

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

612



**FROM:** Department of Mental Health

**SUBMITTAL DATE:**  
November 19, 2013

**SUBJECT:** Approval of Peer Recovery Support Services Contract Aggregate to Provide Mental Health Services (District: All) [\$1,900,000 ongoing] State.

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Authorize the consent to assign the Peer Recovery Support Services from Recovery Innovations of California, Inc. to Recovery Innovations, Inc.;
2. Ratify and authorize the Chairman of the Board to execute the service agreements with the vendors listed in Attachment A;
3. Authorize the Director of the Department of Mental Health to administer the terms of the agreements;
4. Exempt the Purchasing Agent from the sole source requirement when adding new vendors not to exceed \$100,000 without securing competitive bids in accordance with Ordinance 459 and while staying within the Board approved annual aggregate amount of \$1,900,000; and
5. Authorize the Purchasing Agent in accordance with Ordinance 459, to sign renewals, based on the availability of funding, and to sign amendments that do not change the substantive terms of the agreements through June 30, 2018.

Continued on Page Two

*Jerry Wengerd*  
\_\_\_\_\_  
Jerry Wengerd, Director  
Department of Mental Health

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
<b>COST</b>	\$ 1,900,000	\$ 1,900,000	\$ 9,500,000	\$ 1,900,000	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> 100% State MHSA				<b>Budget Adjustment:</b> No	
				<b>For Fiscal Year:</b> 13/14-17/18	

**C.E.O. RECOMMENDATION:**

APPROVE

BY:

*Jennifer L. Sargent*  
\_\_\_\_\_  
Jennifer L. Sargent

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

FORM APPROVED COUNTY COUNSEL  
DATE 11-25-13  
BY: *Elena M. Boeva*  
ELENA M. BOEVA  
Departmental Concurrence

Purchasing: *Mark Seiler*  
Mark Seiler, Assistant Director

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

2013 DEC -3 5:11:02

Prev. Agn. Ref.: 01/10/06 Item 3.71,  
09/12/06 Item 3.38, 06/24/08 Item  
3.39, 12/18/12 Item 3.36

**District: All**

**Agenda Number:**

**3-25**

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

**FORM 11:** Approval of Peer Recovery Support Services Contract Aggregate to Provide Mental Health Services (District: All) [\$1,900,000 ongoing] State.

**DATE:** November 19, 2013

**PAGE:** Page 2 of 2

**BACKGROUND:**

**Summary**

On January 10, 2006, (3.71), the Board of Supervisors approved the Mental Health Services Act (MHSA) Community Services and Supports (CSS) Plan. The Peer Recovery Support Services are included in the MHSA CSS Work Plan, as required by the MHSA.

Peer Support Resource Centers (PSRC) are consumer-operated support settings for current or past mental health consumers and their families needing support, resources, knowledge, and experience to aid in their recovery process. The Centers offer a variety of support services including vocational and educational resources and activities to support the skill development necessary to pursue personal goals and self-sufficiency. They also provide alternative levels of care in order to increase capacity and allow for a lower level in the continuum of care for the Integrated Services Recovery Centers' Full Service Partnership (FSP) clients.

The Department of Mental Health (DMH) is requesting the Board of Supervisors to approve the combined annual aggregate amount of \$1,900,000 for the MHSA CSS funded Peer Recovery Support Services agreements as listed in Attachment A, authorize the Chairman of the Board to sign these agreements, and authorize the Purchasing Agent to annually renew these agreements through June 30, 2018 as outlined herein.

**Impact on Citizens and Businesses**

These services are a component of the Department's system of care aimed at improving the health and safety of consumers and the community.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The agreements are 100% funded with state MHSA funds. Each agreement has a termination clause in the event that funds become unavailable. These services are budgeted annually in the department's budget. No additional County funds are required.

**Contract History and Price Reasonableness**

The DMH solicited proposals in 2006 for Peer Center services, which resulted in awarding contracts to vendors listed in Attachment A. The Department is currently working with Purchasing to develop a multi-year RFP plan for all contracts and agreements by the end of the fiscal year. The Department is requesting approval of these vendors in the interim to avoid interruption of services and ensure continuity of care for consumers.

**ATTACHMENT A**

**RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH  
FY 13/14**

**PROPOSED MAXIMUM CONTRACT AMOUNTS**

<b>Contractor and Region Served</b>	<b>Service Sites</b>	<b>Amount</b>
Oasis Rehabilitation Center, Inc. – Desert PSRC	Indio, Palm Desert, Blythe, & Banning	\$ 761,000
Recovery Innovations, Inc. - Mid-County PSRC	Perris, Temecula	\$ 467,647
Recovery Innovations, Inc. – West PSRC	Riverside	\$ 383,936
Recovery Innovations, Inc. – Art Works	Riverside	\$ 187,167
Reserve		\$ 100,250
<b>Total Annual Aggregate Amount</b>		<b>\$ 1,900,000</b>

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 Recovery Innovations, Inc., hereinafter referred to as CONTRACTOR.

**PREAMBLE**

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

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

**WHEREAS**, the COUNTY desires to extend to the residents of Riverside County certain programs and services contemplated and authorized by the MHSA, California Welfare and Institutions Code (WIC) Section 5600 et seq., and Government Code Section 26227 et seq., California Code of Regulations, Title 9, Division 1, and Title 22, which the CONTRACTOR is equipped, staffed, prepared and willing to provide; and

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

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

**NOW THEREFORE**, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto mutually agree, as provided on pages 1 through 29 and Exhibits A, B, and C, attached hereto and incorporated herein.

CONTRACTOR

COUNTY

By: [Signature]

By: \_\_\_\_\_  
John J. Benoit, Chairman, Board of Supervisors

Eugene D. Johnson  
Print Name

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

Date: 12/3/13

Attest  
By: \_\_\_\_\_  
Kecia Harper-Ihem, Clerk of the Board

FORM APPROVED COUNTY COUNSEL  
BY: [Signature] H-25-13  
ELENA M. BOEVA DATE

## Table of Contents

<b>Section</b>	<b>Title</b>	<b>Page</b>
I	Description of Services	4
II	Period of Performance	4
III	Reimbursement and Payment	4
IV	Program Supervision, Monitoring and Review	4
V	Independent Contractor	5
VI	License(s)/Certification(s)	6
VII	Administrative Change in Status	7
VIII	Delegation and Assignment	7
IX	Alteration	8
X	Indemnification	8
XI	Insurance	9
	A. Workers' Compensation	9
	B. Commercial General Liability	9
	C. Vehicle Liability	10
	D. Professional Liability	10
	E. General Insurance Provisions	10
XII	Limitation of County Liability	12
XIII	Warranty Against Contingent Fees	12
XIV	Nondiscrimination	13
	A. Employment	13
	B. Services, Benefits, and Facilities	14
XV	Reports	14
XVI	Health Insurance Portability & Accountability Act (HIPAA)	15
XVII	Confidentiality of Participant Information	15

## Table of Contents

<b>Section</b>	<b>Title</b>	<b>Page</b>
XVIII	Records	18
	A. Program Participant Records	19
	B. Financial Records	19
	C. Financial Record Retention	19
	D. Participant Record Retention	19
	E. Shared Records	20
	F. Property of participant records	20
XIX	Staffing	20
XX	Cultural Competency	22
XXI	Informing Materials	24
XXII	Conflict of Interest	24
XXIII	Waiver of Performance	25
XXIV	Federal and State Statues	25
XXV	Drug-Free Workplace Certification	25
XXVI	Termination Provisions	26
XXVII	Dispute	29
XXVIII	Severability	29
XXIX	Venue	29
XXX	Notices	30
Exhibit A	Scope of Work	A-1
Exhibit B	Laws and Regulations	B-1
Exhibit C	Reimbursement and Payment	C-1
Schedule I	Budget	

I

DESCRIPTION OF SERVICES:

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

II

PERIOD OF PERFORMANCE:

This Agreement shall be effective on July 1, 2013, and continue in effect through June 30, 2014. The Agreement may thereafter be renewed annually, up to an additional four (4) years, subject to the availability of funds.

III

REIMBURSEMENT AND PAYMENT:

A. 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. The Exhibit C includes COUNTY requirements for reimbursement.

B. CONTRACTOR shall use the Schedule I, attached hereto and by this reference incorporated herein, as a budget guide for the amount allocated to the services provided.

IV

PROGRAM SUPERVISION, MONITORING AND REVIEW:

CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement. Pursuant to Welfare & Institutions Code (WIC), Section 5608, services hereunder shall be provided by CONTRACTOR under the general supervision of the County Director of Mental Health, hereinafter called DIRECTOR, or his authorized designee. CONTRACTOR agrees to extend to DIRECTOR, his designee, the COUNTY Contract Monitoring Team, and/or to authorized State representatives, the right to review and monitor CONTRACTOR'S facilities, programs, policies, practices, books, records, or procedures at any reasonable time. In exercising the right to review or monitor CONTRACTOR'S administrative, clinical, fiscal and program components, staff, and facility(ies), the COUNTY shall enforce

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

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

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

19 V

20 INDEPENDENT CONTRACTOR:

21 This Agreement is by and between the COUNTY and CONTRACTOR and is not  
22 intended, and shall not be construed, to create the relationship of agent, servant,  
23 employee, partnership, joint venture, or association, as between COUNTY and  
24 CONTRACTOR. CONTRACTOR and its employees, agents and/or subcontractors shall  
25 not be entitled to any benefits payable to COUNTY employees, including but not limited to  
26 overtime, any retirement benefits, worker's compensation benefits, and/or injury leave or  
27 other leave benefits. CONTRACTOR is, and shall at all times be deemed to be, an  
28 independent contractor and shall be wholly responsible for the manner in which it performs  
29 the services required of it by the terms of this Agreement. CONTRACTOR assumes the



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

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

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

25 VI

26 LICENSE(S)/CERTIFICATION(S):

27 CONTRACTOR warrants that it has all necessary licenses, permits, approvals,  
28 certifications, waivers and exemptions necessary to provide services hereunder and  
29 required by the laws or regulations of the United States, State of California, the County of

1 Riverside and all other appropriate governmental agencies, and agrees to maintain such  
2 throughout the term of this Agreement. Examples of license(s)/certification(s) may include,  
3 but may not be limited to; fire clearance, zoning permit; business license, community care  
4 license and/or Medi-Cal certification, as appropriate. CONTRACTOR shall notify  
5 DIRECTOR (or his designee) immediately and in writing of its inability to maintain,  
6 irrespective of the tendency of an appeal, such license(s), permit(s), approval(s),  
7 certification(s), waiver(s) or exemption(s).

## 8 VII

### 9 ADMINISTRATIVE CHANGE IN STATUS:

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

## 19 VIII

### 20 DELEGATION AND ASSIGNMENT:

21 CONTRACTOR may not delegate the obligations required by this Agreement, either in  
22 whole or in part, without prior written consent of COUNTY. Obligations undertaken by  
23 CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts,  
24 provided such subcontracts are approved in writing by DIRECTOR (or his designee), meet  
25 the requirements of this Agreement as they relate to the service or activity under  
26 subcontract, and include any provision(s) that DIRECTOR (or his designee) may require.  
27 No subcontract shall terminate or alter the responsibilities of CONTRACTOR. .

28 CONTRACTOR may not assign the rights hereunder, either in whole or in part, without  
29 the prior written consent of COUNTY. Any attempted assignment or delegation in

1 derogation of this paragraph shall be void. Any change in the corporate or business  
2 structure of CONTRACTOR, such as a change in ownership or majority ownership change  
3 resulting in a change to the Federal Tax Id, shall be deemed an assignment for purposes of  
4 this paragraph.

5 IX

6 ALTERATION:

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

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

16 X

17 INDEMNIFICATION:

18 CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special  
19 Districts, and Departments of the County of Riverside, the State of California, their  
20 respective directors, officers, Board of Supervisors, employees, agents, elected and  
21 appointed officials and representatives from any liability whatsoever, based or asserted  
22 upon services of CONTRACTOR, its agents, employees, or subcontractors, arising out of  
23 or in any way relating to this Agreement, for property damage, bodily injury, or death or any  
24 other element of damage of any kind or nature resulting from any acts or failure to act or  
25 omission on the part of the CONTRACTOR, its directors, officers, agents, employees or  
26 subcontractors hereunder. CONTRACTOR shall defend, at its sole expense, including but  
27 not limited to attorney fees, all Agencies, Districts, Special Districts, and Departments of the  
28 County of Riverside, the State of California, their respective directors, officers, Board of  
29

1 Supervisors, employees, agents, elected and appointed officials and representatives and  
2 any legal claim or action based upon such alleged acts, failure to act or omissions.

3 XI

4 INSURANCE:

5 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold  
6 harmless the County of Riverside and the State of California, CONTRACTOR shall procure  
7 and maintain or cause to be maintained, at its sole cost and expense, the following  
8 insurance coverages during the term of this Agreement. As respects to the insurance  
9 section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts,  
10 Specials Districts, and Department, their respective directors, officers, Board of  
11 Supervisors, employees, elected or appointed officials, agents, or representatives as  
12 Additional Insureds.

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

20 B. Commercial General Liability: Commercial General Liability insurance coverage,  
21 including but not limited to, premises liability, contractual liability, completed operations,  
22 personal and advertising injury covering claims which may arise from or out of  
23 CONTRACTOR'S performance of its obligations hereunder, whether such operations, use  
24 or performance by CONTRACTOR, and, including but not limited to, any subcontractor,  
25 vendor, or anyone employed directly or indirectly by them or volunteers serving either of  
26 them. Policy shall name all Agencies, Districts, Special Districts, and Departments of the  
27 County of Riverside, the State of California, their respective directors, officers, Board of  
28 Supervisors, employees, elected and appointed officials, agents or representatives as  
29 Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per

1 occurrence combined single limit. If such insurance contains a general aggregate limit, it  
2 shall apply separately to this agreement or be no less than two (2) times the occurrence  
3 limit.

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

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

26 E. General Insurance Provisions - All lines:

27 1. Any insurance carrier providing insurance coverage hereunder shall be  
28 admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII  
29 (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If

1 the County's Risk Manager waives a requirement for a particular insurer such waiver is only  
2 valid for that specific insurer and only for one policy term.

3 2. The CONTRACTOR'S insurance carrier(s) must declare its insurance  
4 deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed  
5 \$500,000 per occurrence such deductibles and/or retentions shall have the prior written  
6 consent of the County Risk Manager before the commencement of operations under this  
7 Agreement. Upon notification of deductibles or self insured retentions which are deemed  
8 unacceptable to the COUNTY, at the election of the COUNTY'S Risk Manager,  
9 CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-  
10 insured retentions as respects this Agreement with the COUNTY, or 2) procure a bond  
11 which guarantees payment of losses and related investigations, claims administration,  
12 defense costs and expenses.

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

1 Mental Health Department, P.O. Box 7549, Riverside, CA 92513-7549, Contracts Division.  
2 CONTRACTOR shall not commence operations until the County of Riverside has been  
3 furnished original Certificate(s) of Insurance and certified original copies of endorsements  
4 or policies of insurance including all endorsements and any and all other attachments as  
5 required in this Section.

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 covenant  
8 and shall be construed as primary insurance, and the COUNTY'S insurance and/or  
9 deductibles and/or self-insured retentions or self-insured programs shall not be construed  
10 as contributory.

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

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

## 16 XII

### 17 LIMITATION OF COUNTY LIABILITY:

18 Notwithstanding any other provision of this Agreement, the liability of County shall not  
19 exceed the amount of funds appropriated in support of this Agreement by the California  
20 Legislature.

## 21 XIII

### 22 WARRANTY AGAINST CONTINGENT FEES:

23 CONTRACTOR warrants that no person or selling agency has been employed or  
24 retained to solicit or secure this Agreement upon any Agreement or understanding for any  
25 commission, percentage, brokerage, or contingent fee, expecting bona fide employees or  
26 bona fide established commercial or selling agencies maintained by CONTRACTOR for the  
27 purpose of securing business. For CONTRACTOR's breach or violation of this warranty,  
28 COUNTY may, at its sole discretion, deduct from the Agreement price of consideration, or  
29

1 otherwise recover, the full amount of such commission, percentage, brokerage, or  
2 contingent fee.

3 XIV

4 NONDISCRIMINATION:

5 A. Employment:

6 1. Affirmative Action shall be taken to ensure that applicants are employed, and  
7 that employees are treated during employment, without regard to their race, religion, color,  
8 sex, national origin, age, sexual preference, or physical or mental handicap. Such  
9 affirmative action shall include, but not be limited to the following: employment, upgrading,  
10 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of  
11 pay or other forms of compensation; and selection for training, including  
12 apprenticeship/internship. There shall be posted in conspicuous places, available to  
13 employees and applicants for employment, notices from DIRECTOR (or his designee)  
14 and/or the United States Equal Employment Opportunity Commission setting forth the  
15 provisions of this Section.

16 2. All solicitations or advertisements for recruitment of employment placed by or  
17 on behalf of CONTRACTOR shall state that all qualified applicants will receive  
18 consideration for employment without regard to race, religion, color, sex, national origin,  
19 age, sexual preference, or physical/mental handicap.

20 3. Each labor union or representative of workers with which CONTRACTOR has  
21 a collective bargaining Agreement or other contract or understanding must post a notice  
22 advising the labor union or workers' representative of the commitments under this  
23 Nondiscrimination Section and shall post copies of the notice in conspicuous places  
24 available to employees and applicants for employment.

25 4. In the event of noncompliance with this section or as otherwise provided by  
26 State and Federal law, this Agreement may be terminated or suspended in whole or in part  
27 and CONTRACTOR may be declared ineligible from further contracts involving federal,  
28 state or COUNTY funds.



1 B. Services, Benefits, and Facilities:

2 1. CONTRACTOR shall not discriminate in the provision of services, the allocation  
3 of benefits, or in the accommodation in facilities on the basis of color, race, religion,  
4 national origin, gender, age, sexual preference, marital status, physical/mental handicap in  
5 accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all  
6 other pertinent rules and regulations promulgated pursuant thereto, and as otherwise  
7 provided by State law and regulations, as all may now exist or be hereafter amended or  
8 changed.

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

20 XV

21 REPORTS:

22 A. CONTRACTOR must adhere to Federal, State, and County reporting requirements  
23 as mandated by law. The COUNTY shall provide instruction and direction regarding County  
24 policies and procedures for meeting reporting requirements.

25 B. CONTRACTOR shall provide the COUNTY with applicable reporting documentation  
26 as specified and/or required by the COUNTY, State Department Health Care Services  
27 and/or Federal guidelines. COUNTY may provide additional instructions on reporting  
28 requirements.

1 C. CONTRACTOR shall participate in the COUNTY'S Management Information System  
2 (MIS) as required by the DIRECTOR, or his designee. CONTRACTOR is required to report  
3 program, individuals served and staff data about the CONTRACTOR'S program and  
4 services, by the fifth (5<sup>th</sup>) working day of each month.

5 D. Any change in administrator of the facility shall be reported to COUNTY. Such  
6 notification shall include the new administrator's name, address and qualifications.

7 XVI

8 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

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

15 XVII

16 CONFIDENTIALITY OF PARTICIPANT INFORMATION:

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

26 A. The CONTRACTOR shall protect from unauthorized disclosure, confidential  
27 participant identifying information obtained or generated in the course of providing services  
28 pursuant to this Agreement except for non-identifying statistical information. The  
29

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

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

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

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

19 E. Notification of Electronic Breach or Improper Disclosure: During the term of this  
20 Agreement, CONTRACTOR shall notify COUNTY, immediately upon discovery of any  
21 breach of Protected Health Information (PHI) and/or data, where the information and/or  
22 data is reasonably believed to have been acquired by an unauthorized person. Immediate  
23 notification shall be made to the COUNTY Mental Health Compliance Officer within two (2)  
24 business days of discovery at (800) 413-9990. The CONTRACTOR shall take prompt  
25 corrective action to cure any deficiencies and any action pertaining to such unauthorized  
26 disclosure required by applicable Federal and State Laws and regulations. The  
27 CONTRACTOR shall investigate such breach and provide a written report of the  
28 investigation to the COUNTY Mental Health Compliance Officer, postmarked within thirty  
29

1 (30) working days of the discovery of the breach to the address below:

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

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

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

21 H. The CONTRACTOR shall utilize a commercial encryption solution that has received  
22 FIPS 140 -2 validation to encrypt all confidential, personal, or sensitive data stored on  
23 portable electronic media (including, but not limited to, CDs, thumb drives) and on portable  
24 computing devises (including, but not limited to, laptop and notebook computers).

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

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

5 K. The CONTRACTOR shall protect from unauthorized disclosure, confidential  
6 participant identifying information obtained or generated in the course of providing services  
7 pursuant to this Agreement except for non-identifying statistical information. The  
8 CONTRACTOR shall not use identifying information for any purpose other than carrying out  
9 the CONTRACTOR'S obligations under this Agreement. Disclaimer: COUNTY makes no  
10 warranty or representation that compliance by CONTRACTOR with these Provisions,  
11 HIPAA or HIPAA regulations will be adequate or satisfactory for CONTRACTOR's own  
12 purposes or that any information in CONTRACTOR's possession or control, or transmitted  
13 or received by CONTRACTOR, is or will be secure from unauthorized use or disclosure.  
14 CONTRACTOR is solely responsible for all decisions made by CONTRACTOR regarding  
15 the safeguarding of PHI.

16 L. Interpretation: The terms and conditions in these Provisions shall be interpreted as  
17 broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and  
18 applicable State laws. The parties agree that any ambiguity in the terms and conditions of  
19 these Provisions shall be resolved in favor of a meaning that complies and is consistent  
20 with HIPAA and the HIPAA regulations.

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

24 XVIII

25 RECORDS:

26 All records shall be available for inspection by the designated auditors of COUNTY,  
27 State Department of Health Care Services, State Department of Justice, State Department  
28 of Mental Health Services and Oversight and Accountability Commission, U.S. Department  
29 of Health and Human Services and the U.S Office of the Inspector General at reasonable

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

10 A. Program Participant Records. CONTRACTOR shall adhere to the authority of  
11 COUNTY, the State Department of Health Care Services, the State Department of  
12 Oversight and Accountability. CONTRACTOR shall maintain adequate participant records  
13 on each participant, program outcome measures, and records of service provided by the  
14 various staff in sufficient detail to make an evaluation of the effectiveness of the program  
15 services.

16 B. Financial Records. CONTRACTOR shall maintain complete financial records that  
17 clearly reflect the cost of each type of service for which payment is claimed. Any  
18 apportionment of costs shall be made in accordance with generally accepted accounting  
19 principles and shall evidence proper audit trails reflecting the true cost of the services  
20 rendered. Statistical data shall be kept and reports made as required by the DIRECTOR,  
21 or his designee, and the State of California. All such records shall be available for  
22 inspection by the designated auditors of COUNTY or State at reasonable times during  
23 normal business hours.

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

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

1 E. Shared Records/Information. CONTRACTOR and COUNTY shall maintain a  
2 reciprocal shared record and information policy, which allows for sharing of participant  
3 records and information between CONTRACTOR and COUNTY. Either COUNTY or  
4 CONTRACTOR shall not release these participant records or information to a third party  
5 without a valid authorization.

6 F. Property of participant records. COUNTY is the owner of all participant records. In  
7 the event that the Agreement is terminated, the CONTRACTOR is required to prepare and  
8 box the participant records so they can be archived by the County, according to procedures  
9 developed by the County. The COUNTY is responsible for taking possession of the  
10 records and storing them according to regulatory requirements. The COUNTY is required to  
11 provide the CONTRACTOR with a copy of any participant record that is requested by the  
12 CONTRACTOR, as required by regulations, at no cost to the CONTRACTOR, and in a  
13 timely manner.

#### 14 XIX

#### 15 STAFFING:

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

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

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

6           2. Personnel policies and procedures;

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

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

10          c. List of Training, including cultural competency;

11          d. Annual job performance evaluation; and,

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

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

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

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

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

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

28          G. In accordance with section 6032 of the Deficit Reduction Act of 2005, Contractor  
29 shall establish and disseminate written policies for all employees that include detailed



1 information about the False Claims Act and the other provisions named in section  
2 1902(a)(68)(A). Included in these written policies shall be detailed information about  
3 contractor's policies and procedures for detecting and preventing fraud, waste, and abuse  
4 in federal, state and local health care programs. Contractor shall also include in any  
5 employee handbook a specific discussion of the laws described in the written policies, the  
6 rights of employees to be protected as whistleblowers, and a specific discussion of  
7 Contractor's policies and procedures for detecting and preventing fraud, waste and abuse.

8 H. CONTRACTOR shall follow all Federal, State and County policies, laws and  
9 regulations regarding Staffing and/or Employee compensation. All payments or  
10 compensation made to CONTRACTOR Staff, Personnel and/or Employees in association  
11 with the fulfillment of this agreement shall be made by means of Staff, Personnel and/or  
12 Employee Certified Payroll or other auditable documentation justifying the payment or  
13 compensation.

14 XX

15 CULTURAL COMPETENCY:

16 CONTRACTOR shall provide services pursuant to this Agreement in a culturally  
17 competent manner by recruiting, hiring and maintaining staff that can deliver services in the  
18 manner specified to the diverse cultural population served under this Agreement.  
19 CONTRACTOR shall provide services in a language appropriate and culturally sensitive  
20 manner, in a setting accessible to diverse communities. Multi-cultural diversity includes,  
21 but is not limited to, ethnicity, age, sexual preference, gender and persons who are  
22 physically challenged. CONTRACTOR shall document its efforts to provide culturally  
23 adaptive services in the manner specified. Documentation may include, but not be limited  
24 to, the following: records in personnel files attesting to efforts made in recruitment and  
25 hiring practices; participation in COUNTY sponsored and other cultural competency  
26 training; the availability of literature in multiple languages/formats as appropriate; and  
27 identification of measures taken to enhance accessibility for, and sensitivity to,  
28 mentally/physically challenged individuals. CONTRACTOR shall demonstrate program  
29 access; linguistically appropriate and timely program service delivery; staff training; and

1 organizational policies and procedures related to the programs offered to culturally diverse  
2 populations. CONTRACTOR shall perform specific outcome studies, on-site reviews and  
3 written reports as requested by COUNTY and make available to the COUNTY upon  
4 request. CONTRACTOR shall provide services that meet the individual cultural needs of  
5 the participant(s) served. CONTRACTOR shall ensure culturally competent services  
6 includes:

- 7 1. A comprehensive management strategy to address culturally and linguistically  
8 appropriate services, including strategic goals, plans, policies, procedures, and  
9 designated staff responsible for implementation.
- 10 2. Appropriate interventions which acknowledge specific cultural influences.
- 11 3. CONTRACTOR agrees to comply with the COUNTY'S Cultural Competency Plan  
12 as set forth in the Department's approved Cultural Competency Plan. The Cultural  
13 Competency Plan may be obtained from the department's website at  
14 <http://rcdmh.org/opencms> or by contacting the COUNTY'S Cultural Competency  
15 Manager or designee.

16 Riverside County Department of Mental Health Cultural Competency Program

17 P.O. Box 7549

18 Riverside, California 92513

19 Attention: Cultural Competency Manager

20 Fax: 951-955-7206

- 21 4. CONTRACTOR agrees to meet with COUNTY'S Cultural Competency  
22 Program Manager, as needed, to provide technical assistance in determining and  
23 implementing cultural competency activities.
- 24 5. CONTRACTOR will be responsible for participating in cultural competency  
25 trainings as required by the COUNTY'S Cultural Competency Plan. In order to  
26 attend the COUNTY offered trainings, CONTRACTOR must register on-line through  
27 the department's training unit.
- 28 6. CONTRACTOR is responsible for reporting back to the COUNTY, annually in  
29 writing, all cultural competency related trainings that staff members have attended.  
The following format is recommended:

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

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

XXI

INFORMING MATERIALS

CONTRACTOR shall provide each participant with certain informing materials about the program being provided and what outcomes shall be experienced by participating in the PEI Program. CONTRACTOR's stationery/letterhead and informing materials used for communication associated with COUNTY's Peer Support & Resource Center services shall indicate that funding for the services is provided in whole or in part by the Riverside County Department of Mental Health (RCDMH), Mental Health Services Act (MHSA), Prevention and Early Intervention (PEI).

XXII

CONFLICT OF INTEREST:

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

XXIII

WAIVER OF PERFORMANCE:

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

4 XXIV

5 FEDERAL AND STATE STATUTES:

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

9 XXV

10 DRUG-FREE WORKPLACE CERTIFICATION:

11 By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury  
12 under the laws of the State of California that the CONTRACTOR will comply with the  
13 requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et  
14 seq.) and will provide a drug-free workplace doing all of the following.

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

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

- 21 1. The dangers of drug abuse in the workplace;
- 22 2. The CONTRACTOR'S policy of maintaining a drug-free workplace;
- 23 3. Any available counseling, rehabilitation, and employee assistance programs;
- 24 and,
- 25 4. Penalties that may be imposed upon employees for drug abuse violations.

26 C. Provide as required by Government Code Section 8355 (a) that every employee  
27 who works in the program(s) funded through this Agreement:

- 28 1. Will receive a copy of the CONTRACTOR'S drug-free policy statement, and
- 29

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

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

- 7 1. The CONTRACTOR has made a false certification or,
- 8 2. Violates the certification by failing to carry out the requirements as noted  
9 above.

10 XXVI

11 TERMINATION PROVISIONS:

12 A. Either party may terminate this Agreement without cause, upon sixty (60) days  
13 written notice served upon the other party.

14 B. The COUNTY may terminate this Agreement upon thirty (30) days written notice  
15 served upon the CONTRACTOR if sufficient funds are not available for the continuation of  
16 services.

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

20 D. The COUNTY may terminate this Agreement with (30) days written notice due to a  
21 change in status, or delegation, assignment or alteration of the Agreement.

22 E. The COUNTY may terminate this Agreement immediately if, in the opinion of the  
23 Director of Mental Health, CONTRACTOR fails to provide for the health and safety of  
24 participant(s) served under this Agreement. In the event of such termination, the COUNTY  
25 may proceed with the work in any manner deemed proper to the COUNTY.

26 F. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY  
27 may take one or more of the following actions as appropriate:

- 28 1. Temporarily withhold payments pending correction of the deficiency.
- 29 2. Disallow (deny funds) for all or part of the cost or activity not in compliance.

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

3 G. After receipt of the Notice of Termination, pursuant to Paragraphs A, B, C, D, E or F  
4 above, or the CONTRACTOR is notified that the Agreement will not be extended beyond  
5 the performance period date, it is agreed that:

6 1. CONTRACTOR shall:

7 a. Continue to provide the same level of service as previously required under  
8 the terms of this Agreement until the date of termination

9 b. Stop all services under this Agreement on the date, and to the extent  
10 specified, in the Notice of Termination;

11 c. If participants are to be transferred to another program for services, furnish to  
12 COUNTY, upon request, all participant information and documents deemed  
13 necessary by COUNTY to affect an orderly transfer;

14 d. If appropriate, assist COUNTY in effecting the transfer of participants in a  
15 manner consistent with the best interest of the participants' welfare;

16 e. Cancel outstanding commitments covering the procurement of materials,  
17 supplies, equipment and miscellaneous items. In addition, CONTRACTOR shall  
18 exercise all reasonable diligence to accomplish the cancellation of outstanding  
19 commitments required by this Agreement. With respect to these canceled  
20 commitments, the CONTRACTOR agrees to provide a written plan to Director (or  
21 his designee) within thirty (30) days for settlement of all outstanding liabilities and  
22 all claims arising out of such cancellation of commitments. Such plan shall be  
23 subject to the approval or ratification of the COUNTY, which approval or  
24 ratification shall be final for all purposes of this clause;

25 f. Transfer to COUNTY and deliver in the manner, at the times, and to the extent,  
26 if any, as directed by COUNTY, any equipment, records or other documents  
27 which, if the Agreement had been completed, would have been required to be  
28 furnished to COUNTY; and  
29

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

5 H. COUNTY shall continue to pay CONTRACTOR at the same rate as previously  
6 allowed until the date of termination, as determined by the Notice 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 reserves  
9 the right to enter into settlement talks with the CONTRACTOR in order to resolve any  
10 remaining and/or outstanding contractual issues, including but not limited to, financials,  
11 services, billing, cost report, etc. In such instances of settlement and/or litigation,  
12 CONTRACTOR will be solely responsible for associated costs for their organizations legal  
13 process pertaining to these matters including, but not limited to, legal fees, documentation  
14 copies, and legal representatives. CONTRACTOR further understands that if settlement  
15 agreements are entered into in association with this agreement, the COUNTY reserves the  
16 right to collect interest on any outstanding amount that is owed by the CONTRACTOR back  
17 to the COUNTY at a rate of no less than 5% of the balance.

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

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

23  
24  
25  
26 XXVII

27 DISPUTE:

28 In the event of a dispute between a designee of the DIRECTOR and the  
29 CONTRACTOR over the execution of the terms of this Agreement and/or the quality of the

1 services being rendered, the CONTRACTOR may file a written protest with the appropriate  
2 Program/Regional Manager of the COUNTY. CONTRACTOR shall continue with the  
3 responsibilities under this agreement during any dispute. The Program/Regional Manager  
4 shall respond to the CONTRACTOR in writing within ten (10) working days. If the  
5 CONTRACTOR is dissatisfied with the Program/Regional Manager's response the  
6 CONTRACTOR may file successive written protests up through the Department of Mental  
7 Health's administrative levels of Assistant Director-Programs, Assistant Director-  
8 Administration, and (finally) DIRECTOR. Each administrative level shall have twenty (20)  
9 working days to respond in writing to the CONTRACTOR. The DIRECTOR'S decision shall  
10 be final.

11 XXVIII

12 SEVERABILITY:

13 If any provision of this Agreement or application thereof to any person or circumstances  
14 shall be declared invalid by a court of competent jurisdiction, or is in violation of any  
15 Federal, State, or COUNTY statute, ordinance, or regulation, the remaining provisions of  
16 this Agreement or the application thereof shall not be invalidated thereby and shall remain  
17 in full force and effect, and to that extent the provisions of this Agreement are declared  
18 severable.

19 XXIX

20 VENUE:

21 The Agreement shall be construed and interpreted according to the laws of the State of  
22 California. Any action at law or in equity brought by either of the parties hereto for the  
23 purpose of enforcing a right or rights provided by this Agreement shall be tried in a court of  
24 competent jurisdiction in the COUNTY OF RIVERSIDE, CALIFORNIA, and the parties  
25 hereby waive all provisions of law providing for a change of venue in such proceedings in  
26 any other county.



XXX

NOTICES:

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

COUNTY:

County of Riverside  
Board of Supervisors  
4080 Lemon Street, 5<sup>th</sup> floor  
Riverside, CA 92501

INFORMATIONAL COPY:

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

CONTRACTOR:

Recovery Innovations, Inc.  
2701 N. 16<sup>th</sup> Street, Suite 316  
Phoenix, AZ 85006

1 EXHIBIT A  
2 SCOPE OF SERVICE  
3

4 **CONTRACTOR NAME: Recovery Innovations, Inc.**

5 **SITE ADDRESS: Art Works Gallery, 3741 Sixth Street, Riverside, CA 92501**

6 **DEPARTMENT I.D.: 4100209282-74700-536240 RU#33MJNA**

7 **A. MISSION OF THE CONTRACT:**

8 Through the on-going Mental Health Services Act (MHSA) Community Planning Process,  
9 creative arts programming and peer to peer supports continues to surface as a priority need  
10 identified by Stakeholders. Creative arts when offered as a part of the treatment intervention have  
11 proven to positively impact quality of life, wellness and recovery for its participants. The Art Works  
12 program combines four essential elements- creative art therapies, vocational training, peer-driven  
13 wellness and recovery, and anti-stigma outreach- to improve the lives of the people it serves.  
14 Community-based creative arts also serves as a means for engaging consumers into treatment  
15 and peer support services as well as underserved and unserved target populations in Riverside  
16 County.

17 The long term vision would be to provide opportunities for peer-based recovery and creative  
18 art programming in all regions of Riverside County, to any county clinic or community organization  
19 recommended by the department, and the Peer Support and Recovery Centers. The Art Works  
20 programs will be delivered by a variety of peer support specialists, peer artists, local artists and  
21 professional educators. Through the peer artist outreach efforts the Department envisions Art  
22 Works building strong relationships with community based organizations and local art  
23 communities.

24 The CONTRACTOR will provide community-based, peer-delivered art education within  
25 Riverside County. County clinics will be among the locations where services are delivered.

26 **B. GOALS AND OBJECTIVES:** The goals of the Art Works are to:

- 27
  - 28 **▪ Increase the quality of life for consumers and their family members through artistic therapy and education.**

- 1     ▪ Continue to evaluate the impact and usefulness of peer-delivered art education within the
- 2       Riverside County Mental Health system.
- 3     ▪ Increase access to art education to underserved communities in Riverside County.
- 4     ▪ Promote collaboration with organizations providing mental health services.

5     **C.     SERVICES TO BE PROVIDED BY THE CONTRACTOR:**

6       Art Works has a team of peer support specialists, peer artists, local artists, and

7       professional educators who together facilitate a creative arts therapy program of peer-based

8       recovery and creative arts education throughout Riverside County. This will contribute to

9       wellness and recovery by offering peer-delivered arts services on consumers receiving

10      services through the Riverside County Department of Mental Health.

11      It will demonstrate a combination of art therapy, peer-delivered educational and support

12      opportunities – and work to engage consumers to take the next steps in their recovery by

13      utilizing art therapy education and thereby becoming less reliant on direct mental health

14      services.

15      The curriculum consists of peer delivered creative arts therapy to aid in the consumer's

16      recovery. The artwork and other projects created by the peers, and family members will be

17      exhibited (for visual arts) and performed (for performance art) throughout Riverside County.

18      Art Works builds bridges within the community, encouraging interagency collaboration, by

19      involving local artists, art organizations, schools, and other nonprofits at the grassroots level.

20      The arts are a point around which groups from many different organizations collaborate,

21      which is an essential part of a civic community. Building these bridges will create programs

22      that promote essential aspects of mental health recovery: individual expression, positive

23      community recognition (in a role other than "mental health client"), group participation,

24      introduction to community roles and possibilities outside of mental health system, educational

25      opportunities, vocational training, and paid employment.

1 **D. GEOGRAPHICAL AREAS TO BE SERVED:**

2 Art Works will provide a creative arts program that will be available in all regions of  
3 Riverside County. Services will be delivered in underserved communities throughout  
4 Riverside County.

5 **E. POPULATION TO BE SERVED:**

6 Art Works will provide services to consumers with serious emotional disorder and/or  
7 serious mental illness, and their families. It will also provide supports for individuals who  
8 have co-occurring substance abuse disorders, are dually diagnosed, or have other  
9 disabilities. Art Works will target, and outreach to, underserved populations including  
10 Hispanic, Native American, Gay, Lesbian, Bi-Sexual, and Transgender (GLBT) populations.  
11 Services will be tailored to address each community's specific needs.

12 **F. STAFFING:**

13 Paid staff positions shall be filled by present or former consumers of mental health  
14 services unless otherwise approved by the Department. A list of paid staff (personnel roster)  
15 by name and title will be provided to the program monitor initially, and whenever there is a  
16 change in status in the staffing (vacancies, new hires, etc.). All paid staff will have a valid CA  
17 driver's license, or CA-issued photo ID card, a copy of which is to be kept in their personnel  
18 file.

19 Job duty statements will be provided to the program monitor initially and whenever they  
20 are revised. Job performance objectives shall be established with each paid staff member  
21 and reviewed, assessed, and revised annually.

22 Personnel policies and procedures shall be available to all employees, and new or  
23 revised personnel policies provided to each employee as they are implemented.

24 Personnel action reports of all changes in status of the employee shall be filed in the  
25 personnel record, and reported to the program monitor monthly.

1 A written staff training plan shall be developed, discussed with staff, and provided to the  
2 Department when requested. Staff training will be reported to the program monitor monthly  
3 (title of training; staff who completed the training, date of the training).

4 Participation in outside training seminars and workshops shall be encouraged. The  
5 program monitor will inform the CONTRACTOR when there is a Department training that  
6 may be of value to the CONTRACTOR'S staff.

7 Employment of bilingual and bicultural staff is highly recommended.

8 **G. OUTCOME AND PERFORMANCE MEASURES:**

9 Outcome measures will focus on the impact on consumers receiving the service in non-  
10 traditional and County clinic settings, as well as for consumers providing the services. It will  
11 also address the impact on the consumer's own recovery and on those individuals in the  
12 agencies where services are being provided.

13 Several measurement instruments will be developed in collaboration with RCDMH,  
14 including pre and post surveys for consumers participating and providing the service as well  
15 as for agencies hosting the service.

16 **H. CONTRACTOR REPORTING REQUIREMENTS:**

17 CONTRACTOR will submit activity and performance reports to the COUNTY's program  
18 monitor, using a report format and timetable approved by the COUNTY, and which is  
19 consistent with the COUNTY's MHSA reporting.  
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EXHIBIT B

LAWS, REGULATIONS AND POLICIES

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

General Regulations

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

Government Code 26227 (Contracting with County)

Adult System of Care

California Welfare and Institutions Code Sections 5689 et seq.

Case Management/Service Regulations

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

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

Welfare and Institutions Code 17608.05 (Maintenance of Effort)

42 Code of Federal Regulations 438.608 (Program Integrity Requirements)

California Welfare & Institutions Code Sections 5600.4 and 5699.4.

Charges and Billing (Financial Regulations)

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

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

Government Code 8546.7 (Audits)

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

Centers for Medicare and Medicaid Services Manual

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Child Abuse Reporting/Child Support

California Penal Code Sections 11164 – 11174.4 et seq.

Family Code, Section 5200 (Child Support)

Children System of Care

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

Community Care Facilities

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

Community Residential Treatment Program

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

California Welfare & Institutions Code Section 5670 et seq.

California Code of Regulations, Title 22, Division 6.

Confidentiality

California Welfare & Institutions Code Section 5328

California Welfare & Institutions Code Section 5330 (Monetary Penalties)

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

Elderly and Dependent Adult Abuse Reporting

California Welfare & Institutions Code Sections 15600 et seq.

Health Care Facilities

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

Homeless Mentally Disabled

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

1 California Welfare & Institutions Code Section 5680 et seq.  
2 Life Support  
3 California Welfare & Institutions Code Section 4075 to 4078  
4 DMH Letter 03-04 (Health Care Facility Rates)  
5 DMH Letter 86-01 (Life Support Supplemental Rate)  
6 Medication Protocol  
7 Riverside County Mental Health "Psychotropic Medication Protocols for Children and  
8 Adolescents" Publication  
9 Riverside County Mental Health "Medication Guidelines" Publication  
10 Minors in Health Care Facilities  
11 California Welfare & Institutions Code Section 5751.7  
12 Negotiated Net Amount and Negotiated Net Agreements  
13 California Welfare and Institutions Code Sections 5705 to 5716  
14 Non Discrimination  
15 Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.)  
16 California Fair Employment and Housing Act, Government Code Section 12900 et seq.  
17 California Code of Regulations, Title 2, Section 7285 et seq.  
18 Section 504 of the Rehabilitation Act of 1973, Public Law 93-112 (Non-Discrimination)  
19 Patients Rights  
20 California Welfare & Institutions Code Sections 5325 et seq.  
21 California Code of Regulations, Title 22, Section 70707  
22 Policies  
23 California Code of Regulations, Title 9, Section 1810.226 (State Department of Mental  
24 Health Policy Letters)  
25 Harassment in the Workplace, Board of Supervisors Policy C-25  
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Workplace Violence, Threats and Security, Board of Supervisors Policy C-27

County and Departmental policies, as applicable to this Agreement

Quality Assurance

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

Short-Doyle/Medi-Cal

California Code of Regulations, Title 22, Division 3

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

Social Rehabilitation Programs

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

Special Education Pupils (AB 3632)

California Welfare & Institutions Code Section 18350 et seq.

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

Voter Registration

National Voter Registration Act of 1993

Rev. 03/10/04 nae

**EXHIBIT C  
REIMBURSEMENT & PAYMENT**

**CONTRACTOR NAME:** Recovery Innovations, Inc.

**PROGRAM NAME:** MHSa CSS – Art Works Peer Recovery Support Services

**DEPARTMENT ID:** 4100209282-74700-536240 – RU#: 33MJNA

**A. REIMBURSEMENT:**

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

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

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

2. CONTRACTOR Schedule I issued by COUNTY for budget purposes is attached hereto and by this reference incorporated herein.

3. The final year-end settlement shall be based upon the final year end settlement type or types as indicated by an "X" below (please mark all that apply):

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

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

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\_\_\_\_\_ The final year-end settlement for Net Negotiated Amount contract(s) (only) shall be based upon the Net Negotiated Amount, as approved by COUNTY, and not to exceed percentage(s) or amount(s) as specified in the original contract proposal received and approved by the COUNTY.

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

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

**B. MAXIMUM OBLIGATION:**

COUNTY'S maximum obligation for FY 2013/2014 shall be \$187,167 subject to availability of Federal, State, local and/or COUNTY funds.

**C. BUDGET:**

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

**D. REVENUES:**

If, when and/or where applicable:

1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the Welfare & Institutions Code, and as further contained in the State Department of Health Care Services Revenue Manual, Section 1, 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 funds. All revenues received by CONTRACTOR shall be reported in their annual Cost Report, and shall be used to offset gross cost.

- 1 2. CONTRACTOR shall be responsible for checking and confirming Medi-  
2 Cal eligibility for its patient(s)/client(s) prior to the patient(s)/client(s)  
3 receiving services(s) and prior to services being billed in order to ensure  
4 proper billing or Medi-Cal eligible services for all applicable  
5 patient(s)/clients(s).
- 6 3. Patient/client eligibility for reimbursement from Medi-Cal, Private  
7 Insurance, Medicare, or other third party benefits shall be determined by  
8 the CONTRACTOR at all times for billing or service purposes.  
9 CONTRACTOR shall pursue payment from all potential sources in  
10 sequential order, with Short/Doyle Medi-Cal as payor of last resort.
- 11 4. CONTRACTOR is to attempt to collect first from Medicare (if site is  
12 Medicare certified), then insurance and then first party. In addition,  
13 CONTRACTOR is responsible for adhering to and complying with all  
14 applicable Federal, State and local Medi-Cal and Medi-Care laws and  
15 regulations as it relates to providing services to Medi-Cal and Medi-Care  
16 beneficiaries.
- 17 5. If a client has both Medicare or insurance and Medi-Cal coverage, a copy  
18 of the Medicare or insurance Explanation of Benefits (EOB) must be  
19 provided to the COUNTY within thirty (30) days of receipt.
- 20 6. CONTRACTOR is obligated to collect from the client any Medicare co-  
21 insurance and/or deductible if the site is Medicare  
22 certified. CONTRACTOR is required to clear any Medi-Cal Share of Cost  
23 amount (s) with the State. CONTRACTOR is obligated to attempt to  
24 collect the cleared Share of Cost amount (s) from the client.  
25 CONTRACTOR must notify the COUNTY in writing of cleared Medi-Cal  
26 Share of Cost (s) within seventy two (72) hours (excluding holidays) of the  
27 CONTRACTOR'S received notification from the State. Patients/clients  
28 with share of cost Medi-Cal shall be charged their monthly Medi-Cal share  
29 of cost in lieu of their annual liability. Medicare clients will be responsible  
30 for any co-insurance and/or deductible for services rendered at Medicare  
31 certified sites.

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

19 **E. REALLOCATION OF FUNDS:**

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

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

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

8 F. RECOGNITION OF FINANCIAL SUPPORT:

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

12 G. PAYMENT:

- 13 1. Monthly reimbursements may be withheld at the discretion of the Director  
14 or its designee due to material contract non-compliance, including audit  
15 disallowances invoice or contract overpayment and/or adjustments or  
16 disallowances resulting from the COUNTY Contract Monitoring Review  
17 (CMT), Program Monitoring and/or the Cost Report  
18 Reconciliation/Settlement process.
- 19 2. In addition, if the COUNTY determines that there is any portion (or all) of  
20 the CONTRACTOR invoice(s) that cannot be substantiated, verified or  
21 proven to be valid in any way for any fiscal year, then the COUNTY  
22 reserves the right to disallow and/or withhold current and/or future  
23 payments from CONTRACTOR until valid, substantial proof of any and/or  
24 all items billed for is received, verified and approved by the COUNTY.
- 25 3. In addition to the CMT, Program Monitoring, and Cost Report  
26 Reconciliation/Settlement processes, the COUNTY reserves the right to  
27 perform periodic service deletes and denial monitoring for this agreement  
28 throughout the fiscal year in order to minimize and/or potentially prevent  
29 COUNTY and CONTRACTOR loss. The COUNTY, at its discretion, may  
30 withhold and/or offset invoices and/or monthly reimbursements to  
31 CONTRACTOR, at any time without prior notification to CONTRACTOR,

1 for service deletes and denials that may occur in association with this  
2 agreement. COUNTY shall notify CONTRACTOR of any such instances  
3 of services deletes and denials and subsequent withholds and/or  
4 reductions to CONTRACTOR invoices or monthly reimbursements.

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

28 5. The CONTRACTOR shall work with the COUNTY to generate a monthly  
29 invoice for payment (through the ELMR system batching process) and the  
30 COUNTY will work with the CONTRACTOR to access data in the ELMR  
31 system for the CONTRACTOR to provide a quarterly report to their

1 designated COUNTY Region/Program describing outcomes, and  
2 progress updates and services delivered based upon the contracts Exhibit  
3 A "Scope of Work".

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

8 H. COST REPORT:

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

15 \_\_\_\_\_ Thirty (30) calendar days following the end of each fiscal year (June  
16 30<sup>th</sup>), the expiration or termination of the contract, whichever occurs  
17 first.

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

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

- 24 2. The Cost Report shall detail the actual cost of services provided. The  
25 Cost Report shall be provided in the format and on forms provided by the  
26 COUNTY.
- 27 3. CONTRACTOR shall follow all applicable Federal, State and local  
28 regulations and guidelines to formulate proper cost reports, including but  
29 not limited to OMB-circular A-122, OMB-circular A87, etc. .
- 30 4. It is mandatory that the CONTRACTOR send one representative to the  
31 cost report training annually that is held by COUNTY that covers the



1 preparation of the year-end Cost Report. The COUNTY will notify  
2 CONTRACTOR of the date(s) and time(s) of the training. Attendance at  
3 the training is mandatory annually in order to ensure that the Cost Reports  
4 are completed appropriately. Failure to attend this training may result in  
5 delay of payment to the CONTRACTOR.

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

30 I. BANKRUPTCY:

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

7 J. AUDITS:

- 8 1. CONTRACTOR agrees that any duly authorized representative of the  
9 Federal Government, the State or COUNTY shall have the right to audit,  
10 inspect, excerpt, copy or transcribe any pertinent records and  
11 documentation relating to this Agreement or previous Agreements in  
12 previous years.
- 13 2. If this contract is terminated in accordance with Section XXIX,  
14 TERMINATION PROVISIONS, COUNTY, Federal and/or State  
15 governments may conduct a final audit of the CONTRACTOR. Final  
16 reimbursement to CONTRACTOR by COUNTY shall not be made until all  
17 audit results are known and all accounts are reconciled. Revenue  
18 collected by CONTRACTOR during this period for services provided  
19 under the terms of this Agreement will be regarded as revenue received  
20 and deducted as such from the final reimbursement claim.
- 21 3. Any audit exception resulting from an audit conducted by any duly  
22 authorized representative of the Federal Government, the State or  
23 COUNTY shall be the responsibility of the CONTRACTOR. Any audit  
24 disallowance adjustments may be paid in full upon demand or withheld at  
25 the discretion of the Director of Mental Health against amounts due under  
26 this Agreement or Agreement(s) in subsequent years.
- 27 4. The COUNTY will conduct Program Monitoring Review and/or Contract  
28 Monitoring Review (CMT). Upon completion of monitoring, Contractor will  
29 be mailed a report summarizing the results of the site visit. If and when  
30 necessary, a corrective Action Plan will be submitted by CONTRACTOR  
31 within thirty (30) calendar days of receipt of the report. CONTRACTOR'S

1 failure to respond within thirty (30) calendar days will result in withholding  
2 of payment until the corrective plan of action is received.  
3 CONTRACTOR'S response shall identify time frames for implementing  
4 the corrective action. Failure to provide adequate response or  
5 documentation for this or previous year's Agreements may result in  
6 contract payment withholding and/or a disallowance to be paid in full upon  
7 demand.

8 K. DATA ENTRY:

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



# Mental Health Services Act Indirect Program Integrity Form

**Contractor Name:** \_\_\_\_\_

**Billing Month & Year:** \_\_\_\_\_

**Program RU & Name:** \_\_\_\_\_

**Dept Id.:** \_\_\_\_\_

**Billing Amount:** \_\_\_\_\_

**Bill Enum # (from Provider Connect):** \_\_\_\_\_

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

**Contractor representative name:** \_\_\_\_\_

**Contractor representative signature:** \_\_\_\_\_

**Date Submitted to County:** \_\_\_\_\_

*Please submit completed form to: [ELMR\\_PIF@rcmhd.org](mailto:ELMR_PIF@rcmhd.org) OR to 951-955-7361*

**SCHEDULE I  
MENTAL HEALTH**

CONTRACT PROVIDER NAME: RECOVERY INNOVATIONS, INC.			FISCAL YEAR: 2013/2014	
PROGRAM NAME: ART WORKS PEER SERVICES			MONTHLY REIMBURSEMENT:	NEGOTIATED RATE
REGION/POPULATION: MHSA TREATMENT			YEAR END SETTLEMENT:	ACTUAL COST
DEPT ID/PROGRAM:	4100209282 - 74700- 536240	MHSA-CSS	SYSTEM RU #:	33MJNA
<b>INDIRECT SERVICES</b>				
TYPE OF MODALITY	INDIRECT SERVICES			TOTAL
RU#(s):	33MJNA			
MODE OF SERVICE:	45 (Outreach Services)			
SERVICE FUNCTION:	20 (Community Client Services)			
PROCEDURE CODES:	620NB	CPT CODES		
UNIT MEASUREMENT:	HOURS	MINUTES		
NUMBER OF UNITS:	4,160	0		
COST PER UNIT:	\$44.99	\$0.00		
GROSS COST:	\$187,167	\$0		\$187,167
AUTHORIZATION	146080			
<b>LESS REVENUES COLLECTED BY CONTRACTORS:</b>				
A. PATIENT FEES	\$0	\$0	\$0	\$0
B. OTHER	\$0	\$0	\$0	\$0
TOTAL CONTRACTOR REVENUES	\$0	\$0	\$0	\$0
MAXIMUM OBLIGATION	\$187,167	\$0	\$0	\$187,167
<b>SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:</b>				
A: MEDI/CAL FFP	\$0	\$0	\$0	\$0
B: FEDERAL FUNDS	\$0	\$0	\$0	\$0
C: REALIGNMENT FUNDS	\$0	\$0	\$0	\$0
D: STATE FUNDS	\$0	\$0	\$0	\$0
E: COUNTY FUNDS	\$0	\$0	\$0	\$0
F: OTHER: MHSA CSS	\$187,167	\$0	\$0	\$187,167
TOTAL ( ALL FUNDING SOURCES)	\$187,167	\$0	\$0	\$187,167

FUNDING SOURCES DOCUMENT: 2013-2014 CLIB NET FUNDING

ADMIN SVCS ANALYST SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_  
Cindy Hagan, MHSA Administration, (951) 955-7120

FISCAL SERVICES SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

PREPARED BY: \_\_\_\_\_ Date: \_\_\_\_\_