officer
4 in addition to the department.

5 (d) Poisonings

6 (e) Catastrophes such as flooding, tornado, earthquake or any other natural
7 disaster

8 (f) Fires or explosions which occur in or on the premises

9 (2) Information provided shall include the following:

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

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

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

13 (d) The items below shall be reported to the department within ten (10)
14 working days following the occurrence.

15 (1) The organizational changes specified in Section 10531(a) of this
16 subchapter

17 (2) Any change in the licensee's or applicant's mailing address

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

20 G. COUNTY reserves the right to perform a further investigation(s) of any and all
21 adverse incidents as outlined in paragraph F above at their discretion, and based on the
22 outcome of the adverse incident investigation; we may suspend referrals or terminate
23 CONTRACTOR contract until COUNTY receives corrective action.

24 XVII

25 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

26 The CONTRACTOR in this Agreement is subject to all relevant requirements
27 contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA),
28

1 Public Law 104-191, enacted August 21, 1996, Title 42 Code of Federal Regulations, Part
2 2, and the laws and regulations promulgated subsequent thereto. The CONTRACTOR
3 hereto agrees to cooperate in accordance with the terms and intent of this Agreement for
4 implementation of relevant law(s) and/or regulation(s) promulgated under this law.
5

6 XVIII

7 CONFIDENTIALITY:

8 CONTRACTOR shall maintain the confidentiality of all its records, including but
9 not limited to billings, COUNTY records, client records, and COUNTY'S management
10 information system in accordance with Health and Safety Code, Sections 11760 through
11 11841, Title 42 Code of Federal Regulations, Part 2, and all other applicable COUNTY,
12 State and Federal laws, regulations, ordinances and directives relating to confidentiality of
13 client records and information.
14

15 A. CONTRACTOR is required to have in effect a system to protect from inappropriate
16 disclosure patient records maintained in connection with any activity funded under
17 this Agreement. This system shall include provisions for employee education on the
18 confidentiality requirements and the fact that disciplinary action may occur upon
19 inappropriate disclosures. CONTRACTOR agrees to implement administrative,
20 physical, and technical safeguards that are reasonable and appropriately to protect
21 the confidentiality, integrity and availability of all confidential information that it
22 creates, receives, maintains or transmits.
23
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25 B. CONTRACTOR shall protect from unauthorized disclosure, confidential client
26 identifying information obtained or generated in the course of providing services
27 pursuant to this contract except for non-identifying statistical information. The
28

1 CONTRACTOR shall not use identifying information for any purpose other than
2 carrying out the CONTRACTOR'S obligations under this contract

3
4 C. CONTRACTOR shall not disclose confidential client identifying information except
5 as authorized by client, clients' legal representative or as permitted by Federal or
6 State law, to anyone other than the COUNTY or State or Federal without prior valid
7 authorization from the client or clients' legal representative in accordance with State
8 and Federal laws. Any disclosures made shall be logged and the log maintained in
9 accordance with State and Federal law.

10
11 D. If CONTRACTOR receives any requests for records or subpoena, from attorneys,
12 insurers or beneficiaries for copies of bills, CONTRACTOR will provide the
13 COUNTY with a copy of any document released as a result of such request, and will
14 provide the name, address and telephone number of the requesting party.

15
16 E. CONTRACTOR shall require all its officers, employees, associates, and agents
17 providing services hereunder to be trained in the requirement of HIPAA Security and
18 Privacy Rules, as well as the CONTRACTOR'S Security and Privacy policies and
19 procedures, and will acknowledge, in writing, understanding of and Agreement to
20 comply with said confidentiality provisions.

21
22 F. CONTRACTOR shall notify the Riverside County Substance Abuse Manager or the
23 Riverside County Department of Mental Health Compliance Officer within twenty-
24 four (24) hours during a workweek of any suspected or actual breach of computer
25 system security, if the security breach would require notification under Civil Code
26 Section 1798.82. CONTRACTOR agrees to materially assist the COUNTY in any
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1 action pertaining to such unauthorized disclosure required by applicable Federal or
2 State.

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4 XIX

5 RECORDS/INFORMATION AND RECORD RETENTION:

6 A. Medical/Client Records: CONTRACTOR shall maintain adequate medical records
7 on each individual client which shall include diagnostic procedures, evaluation
8 studies, problems to be addressed, medications provided, and records of service
9 provided by the various personnel in sufficient detail to make possible an evaluation
10 of services, including records of client interviews and progress notes. Client records
11 shall contain a completed copy of the American Society of Addiction Medicine
12 (ASAM) tool and a copy of the Addiction Severity Index (ASI) tool. Client records
13 shall be maintained and retained by CONTRACTOR for a minimum of seven (7)
14 years following discharge of the client except that the records of unemancipated
15 minors shall be kept at least seven 7 years after such minor has reached the age of
16 eighteen (18) years.

17
18
19 B. Shared Records:

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

2 CONTRACTOR shall maintain complete financial records that clearly reflect the
3 cost of each type of service for which payment is claimed. Any apportionment of
4 costs shall be made in accordance with generally accepted accounting principles and
5 shall evidence proper audit trails reflecting the true cost of the services rendered.
6 Allowable costs shall be those costs defined in the State of California DADP Drug
7 Fiscal System Manual and any changes thereto. Statistical data shall be kept and
8 reports made as required by the DIRECTOR, or his designee, and the State of
9 California. All such records shall be available for inspection by the designated
10 auditors of COUNTY or State at reasonable times during normal business hours.
11 Appropriate financial records shall be maintained and retained by CONTRACTOR
12 for at least five (5) years or, in the event of an audit exception and appeal, until the
13 audit finding is resolved, whichever is later.
14

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

STAFFING:

CONTRACTOR shall operate continuously throughout the term of this Agreement in conformance to the staffing expectations as may be additionally-described in Exhibit A. Personnel shall be qualified, holding appropriate licenses and/or certifications in accordance with the Health and Safety Code, Sections 11215 through 11997, the requirements set forth in Title 9 of the California Code of Regulations, State Department of Alcohol and Drug Programs policy letters, and any amendments thereto. Furthermore, CONTRACTOR acknowledges all its officers; employees, associates and agents providing services hereunder are eligible for reimbursement for said services by their exclusion from the "List of Excluded Parties" Federal registry.

A. During the term of this Agreement, CONTRACTOR shall have available and shall provide upon request to authorized representatives of COUNTY a list of persons by name, title, and professional degree including licensing, experience, credentials, Cardiopulmonary Resuscitation Training, First Aid training, languages spoken, Race/Ethnicity with an option to select "Prefer Not to Say" and/or certification and experience of persons providing services hereunder, and any other information deemed necessary by the Director or designee. These certification requirements are pursuant to Sections 11755, 11864, 11876(a) and 11834.50 of the California Health and Safety Code and sections 9846, 10125 and 10564 of the California Code of Regulations. Please visit the ADP web site at www.adp.ca.gov for registration/certification requirements.

- 1 B. During the term of this Agreement, Contractor with fifteen (15) or more employees
2 will designate a Disability Access Coordinator. The Access Coordinator is
3 responsible for the development and implementation of the program's ADA/ 504
4 Self-Evaluation Plan and Annual Updates.
- 5
- 6 C. CONTRACTOR shall institute and maintain an in-service training program of
7 treatment review and case conferences and/or prevention strategies as appropriate, in
8 which professional and other appropriate personnel shall participate.
- 9
- 10 D. The CONTRACTOR recognizes the importance of child and family support
11 obligations and shall fully comply with all applicable State and Federal laws relating
12 to child and family support enforcement, including, but not limited to, disclosure of
13 information and compliance with earnings assignment orders, as provided in Chapter
14 8, commencing with Section 5200, of Part 5 of Division 9 of the Family Code.
- 15
- 16 E. Contractor shall establish and disseminate written policies for all employees that
17 include detailed information about the False Claims Act and the other provisions
18 named in section 1902(a)(68)(A). Included in these written policies shall be detailed
19 information about contractor's policies and procedures for detecting and preventing
20 fraud, waste, and abuse in federal, state and local health care programs. Contractor
21 shall also include in any employee handbook a specific discussion of the laws
22 described in the written policies, the rights of employees to be protected as
23 whistleblowers, and a specific discussion of Contractor's policies and procedures for
24 detecting and preventing fraud, waste and abuse.
- 25
- 26
- 27 F. Out-Patient Treatment Providers are required to post their hours of operation near
28 the entry to their facilities and provide the Substance Abuse Program Services
Administrator (or designee) a copy of the hours of operation.

1 G. CONTRACTOR shall follow all Federal, State and County policies, laws and
2 regulations regarding Staffing and/or Employee compensation. CONTRACTOR
3 shall not pay or compensate any of its Staff, Personnel or Employees by means of
4 cash. All payments or compensation made to CONTRACTOR Staff, Personnel
5 and/or Employees in association with the fulfillment of this agreement shall be
6 made by means of Staff, Personnel and/or Employee Certified Payroll only.

7 XXI

8 CULTURAL COMPETENCY

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

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26 1. CONTRACTOR shall demonstrate program access; linguistically appropriate
27 and timely substance abuse service delivery; staff training; and organizational
28 policies and procedures related to the treatment of culturally diverse

1 populations. CONTRACTOR shall perform specific outcome studies, on-site
2 reviews and written reports to be made available to the COUNTY upon
3 request.
4

5 2. CONTRACTOR shall provide services that are non-discriminatory and that
6 meet the individual needs of the multi-cultural beneficiaries to be served.
7 CONTRACTOR shall ensure that high quality accessible substance abuse care
8 includes:

- 9
- 10 a. Clinical care and therapeutic interventions which are linguistically and
11 culturally appropriate; including, at a minimum, admission, discharge,
12 and medication consent forms available in Spanish.
 - 13 b. Have a comprehensive management strategy to address culturally and
14 linguistically appropriate services, including strategic goals, plans,
15 policies, procedures and designated staff responsible for implementation.
 - 16 c. Medically appropriate interventions, which acknowledge specific cultural
17 influences.
 - 18 d. Provision and utilization of qualified interpreters within twenty-four (24)
19 hours of identified need.
 - 20 e. Screening and certification of interpreters as specified in subparagraph 3
21 a below.
 - 22 f. Training to substance abuse providers in building the cultural knowledge
23 and skill required to provide culturally appropriate treatment of client
24 population served.
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- 1 g. Develop and implement a strategy to recruit, retain and promote
2 qualified, diverse and culturally competent administrative, clinical and
3 support staff that are trained and qualified.
4
5 h. Client related information translated into the various languages of the
6 diverse populations served.
7
8 i. Provide oral and written notices, including translated signage at key
9 points of contact, to clients in their primary language informing them of
10 their right to receive no-cost interpreter services.

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

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

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

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

10
11 Riverside County Department of Mental Health Cultural Competency Program

12 P.O. Box 7549

13 Riverside, California 92513

14 Attention: Cultural Competency Manager

15 Fax: 951-358-4792

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

1 that may be available through the COUNTY to assist CONTRACTORS with
 2 meeting training requirements, though capacity will be limited: Cultural
 3 Formulation; Multicultural Knowledge; Cultural Sensitivity; Cultural
 4 Awareness; Social/Cultural Diversity; Mental Health Interpreter Training;
 5 Training Staff in the use of Mental Health Interpreters; Training in the Use of
 6 Interpreters in the Mental Health Setting. In order to attend the COUNTY
 7 offered trainings, CONTRACTOR must contact the Cultural Competency
 8 Manager at the contact information location in subparagraph 1 of paragraph A.
 9 in Section XXI-CULTURAL COMPENTENCY.
 10
 11

- 12 8. CONTRACTOR will be responsible for reporting back to the COUNTY,
 13 annually in writing, all cultural competency related trainings that staff
 14 members have taken. The following format is recommended:
 15

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

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

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

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

7 CONFLICT OF INTEREST:

8 CONTRACTOR shall employ no COUNTY employee whose position in COUNTY
9 enables him to influence the award of this Agreement or any competing Agreement, and
10 no spouse or economic dependent of such employee in any capacity herein, or in any other
11 direct or indirect financial interest in this Agreement.
12

13 XXIII

14 PATIENT RIGHTS:

15 Patient rights shall be observed by CONTRACTOR as provided in the Health and
16 Safety Code, Sections 11760 through 1184 and Title 9 and Title 22 of the California Code
17 of Regulations (CCR). COUNTY Patients' Rights Advocates will be given access to clients,
18 clients' records, and facility personnel to monitor the CONTRACTOR'S compliance with
19 said statutes and regulations.
20

21 XXIV

22 WAIVER OF PERFORMANCE:

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

DRUG-FREE WORKPLACE CERTIFICATION:

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

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of controlled substances is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355 (a) to inform employees about all of the following:
 - 1. The dangers of substance abuse in the workplace.
 - 2. The CONTRACTOR'S policy of maintaining a drug-free workplace.
 - 3. Any available counseling, rehabilitation, and employee assistance programs.
 - 4. Penalties that may be imposed upon employees for substance abuse violations.
- C. Provide as required by Government Code Section 8355 (a) that every employee who works on the proposed contract:
 - 1. Will receive a copy of the CONTRACTOR'S drug-free policy statement, and
 - 2. Will agree to abide by the terms of the CONTRACTOR'S statement as a condition of employment on the contract.

1 Failure to comply with these requirements may result in suspension of payments
2 under the contract or termination of the contract or both and the CONTRACTOR
3 may be ineligible for award of future State contracts if the COUNTY determines that
4 any of the following has occurred:
5

- 6 D. The CONTRACTOR has made a false certification or,
- 7 E. Violates the certification by failing to carry out the requirements as noted above.

8 XXVI

9 TERMINATION PROVISIONS:

- 10 A. Either party may terminate this Agreement without cause, upon sixty (60) days
11 written notice served upon the other party.
- 12 B. Termination does not release CONTRACTOR from the responsibility of securing
13 Protected Health Information (PHI) data.
- 14 C. The COUNTY may terminate this Agreement upon thirty (30) days written notice
15 served upon the CONTRACTOR if sufficient funds are not available for
16 continuation of services.
- 17 D. The COUNTY reserves the right, to terminate the contract without warning at the
18 discretion of the Director or designee, when CONTRACTOR has been accused
19 and/or found to be in violation of any County, State, or Federal laws and regulations.
- 20 E. The COUNTY may terminate this Agreement immediately due to a change in
21 status, delegation, assignment or alteration of the Agreement not consented to by
22 COUNTY.
- 23 F. The COUNTY may terminate this Agreement immediately if, in the opinion of the
24 Director of Mental Health, CONTRACTOR fails to provide for the health and safety
25 of patients served under this contract. In the event of such termination, the
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1 COUNTY may proceed with the work in any manner deemed proper to the
2 COUNTY.

3
4 G. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY
5 may take one or more of the following actions as appropriate:

- 6 a. Temporarily withhold payments pending correction of the deficiency.
7
8 b. Disallow (that is deny funds) for all or part of the cost or activity not in
9 compliance.
10
11 c. Wholly or partially suspend or terminate the Agreement and if necessary,
12 request repayment to COUNTY if any disallowance is rendered after audit
13 findings.

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

18 1. CONTRACTOR shall:

- 19 a. Stop all services under this Agreement on the date, and to the extent
20 specified, in the Notice of Termination;
21
22 b. Continue to provide the same level of care as previously required under the
23 terms of this Agreement until the date of termination;
24
25 c. If clients are to be transferred to another facility for services, furnish to
26 COUNTY, upon request, all client information and documents deemed
27 necessary by COUNTY to affect an orderly transfer;
28

- 1 d. If appropriate, assist COUNTY in effecting the transfer of clients in a manner
2 consistent with the best interest of the clients' welfare;
3
4 e. Cancel outstanding commitments covering the procurement of materials,
5 supplies, equipment and miscellaneous items. In addition, CONTRACTOR
6 shall exercise all reasonable diligence to accomplish the cancellation of
7 outstanding commitments required by this Agreement, which relate to
8 personal services. With respect to these canceled commitments, the
9 CONTRACTOR agrees to provide a written plan to Director (or his designee
10 within thirty (30) days for settlement of all outstanding liabilities and all
11 claims arising out of such cancellation of commitments. Such plan shall be
12 subject to the approval or ratification of the COUNTY, which approval or
13 ratification shall be final for all purposes of this clause;
14
15 f. Transfer to COUNTY and deliver in the manner, at the times, and to the
16 extent, if any, as directed by COUNTY, any equipment which, if the
17 Agreement had been completed, would have been required to be furnished to
18 COUNTY; and
19
20 g. Take such action as may be necessary, or as COUNTY may direct, for the
21 protection and preservation of the equipment related to this Agreement which
22 is in the possession of CONTRACTOR and in which COUNTY has or may
23 acquire an interest;
24
25 i. COUNTY shall continue to pay CONTRACTOR at the same rate as
26 previously allowed until the date of termination, as determined by the Notice
27 of Termination.
28

1 H. The CONTRACTOR shall submit a termination claim to COUNTY promptly after
2 receipt of a Notice of Termination, or on expiration of this Agreement as specified in
3 Section II, PERIOD OF PERFORMANCE, but in no event, later than thirty-two
4 (32) days from the effective date thereof, unless an extension, in writing, is granted
5 by the COUNTY.
6

7 I. In instances where the CONTRACTOR agreement is terminated and/or allowed to
8 expire by the COUNTY and not renewed for a subsequent fiscal year, COUNTY
9 reserves the right to enter into settlement talks with the CONTRACTOR in order to
10 resolve any remaining and/or outstanding contractual issues, including but not
11 limited to, financials, services, billing, cost report, etc. In such instances of
12 settlement and/or litigation, CONTRACTOR will be solely responsible for
13 associated costs for their organizations legal process pertaining to these matters
14 including, but not limited to, legal fees, documentation copies, and legal
15 representatives. CONTRACTOR further understands that if settlement agreements
16 are entered into in association with this agreement, the COUNTY reserves the right
17 to collect interest on any outstanding amount that is owed by the CONTRACTOR
18 back to the COUNTY at a rate of no less than 5% of the balance.”
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22 J. The CONTRACTOR shall submit a termination claim to COUNTY promptly after
23 receipt of a Notice of Termination, or on expiration of this Agreement as specified in
24 Section II, PERIOD OF PERFORMANCE, but in no event, later than thirty-two
25 (32) days from the effective date thereof, unless an extension, in writing, is granted
26 by the COUNTY.
27
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1 K. The rights and remedies of COUNTY provided in this section shall not be exclusive
2 and are in addition to any other rights and remedies provided by law or under this
3 Agreement.
4

5 XXVII

6 DISPUTE:

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

24 XXVIII

25 SEVERABILITY:

26 If any provision of this Agreement or application thereof to any person or
27 circumstances shall be declared invalid by a court of competent jurisdiction, or is in
28

1 a. CONTRACTOR shall provide all clients with a Notice of Privacy Practices
2 information brochure or pamphlet during the time of the client's first visit. The
3 CONTRACTOR is subsequently responsible for reissuing the Notice of
4 Privacy Practices information brochure or pamphlet to all clients every three
5 (3) years at a minimum and/or every time the Notice of Privacy Practices
6 information is updated and/or changes.

7 XXXI

8 MEETINGS:

9 A. As a condition of this Agreement, CONTRACTOR shall agree to attend the mandatory
10 all-provider meeting scheduled quarterly by the DOMH Substance Abuse Program
11 Services Administrator or Designee. Appropriate level of CONTRACTOR staff to
12 attend this meeting shall be at Program Director level or above. Critical information
13 and data is disseminated at these meetings and will not be provided at any other time.

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18 REV: 10/11 CW

1 EXHIBIT A

2 CONTRACTOR NAME: **MFI RECOVERY CENTER, INC. -(PREVENTION)**

3 DEPT ID / PROGRAM: **4100514141/55600**

4 "CONTRACTOR", shall provide services on behalf of the County of Riverside
5 Department of Mental Health (RCDMH) Substance Abuse Program.

6 I. SCOPE OF SERVICES:

- 7 A. Develop and implement a public awareness campaign for all ages around
8 community perception of appropriate AOD use that will increase the perception of
9 disapproval.
- 10 B. Develop appropriate public policies and ordinances regarding all ages that will
11 reduce the availability of AOD to underage community members, and for all
12 community members in high-risk settings that will increase the perception of
13 disapproval.
- 14 C. Link and collaborate with service organizations and health promotion/ prevention
15 providers to build prevention service capacity within the region for all ages that
16 will increase perceived risk of use.
- 17 D. Link and collaborate with county prevention service providers for all ages
18 regarding the increase perceived risk of use.
- 19 E. The goal for this scope of service is to increase the abstinence from alcohol and
20 other drugs (AOD) use.
- 21 F. The environmental strategy will establish or change written and unwritten
22 community standards, codes and attitudes, thereby influencing incidence and
23 prevalence of the abuse of alcohol, tobacco, and other drugs used in the general
24 population.
- 25 G. The environmental strategy is divided into two subcategories to permit distinction
26 between activities which center on legal and regulatory initiatives and those, which
27 relate to the service and action-oriented initiatives.
- 28

1 H. Examples of environmental activities conducted and methods used for this strategy
2 shall include, but not be limited to, the following:

- 3 1. Promoting the establishment and review of alcohol, tobacco and drug use
4 policies in schools.
- 5 2. Technical assistance to communities to maximize local enforcement
6 procedures governing availability and distribution of alcohol, tobacco and
7 other drug use.
- 8 3. Modifying alcohol and tobacco advertising practices.
- 9 4. Product pricing strategies.

10 I. Increase access to prevention services by seniors in the mid-county region.

11 J. Provide community awareness meetings for seniors.

12 K. Participating in local health fairs for seniors.

13 L. Educate health care outreach workers (i.e. who may do home visits to seniors) on the
14 signs and symptoms of high risk AOD use in order to link high risk individuals with
15 appropriate prevention services.

16 M. Educate individuals, family members and concerned others in the signs and
17 symptoms of high risk AOD use in order to link them with appropriate services.

18 N. Link and collaborate with senior service organizations and health promotion
19 prevention providers to build prevention service capacity within the region.

20 O. Work cooperatively with the Riverside County Department of Mental Health
21 (RCDMH) and Substance Abuse Program Services Administrator (or designee) to
22 form an integrated network of prevention services for substance abuse prevention
23 participants and to understand the CalOMS-based SPF Logic Model.

24 P. Provide services designed to meet the goals and objectives identified.

25 Q. Provides services to the targeted populations identified in the Institute of Medicine
26 Prevention Populations.

27 R. Utilize the strategies identified in the Center for Substance Abuse Prevention (CSAP)
28 Strategies.

- 1 S. Develop and update disaster preparedness contingency plans to continue to deliver
2 services in the event of a man-made or natural disaster.
- 3 T. Ensure that all programs provided by the agency are designed to meet the specific
4 goals and objectives of the populations to be served. Programs must be evidence-
5 based.
- 6 U. Maintain sufficient staffing to provide prevention services.
- 7 V. Institute and maintain an in-service training program to assure all prevention staff are
8 trained and knowledgeable of current trends and accepted prevention practices as
9 required by the State of California.
- 10 W. Ensure that Contractor and contractor's program prevention staff agrees to fully
11 participate in County sponsored prevention-training opportunities.

12 **II. FACILITY:**

- 13 A. CONTRACTOR's prevention service areas for the Environmental program are,
14 but are not limited to, the following: City Limits of Moreno Valley to Palm
15 Springs City Limits; does not include cities of Moreno Valley or Palm Springs
16 (includes Morongo Indian Reservation), North to Banning, South to Anza, Hemet
17 (includes Soboba Indian Reservation), San Jacinto, Idyllwild, Mountain Center,
18 Anza, Auguanga, Winchester, Homeland, Romoland, and the other previously
19 identified Western and Mid-County regions as it applies to this CONTRACTOR.
20 The prevention service areas for the Senior Services program are, but are not
21 limited to, the following: North to Banning, Pass Area (including Whitewater),
22 Temecula, Murrieta, Lake Elsinore, Idyllwild, Mountain Center, Sun City,
23 Menifee, Hemet, San Jacinto, Romoland, Homeland, Wildomar, Meade Valley,
24 Winchester, Perris, and the other previously identified Western and Mid-County
25 regions as it applies to this CONTRACTOR.

26 **III. SERVICE METHODOLOGY:**

- 27 A. Service methodology used by the program shall be approved by the RCDMH
28 Substance Abuse Program Services Administrator (or designee). Any deviations

1 from these service provisions shall be cleared through and approved by the
2 RCDMH Substance Abuse Program Services Administrator (or designee) prior to
3 performance.

4 B. CONTRACTOR shall work cooperatively with the Riverside COUNTY
5 Department of Mental Health (RCDMH) and the Substance Abuse Program
6 Services Administrator (or designee) to form an integrated network of care for
7 individuals experiencing substance abuse problems, general population, and
8 individuals and groups who are identified as being at higher risk of developing
9 substance abuse problems. CONTRACTOR shall maintain close communication
10 with Riverside COUNTY Substance Abuse Program in the coordination of
11 services so that contracted services can be accessed in a timely manner.

12 IV. STAFFING/PERSONNEL:

- 13 A. All staff shall be payroll documented and paid personnel and at least one (1)
14 paid staff member shall be on duty in the primary facility at all times. Clients of
15 the program may not substitute for paid personnel. Sufficient staff members
16 will be certified in Cardiopulmonary Resuscitation (CPR) and Basic First Aid
17 to provide coverage at all times.
- 18 B. Specific job descriptions or duty statements shall be developed for each
19 position which: a) Describe each person's assigned duties; b) Describe
20 reporting relationships; c) Provide sufficient detail to serve as the basis for
21 performance evaluation.
- 22 C. Personnel policies and procedures shall be available to all employees.
- 23 D. Personnel policies shall be reviewed and updated annually.
- 24 E. A personnel file shall be maintained on each staff member. The personnel file
25 shall contain at least the following information:
- 26 1. Listing of training and experience.
 - 27 2. Proof of current licensure, certification, or registration; social workers
28 and psychologists must meet business and professional codes required

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for licensure.

3. Annual job performance evaluations.

4. Personnel action reports of all changes in status of the employee.

F. Job performance objectives shall be established with each staff member and reviewed, assessed, and revised annually.

G. An Affirmative Action Plan shall be developed, and used to promote equality in the recruitment and hiring of staff.

H. Continuing development of staff expertise shall be encouraged.

I. A written staff training plan shall be developed and discussed with staff.

J. Participation in outside training seminars and workshops shall be encouraged.

K. Volunteers shall have a written description of their job duties.

1. A Personnel file shall be maintained for each volunteer.

2. Volunteers shall be accountable to a specific staff member.

L. Each program shall develop and maintain a personnel policy that includes hiring procedures in compliance with State and Federal regulations. Recruitment procedures shall include disseminating job opportunity information to the general public via newspaper listings, etc.

M. In order to effectively serve the residents within Riverside County, the CONTRACTOR'S staffing must include bilingual capacity for all services.

V. RECORDS, REPORTS, AND DATA MANAGEMENT:

A. The COUNTY will provide technical assistance on an as needed basis for CONTRACTORS.

B. The CONTRACTOR will submit a detailed work plan to the COUNTY no later than August 15 of each fiscal year that this AGREEMENT is in effect. The workplan will list how CONTRACTOR will be addressing the assigned objectives they will be reporting on in CalOMS Prevention Data System

1 C. The CONTRACTOR will maintain appropriate records documenting all of the
2 services provided to or on behalf of the clients. These records will conform to
3 the requirements of the licensing authority, the State Department of Alcohol and
4 Drug Programs (ADP), and the Riverside County Department of Mental Health
5 Substance Abuse Program. The CONTRACTOR will provide the Substance
6 Abuse Program Services Administrator (or designee) with the following:
7

- 8 1. Access to all records maintained on clients admitted to the facility.
- 9 2. Compliance with requests for social, economic, and demographic data.

10 C. CONTRACTOR shall provide a final year-end cost report summarizing the
11 contract year's financial activities as described in Exhibit C. Any suggestions and
12 recommendations for future contracts shall be submitted by January 1 of each
13 year.
14

15 D. The COUNTY Substance Abuse Program Services Administrator (or designee)
16 will represent the COUNTY in all matters concerning the performance of this
17 contract.
18

19 E. Contractor shall have an internal communications system which provides a means
20 of accumulating, storing, and reporting data. The staff shall understand how the
21 Departmental Management Information System (MIS) interacts with their own
22 system in order to accumulate and report data.
23

24 F. CONTRACTOR will prepare and submit quarterly reports to the COUNTY, no
25 later than the 15th of the month following the end of the quarter which shall
26 include but not limited to the following:
27

- 28 1. Report on progress made on workplan items.

- 1 2. Evaluation of quality and quantity of work performed.
- 2 3. Description of services provided.
- 3 4. Identification of special problems.
- 4 5. Pertinent facts and findings.
- 5 6. Suggestions for improvements.
- 6 7. Interim finding which would identify CONTRACTOR'S inability to
- 7 satisfactorily complete the terms of this CONTRACT.
- 8
- 9

10 VI. CONTINUOUS QUALITY MANAGEMENT:

11 A. CONTRACTOR will participate in the current Continuous Quality Management;
12 CONTRACTOR will adhere to section 17020 of ADP certification standards which
13 can be found on the ADP website (<http://www.adp.cahwnet.gov>). Each
14 CONTRACTOR's program shall maintain written policies for Continuous Quality
15 Management and shall document in each participant's file compliance with the
16 procedures. The procedures shall include the following:

- 17 1. Continuity of activities
- 18 2. Participant file review
- 19 3. Recovery or treatment plan review
- 20

21 B. CONTRACTOR will conduct an annual internal review for major agency policies
22 and documents, such as personnel policies, job descriptions, administrative and
23 fiscal policies, and Board by-laws.

24 C. CONTRACTOR will conduct training for their Board of Directors and the staff that is
25 appropriate to their role in the respective agency, and designed to keep them well
26 informed.
27
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1 1. Board training will take place at least annually, and included topics
2 relevant to governing board responsibilities in the non-profit
3 sector.

4
5 2. Staff in-service training will take place at least quarterly, and
6 will include topics relevant to HIV infections training, and
7 substance abuse counseling such as treatment review, case
8 management, recovery process, and various methods and
9 techniques used in working with addiction.

10 D. Written policies, rules, and procedures shall be developed governing the operation of
11 the Contractor. These policies, rules, and procedures shall be known and available to
12 staff.

13 E. The policies, rules and procedures shall be maintained in compliance with local, state,
14 and federal laws and regulations through an annual review and update.

15 F. A procedure shall exist for initiating, developing and declaring policies and
16 procedures. It shall provide for staff input.

17 G. CONTRACTOR will adhere to applicable current quality assurance standards.

18 H. There shall be established policies and procedures governing recordkeeping,
19 including organization of record content, responsibilities for documentation and
20 maintenance of records, transmittal, security, confidentiality, retention, release and
21 storage of records.
22

23
24 **VII. CONTRACT MONITORING:**

25 A. The CONTRACTOR will participate in the RCDMH Substance Abuse Program
26 administrative, clinical and fiscal annual contract monitoring as well as more
27 **FREQUENT** program reviews conducted by the RCDMH Substance Abuse
28

1 Program. With proper identification, the COUNTY will be allowed to inspect all
2 CONTRACTOR program activities, records, treatment plans, and files to ensure
3 compliance with the regulations. COUNTY and/or ADP monitoring may be
4 announced and/or unannounced.

5 B. Copies of the following documents shall be available on site to the COUNTY
6 Contract Monitor:

- 7 1. Articles of Incorporation
- 8 2. Amendments of Articles
- 9 3. List of agency's Board of Directors
- 10 4. A resolution indicating who is empowered to sign all contract documents
11 pertaining to the agency
- 12 5. Minutes of Utilization review meetings and list of names of Utilization
13 Review Committee (Medi-Cal certified Contractors only)
- 14 6. By-laws and minutes of Board meetings
- 15 7. Any other documents specified in the Contract with Riverside County
16 Substance Abuse Program.

17 C. The following licenses and certificates shall be maintained and current:

- 18 1. Medi-Cal certification (Medi-Cal certified Contractors only)
- 19 2. Fire clearance
- 20 3. Zoning license
- 21 4. Certification and licensure from California Department of Alcohol and
22 Drug Program.
- 23 5. Any other licenses or certificates required by local or state laws.

24 D. CONTRACTOR shall insure that all required Corrective Action Plans (CAP) are
25 submitted within 30 days of receipt of the monitoring report, or as specified by the
26 RCDMH and/or the RCDMH, Substance Abuse Program.

1 VIII. OUTCOME MEASURES:

2 In order to evaluate the effectiveness of prevention strategy and to comply with
3 funding requirements, CONTRACTOR will complete the following outcome
4 measurement tools:

5
6 A. CalOMS Prevention service reporting submitted to COUNTY weekly at a
7 minimum

8 1. The reports will be due monthly and shall be submitted to the
9 Substance Abuse Program Services Administrator or designee.

10 IX. FUNDING RESTRICTIONS:

11 Alcohol and Drug Mental Health Services Block Grant funds may not be expended for
12 the purpose of distributing sterile needles or bleach to be used for cleansing needles.
13 Any program receiving Federal funds must agree to do outreach activities for the
14 purpose of encouraging individuals in need of treatment for alcohol and substance
15 abuse to undergo such treatment.
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20 Rev. 10/11 CW

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1 EXHIBIT B – SUBSTANCE ABUSE
2 LAWS, REGULATIONS AND POLICIES

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

7 General

8 31 U.S.C., Section 1352 – Funds are not to be used for lobbying activities to influence a
9 covered federal transaction.

10 CA Government Code Sections 16645 – 16649 – Funds are not to be used to influence
11 union organizing by employees.

12 21 U.S.C., Section 812 - Controlled Substances Act

13 Title 31, USC, Section 1352 & 45 CFR Part 93 - Lobbying Restrictions

14 California Health & Safety Code Sections 11760 - 11841.

15 California Health and Safety Code Sections 11860 – 11876 (Long Range Master Plans)

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

17 Proposition 36 Treatment Provider Manual (if applicable)

18 California Health & Safety Code, Sections 11760 through 11841

19 All applicable policies and regulations issued by California Dept. of Alcohol and Drug
20 Programs. (www.adp.ca.gov)

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

22 Charges and Billing

23 California Health & Safety Code, Sections 11811.7, 11812 and 11813
24
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1 Uniform Method of Determining Ability to Pay, State Department. of Alcohol Programs
2 (ASRS Manual).

3 California Code of Regulations, Title 9., Sect. 9424-9444
4

5 The Single Audit Act of 1984, and Amendments (31 USC Section 7501 et seq.)

6 California Code of Regulations, Title 9, Section 9530(k) (Allowable Costs)

7 Audit

8 ADP 00-10

9 California Code of Regulations, Title 9, Sections 9545
10

11 Child Abuse Reporting

12 California Penal Code Sections 11164 – 11174.4 et seq.

13 Minors in Health Care Facilities

14 California Welfare & Institutions Code Section 5751.7

15 Community Residential Treatment Program

16 California Welfare & Institutions Code Section 5670 et seq.
17

18 California Code of Regulations, Title 22, Division 6

19 ADP 98-34

20 Licenses

21 California Health and Safety Code, Division 10.5, Part 2, Chapters 7 and 7.5
22

23 California Code of Regulations, Title 9, Division 4, Chapter 5

24 Alcohol & Drug Bulletins

25 All applicable Department of Alcohol & Drug Letters and Bulletins

26 Confidentiality

27 California Welfare & Institutions Code Section 5328
28

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

2 45 CFR Subtitle A, Subchapter C, Parts 160 and 164 (Standards for Privacy of Individually
3 Identifiable Health Information)

4 DMH Information Notice 91-09, 99-02

5 Civil Code Section 1798.82

6 Elderly and Dependent Adult Abuse Reporting

7 California Welfare & Institutions Code Sections 15600 et. seq.

8 Information Technology

9 Cash pay clients ADP Bulletin 08-08

10 Medication Protocol

11 Riverside County Mental Health "Psychotropic Medication Protocols" Publication

12 Riverside County Mental Health "Medication Guidelines" Publication

13 Non-Discrimination

14 Title VI, Civil Rights Act of 1964, 42 USC, Sect. 2000d.

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

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

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

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

19 Patient Rights

20 California Welfare & Institutions Code Section 5325 et seq.

21 California Code of Regulations, Title 22, Section 70707

22 Quality Assurance

23 California Health and Safety Code, Chapter 7, Sections 11830 - 11834.

24 ADP 98-35

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Short-Doyle and Drug Medi-Cal

California Code of Regulations, Title 22, Division 3, Sections 51516.1,
51341.1 & 51490.1

California Alcohol and Drug Program Letters 98-18, 98-30, 98-42, 98-49, 98-50
98-58, 99-17, 99-27

Voter Registration

National Voter Registration Act of 1993

Policies

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

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

Perinatal

http://www.adp.ca.gov/perinatal/pdf/guidelines_04.pdf

Perinatal Drug Medi-Cal

Title 22 Section 551341.1

Youth Treatment Guidelines

www.adp.ca.gov/youth/pdf/Youth_Treatment_Guidelines.pdf - 2007-10-30

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Rev: 10/11 CW

EXHIBIT C

REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: **MFI RECOVERY - PREVENTION**

A. REIMBURSEMENT:

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive monthly reimbursement based upon the unit rate as specified in the Schedule I and actual units provided, less revenue collected, not to exceed the maximum obligation of the COUNTY as specified herein. Schedule I is attached hereto and incorporated herein by this reference.
2. Contractor shall provide the COUNTY with the appropriate CalOMS Prevention printout for services providing during the applicable billing period.
3. The final year-end settlement for non Medi-Cal services shall be based on the Actual Cost, multiplied by the actual number of units, less revenue collected. The final year-end settlement for Medi-Cal services shall be based on final State approved Medi-Cal units, multiplied by the actual allowable cost per unit of services provided, the State Maximum Allowance (SMA) rate, state approved Short Doyle/Medi-Cal (SD/MC) rate or customary charges, whichever is lower, less revenue collected. The combined final year-end settlement for Medi-Cal and non Medi-Cal services shall not exceed

1 the maximum obligation of the COUNTY as specified herein, and the
2 applicable maximum reimbursement rates promulgated each year by the
3 State.
4

5 B. MAXIMUM OBLIGATION:

6 COUNTY'S maximum obligation prevention services for fiscal year 2010/2011 shall
7 be \$48,937 subject to availability of Federal, State, and local funds.
8

9 C. BUDGET:

10 Schedule I presents for planning purposes the budgetary details pursuant to this
11 Agreement. Schedule I contains the CALOMS number, the reporting unit (RU), the
12 mode(s) of service, the service function(s), units, revenues received, maximum
13 obligation, and source of funding pursuant to this Agreement. Funding for services is
14 identified in the Schedule I. Federal Funding in part includes; Substance Abuse
15 Prevention and Treatment # 93.959, and Federal Financial Participation (FFP)
16 #93.778.

17 D. REALLOCATION OF FUNDS:

- 18 1. No categorical funds allocated for any Mode of Service as designated in
19 Schedule I may be reallocated to another Mode of Service unless written
20 approval is given by the Substance Abuse Program Services Administrator or
21 designee prior to the end of either the Contract Period of Performance, or
22 Fiscal Year (June 30th). Approval shall not exceed the maximum obligation.
- 23 2. In addition, CONTRACTOR may not, under any circumstances and without
24 prior approval and/or written consent from the Program Administrator and
25 confirmed by the Supervisor of the COUNTY Fiscal Unit, reallocated funds,
26 services, mode of services, and/or procedure codes as designed in the Schedule
27 I that are defined as non-billable by the COUNTY, State or Federal
28 governments from or to funds, services, mode of services and/or procedure

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

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

7 E. RECOGNITION OF FINANCIAL SUPPORT:

8 CONTRACTOR'S stationery/letterhead shall indicate that funding for the
9 program is provided in whole or in part by the County of Riverside
10 Department of Mental Health Substance Abuse programs.
11

12 F. PAYMENT:

- 13 1. Monthly reimbursements may be withheld at the discretion of the Director or
14 its designee due to material contract non-compliance, including audit
15 disallowances and/or adjustments or disallowances resulting from the
16 COUNTY Contract Monitoring Review (CMT), the Annual Program
17 Monitoring and/or the Cost Report Reconciliation/Settlement Process.
18
19 2. In addition to the CMT, Annual Progress Monitoring, and Cost Report
20 Reconciliation/Settlement processes, the COUNTY reserves the right to
21 perform periodic service deletes and denial monitoring for this agreement
22 throughout the fiscal year in order to minimize and/or potentially prevent
23 COUNTY and CONTRACTOR loss. The COUNTY, at its discretion, may
24 withhold and/or offset invoices and/or monthly reimbursements to
25 CONTRACTOR, at any time without prior notification to CONTRACTOR,
26 for service deletes and denials that may occur in association with this
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1 agreement. COUNTY shall notify CONTRACTOR of any such instances of
2 services deletes and denials and subsequent withholds and/or reductions to
3 CONTRACTOR invoices or monthly reimbursements.
4

5 3. CONTRACTOR shall submit a monthly invoice for payment and a quarterly
6 report to COUNTY program with invoice describing outcomes, and progress
7 updates and services delivered based on the contract's Exhibit A, "Scope of
8 Services".

9
10 4. Notwithstanding the provisions of Paragraph I-1 and I-2 above,
11 CONTRACTOR shall be paid in arrears based upon the actual units of
12 services provided and entered into the COUNTY'S specified Data Collection
13 System. CONTRACTOR will submit a claim on their organization's
14 stationery, which must include at a minimum the CONTRACTOR'S name,
15 invoice mailing address and telephone number, summarizing the dollar
16 amount specified in the applicable COUNTY specified Data Collection
17 System Report (currently the final DAS 952) and a signed "Certification of
18 Claims and Program Integrity" form (PIF). The summary page of the
19 monthly, final applicable Data Collection System Report (currently the final
20 DAS 952) and the PIF form must be attached to the CONTRACTOR
21 invoice. Failure to attach the monthly, final summary page of the applicable
22 Data Collection System Report, the Certification of Claims and the signed
23 PIF, will delay payment to the CONTRACTOR until the required documents
24 are provided. The claim must be approved and signed by the Director or an
25 authorized designee of the CONTRACTOR. Monthly claims shall be
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1 submitted to the appropriate Program or Regional Manager of the
2 COUNTY'S Department of Mental Health, no later than the tenth (10th)
3 working day of each month.
4

5 5. Short-Doyle/Medi-Cal billings shall be processed by the COUNTY and the
6 CONTRACTOR shall provide the COUNTY with all information necessary
7 for the preparation and audit of such billings.

8 6. Unless other wise notified by the COUNTY, CONTRACTOR invoicing will
9 be paid by the COUNTY thirty (30) calendar days after the date the invoice
10 is received by the applicable COUNTY Program/Region.
11

12 G. COST REPORT:

13 1. For each fiscal year, or portion thereof, that this Agreement is in effect,
14 CONTRACTOR shall provide to COUNTY two (2) copies per each CALOMS
15 number, an annual Cost Report with an accompanying financial statement and
16 applicable supporting documentation to reconcile to the Cost Report within
17 thirty-two (32) calendar days following the end of each fiscal year (June 30),
18 the expiration or termination of the contract which ever occurs first. The Cost
19 Report shall detail the actual cost of services provided. The Cost Report shall
20 be provided in the format and on forms provided by the COUNTY. Final
21 payment to CONTRACTOR shall not be made by COUNTY until the final
22 current and prior year Cost Report(s) have been reconciled, settled and signed
23 by CONTRACTOR and received and approved by the COUNTY.

24 2. CONTRACTOR shall use OMB circular A-122 to formulate proper cost
25 allocation methods and distribute costs between County and non-County
26 programs.
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- 1 3. CONTRACTOR is required to send one representative to the cost report
2 training annually held by COUNTY regarding preparation of the year-end
3 Cost Report. The COUNTY will notify CONTRACTOR of the date(s) and
4 time(s) of the training. Attendance at the training is necessary annually in
5 order to ensure that the Cost Reports are completed appropriately. Failure to
6 attend this training may result in delay of payment.
- 7
- 8 4. CONTRACTOR will be notified in writing by COUNTY if the Cost Report
9 has not been received within thirty-two (32) calendar days after the end of the
10 COUNTY Fiscal year. If the Cost Report is not postmarked in the thirty-two
11 (32) calendar day time frame, future monthly reimbursements will be withheld
12 until the COUNTY is in possession of a completed Cost Report.
13 Future monthly reimbursements will be withheld if the Cost Report contains
14 errors which are not corrected within 10 calendar days of written or verbal
15 notification from the COUNTY. Failure to meet any pre-approved deadline
16 extension will immediately result in the withholding of future monthly
17 reimbursements.
- 18 5. The Cost Report shall serve as the basis for year-end settlement to
19 CONTRACTOR'S including a reconciliation and adjustment of all payments
20 made to CONTRACTOR and all revenue received by CONTRACTOR. Any
21 payments made in excess of Cost Report settlement shall be repaid upon
22 demand, or will be deducted from the next payment to CONTRACTOR.
- 23
- 24 6. All current and/or future contract service payments to CONTRACTOR will
25 be withheld by the COUNTY until the final current and prior year Cost
26 Report (s) have been reconciled, settled and signed by CONTRACTOR, and
27 received and approved by the COUNTY.
28

1 H. COST REPORT SETTLEMENT:

2 CONTRACTOR shall report Actual Costs separately, if deemed applicable and as
3 per CONTRACTOR Schedule I, to provide Contract Client Services, Prescriptions,
4 Health Maintenance Costs, and Flexible funding costs under this agreement on the
5 annual cost report. Where deemed applicable, Actual Costs for Indirect
6 Administrative Expenses shall not exceed the amount of the percentage of cost as
7 submitted in the CONTRACT Request for Proposal or Cost Proposal(s). Final year-
8 end settlement shall not exceed the Contract Maximum Obligation, less revenue, less
9 payment received, up to the Maximum Obligation as stated in section B above.
10

11 I. AUDITS:

- 12
- 13 1. CONTRACTOR agrees that any duly authorized representative of the
14 Federal Government, the State or COUNTY shall have the right to audit,
15 inspect, excerpt, copy or transcribe any pertinent records and documentation
16 relating to this Agreement or previous Agreements in previous years.
17
 - 18 2. The COUNTY will conduct an Annual Program Monitoring Review and/or
19 Contract Monitoring Review (CMT). Upon completion of monitoring,
20 CONTRACTOR will be mailed a report summarizing the results of the site
21 visit. A corrective Plan of Action will be submitted by CONTRACTOR
22 within thirty (30) calendar days of receipt of the report. CONTRACTOR'S
23 failure to respond within thirty (30) calendar days will result in withholding
24 of payment until the corrective plan of action is received. CONTRACTOR'S
25 response shall identify time frames for implementing the corrective action.
26 Failure to provide adequate response or documentation for this or previous
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1 year's Agreements may result in contract payment withholding and/or a
2 disallowance to be paid in full upon demand.

3
4 3. If this contract is terminated in accordance with Section XXVI,
5 TERMINATION PROVISIONS, COUNTY, Federal and/or State
6 governments may conduct a final audit of the CONTRACTOR. Final
7 reimbursement to CONTRACTOR by COUNTY shall not be made until all
8 audit results are known and all accounts are reconciled. Revenue collected
9 by CONTRACTOR during this period for services provided under the terms
10 of this Agreement will be regarded as revenue received and deducted as such
11 from the final reimbursement claim.
12

13 4. Any Audit exception resulting from an audit conducted by any duly
14 authorized representative of the Federal Government, the State or COUNTY
15 shall be the responsibility of the CONTRACTOR. Any audit disallowance
16 adjustments may be paid in full upon demand or withheld at the discretion of
17 the Director of Mental Health against amounts due under this Agreement or
18 Agreement(s) in subsequent years.
19

20 J. BANKRUPTCY:

21
22 Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall notify
23 COUNTY'S Department of Mental Health Fiscal Services Unit, by certified letter
24 with a carbon copy to the Department of Mental Health's Program Support Unit, in
25 writing of such. The CONTRACTOR shall submit a properly prepared Cost Report
26 in accordance with requirements and deadlines set forth in Section G before final
27 payment is made.
28

1 K. DATA ENTRY:

- 2 1. CONTRACTOR understands that as the COUNTY upgrades its current Data
3 Collection System to comply with Federal, State and/or local funding and
4 service delivery requirements; CONTRACTOR will, therefore, be
5 responsible for attending and receiving COUNTY training associated with,
6 but not limited to, applicable service data entry, billing and invoicing, and
7 learning how to appropriately and successfully utilize and/or operate the
8 current and/or upgraded Data Collection System as specified for use by the
9 COUNTY under this agreement. The COUNTY will notify the
10 CONTRACTOR when such training is required and available. In the event
11 the COUNTY'S specified Data Collection System changes prior to a new
12 fiscal year, COUNTY shall notify CONTRACTOR and provide immediate
13 instructions and make subsequent arrangements to facilitate such a change.
14
- 15 2. CONTRACTOR is required to enter all units of services into the
16 COUNTY'S specified Data Collection System for the prior month no later
17 than 5:00 p.m. on the fifth (5th) working day of the current month. Late entry
18 of services into the COUNTY'S specified Data Collection System may result
19 in financial and/or service disallowances to the CONTRACTOR.
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26 Rev: 10/11 CW
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**SCHEDULE I
MENTAL HEALTH**

CONTRACT PROVIDER NAME: **MFI RECOVERY CENTER**

FISCAL YEAR:

2010/2011

NEGOTIATED RATE ()	ACTUAL COST (XX)		
DEPT. ID / PROGRAM 4100514141 / 55600	(PREVENTION ONLY)	TOTAL:	\$48,937

CALOMS#	330010	
SYSTEM #	1032	
TYPE OF MODALITY	Senior Prevention Program and Environmental Prevention program	
MODE OF SERVICE:	20	
SERVICE FUNCTION:	12,13,14,16,17	
SERVICE TYPE: M/C, NON M/C	Non-M/C	
PROCEDURE CODE	881,862,864,865,866	
NUMBER OF UNITS:	1,827	1,827
COST PER UNIT:	\$26.79	
GROSS COST:	\$48,937	\$48,937

FUNDING CODE		
PROGRAM CODE		
SERVICE CODE		
UNIT REIMBURSEMENT	HOUR	
LESS REVENUES COLLECTED BY CONTRACTORS:		
A. PATIENT FEES		0
B. PATIENT INSURANCE		
C. OTHER	0	0
TOTAL CONTRACTOR REVENUES		
MAXIMUM OBLIGATION	\$48,937	\$48,937

SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:				%
A. MEDI-CAL/FFP	0	\$0	\$0	0.00%
B. FEDERAL FUNDS		\$0	\$48,937	100.00%
C. REALIGNMENT FUNDS		\$0	\$0	0.00%
D. STATE GENERAL FUNDS		\$0	\$0	0.00%
E. COUNTY FUNDS		\$0	\$0	0.00%
F. OTHER:		\$0	\$0	0.00%
TOTAL (SOURCES OF FUNDING)		\$0	\$48,937	100.00%

FUNDING SOURCES DOCUMENT: Schedule of Funding Source: FY 2010/2011 Preliminary V.0

STAFF ANALYST SIGNATURE: _____

[Handwritten Signature] 4/21/11

FISCAL SERVICES SIGNATURE: _____

[Handwritten Signature] 4/26/11

21-Apr-11

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