

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

659



FROM: Department of Mental Health

SUBMITTAL DATE:

SUBJECT: Approval of the one year Agreements for FY14/15 with Recovery Innovations, Inc. (Desert Permanent Housing and Riverside Permanent Housing) to Provide Mental Health Services. (District: 1, 2 & 4) [\$1,300,000 ongoing]. State & Federal

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the one year Agreements for FY14/15 with Recovery Innovations, Inc. (Desert Permanent Housing and Riverside Permanent Housing) for mental health services for a combined aggregate of \$1,300,000 annually;
2. Authorize the Chairman of the Board to sign the Agreements with Recovery Innovations, Inc. (Desert Permanent Housing and Riverside Permanent Housing): and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 to increase or decrease the Agreements with Recovery Innovations, Inc. (Desert Permanent Housing and Riverside Permanent Housing) while staying within the approved aggregate amount of \$1,300,000 based upon the availability of funding and sign amendments that do not change the substantive terms of the Agreements through June 30, 2015.

(Continued on page 2)

JW:TS

Jerry Wengerd

Jerry Wengerd, Director
Department of Mental Health

FINANCIAL DATA	Current Fiscal Year	Next Fiscal Year	Total Cost	Ongoing Cost	POLICY/CONSENT (per Exec. Office)
COST	\$	\$ 1,300,000	\$ 1,300,000	\$ 1,300,000	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: 66% Federal, 34% State
Budget Adjustment: NO
For Fiscal Year: 14/15

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature

BY: *Jennifer J. Sargent*

Jennifer J. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: June 3, 2014
xc: Mental Health, Purchasing

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

Deputy

Prev. Agn. Ref.: 3.32 12/17/2013 | **District:** 1, 2 & 4 | **Agenda Number:**

3-57

FOR APPROVED COUNTY COUNCIL
 BY: *Imogene 5/14/14*
 Departmental Concurrence

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

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of the one year Agreements for FY14/15 with Recovery Innovations, Inc. (Desert Permanent Housing and Riverside Permanent Housing) to Provide Mental Health Services. (District: 1, 2 & 4) [\$1,300,000 ongoing]. State & Federal

DATE:

PAGE: Page 2 of 2

BACKGROUND:

Summary

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

On December 17, 2013 (3.32), the Board of Supervisors ratified the Consents to Assignment with Recovery Innovations, Inc. DMH has agreements for operation of Safehaven programs with Recovery Innovations, Inc. in the cities of Riverside and Coachella Valley which are known as "The Place" and "The Path" respectively.

The Safehavens operate 24 hours a day, 7 days a week, 365 days a year, and offer drop-in center services for persons who have been chronically homeless and also have serious mental health disorder(s). The Safehaven clientele includes Transitional Aged Youth (18-25), Adults (18-59), and Older Adults (60+). In addition, each of the Safehaven programs offer residential and non-residential treatment components that provide social services in non-intrusive low demand environments.

The residential component has a basic structure of 24-hour residency for an unspecified duration (no limit on length of stay), semi-private sleeping accommodations, common use of kitchen facilities, dining rooms, bathrooms, and overnight occupancy which is limited to 25 persons. The non-residential component consists of a drop-in center where food, clothing, bathroom, and laundry facilities are provided only to the intended service population on a drop-in basis.

Therefore, the DMH is requesting that the Board of Supervisors approve the one year Agreements with Recovery Innovations, Inc. to provide mental health services, 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.

Additional Fiscal Information

The Safehaven Agreements with Recovery Innovations, Inc. (Desert Permanent Housing and Riverside Permanent Housing) have sixty-six percent (66%) of the funding provided by Federal Housing and Urban Development (HUD) dollars and thirty-four percent (34%) of the funding provided by the State of California Mental Health Services Act (MHSA). There are sufficient funds in the Department's FY14/15 budget and no additional County funds are required.

Contract History and Price Reasonableness

These Agreements are scheduled for re-bid in FY14/15. 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

AGREEMENT MAXIMUM AMOUNTS

Vendor	Agreement Amount
Recovery Innovations Inc – Desert “The Path”	\$629,294
Recovery Innovations Inc – Riverside “The Place”	\$502,028
Reserve	\$168,678
Total Aggregate Amount	\$1,300,000

COUNTY OF RIVERSIDE
DEPARTMENT OF MENTAL HEALTH

b-9



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, the COUNTY wishes to extend to the residents of Riverside County certain mental health services contemplated and authorized by the California Welfare and Institutions Code (WIC) Section 5600 et seq., 5608 et seq., and Government Code Section 26227 et seq., California Code of Regulations, Title 9, Division 1, and Title 22, which the CONTRACTOR is equipped, staffed and prepared to provide; and

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

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

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

CONTRACTOR

By: [Signature]
Eugene Johnson, President/CEO
Print Name
Date: 4/18/14

COUNTY

By: [Signature]
Jeff Stone, Chairman
Board of Supervisors
Date: JUN 08 2014

COUNTY COUNSEL:

Pamela J. Walls
Approved as to form
By: [Signature]
Deputy County Counsel

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

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EXHIBIT A

EXHIBIT B

EXHIBIT C

Schedule I

I

1
2 DESCRIPTION OF SERVICES:

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

7 II

8 PERIOD OF PERFORMANCE:

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

13 III

14 REIMBURSEMENT AND USE OF FUNDS PAYMENT:

15 A. Reimbursement

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

23 B. Restrictions On Salaries

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

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

5 C. Union Organizing

- 6
- 7 1. CONTRACTOR will not assist, promote, or deter union organizing by
8 employees performing work on a state service contract, including a public
9 works contract.
 - 10 2. CONTRACTOR will not, for any business conducted under this Agreement,
11 use any state property to hold meetings with employees or supervisors, if the
12 purpose of such meetings is to assist, promote or deter union organizing unless
13 the state property is equally available to the general public for holding
14 meetings.
 - 15 3. If the CONTRACTOR incurs costs, or makes expenditures to assist, promote,
16 or deter union organizing, CONTRACTOR will maintain records sufficient to
17 show that no reimbursement from state funds has been sought for these costs,
18 and the CONTRACTOR shall provide those records to the County and then to
19 the Attorney General upon request.

20 D. Lobbying And Restrictions And Disclosures Certification

21
22 Applicable to federally funded contracts in excess of \$100,000 per Section 1352
23 Title 31, USC, Section 1352 and 45 CFR Part 93:

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

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

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

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

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

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

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

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25 E. Prohibition

26 Section 1352 of Title 31, U.S.C., provides in part that no Federal appropriated funds
27 may be expended to pay any person influencing or attempting to influence an officer
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1 or employee of any agency, a Member of Congress, an officer or employee of
2 Congress, or an employee of a Member of Congress in connection with any of the
3 following covered federal actions: the awarding of any federal contract, the making
4 of any federal grant, the making of any federal loan, entering into any cooperative
5 agreement, and the extension, continuation, renewal, amendment, or modification of
6 any federal contract, grant, loan or cooperative agreement.
7

8 F. National Provider Identifier (NPI)

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

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

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

11
12
13 1. In exercising the right to review or monitor CONTRACTOR's administrative,
14 clinical, fiscal, and program components, staff and facility(ies), the COUNTY
15 shall enforce applicable Agreement provisions and COUNTY policies with regards
16 to threats and violent behavior or harassment in the workplace concerning its
17 employees.

18
19 2. CONTRACTOR further agrees to authorize the COUNTY, under this Agreement,
20 to have access to all COUNTY consumers, to collaborate with treating staff, and to
21 review necessary documents to ensure that the consumer has received all necessary
22 assessments, all necessary treatment planning with measurable goals, and
23 documented progress towards goals.

24
25 3. CONTRACTOR agrees to allow COUNTY to collaborate with CONTRACTOR
26 personnel regarding COUNTY consumer aftercare services and continuity of care
27 with the COUNTY.
28

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

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

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

21 D. If this Agreement is terminated in accordance with Section XXVII, TERMINATION
22 PROVISIONS, COUNTY may conduct a final audit of the CONTRACTOR. Final
23 reimbursement to CONTRACTOR by COUNTY shall not be made until audit results
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1 are known and all accounts are reconciled. Revenue collected by CONTRACTOR
2 during this period for services provided under the terms of this Agreement will be
3 regarded as revenue received and deducted as such from the final reimbursement
4 claim.

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

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

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

25 V

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

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

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

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

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

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

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

15
16 VI

17 ADMINISTRATIVE CHANGE IN STATUS:

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

- 21 1. A change in status is defined as, but is not limited to, a name change not
22 amounting to a change of ownership, moving a facility's service location within
23 the same region, closing a facility with services being offered in another already
24 existing contracted facility, or change in services offered without an increase to
25 the Agreement maximum. Other changes to the Agreement may result in a more
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1 formal Agreement amendment. Involuntary changes of status due to disasters
2 should be reported to the COUNTY as soon as possible.

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

13
14 3. CONTRACTOR shall be responsible for updating this information, immediately
15 and in writing, when changes in CONTRACTOR'S emergency and/or after hour
16 contact information occurs during the fiscal year or prior to the end of the fiscal
17 year. Written CONTRACTOR'S updates of this information shall be provided
18 to the COUNTY in accordance with Section XXXI, NOTICES, of this
19 Agreement.
20

21 4. If there are any CONTRACTOR administrative changes, such as signatory
22 authority, management, site addresses, business locations, remittance addresses,
23 tax identification numbers, business ownership, etc., a letter, on
24 CONTRACTOR'S letterhead and signed by the CONTRACTOR'S Chairman of
25 the Board or President or Chief Executive Officer, or its designee, and/or a copy
26
27
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1 of CONTRACTOR's Board minutes authorizing the change(s), the appropriate
2 documentation must be submitted to COUNTY within two weeks of the change.

3 VII

4 DELEGATION AND ASSIGNMENT:

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

25 ALTERATION:

26 No alteration or variation of the terms of this Agreement shall be valid unless made
27 in writing and signed by the parties hereto. No oral understanding or agreement not
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1 incorporated herein, shall be binding on any of the parties hereto unless specifically made
2 in writing by both parties hereto.

3 IX

4 LICENSES:

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

19 X

20 INDEMNIFICATION:

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

9 XI

10 INSURANCE:

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

19 A. Workers' Compensation

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

1 B. Commercial General Liability

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

10 C. Fidelity Bond

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

22 D. Vehicle Liability

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

3 E. Professional Liability

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

20 F. General Insurance Provisions - All Lines

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

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

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

25 XII

26 LIMITATION OF COUNTY LIABILITY:

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

4 XIII

5 WARRANTY AGAINST CONTINGENT FEES:

6
7 CONTRACTOR warrants that no person or selling agency has been employed or
8 retained to solicit or secure this Agreement upon any agreement or understanding for any
9 commission, percentage, brokerage, or contingent fee, excepting bona fide employees or
10 bona fide established commercial or selling agencies maintained by CONTRACTOR for
11 the purpose of securing business. For CONTRACTOR'S breach or violation of this
12 warranty, COUNTY may, at its sole discretion, deduct from the Agreement price of
13 consideration, or otherwise recover, the full amount of such commission, percentage,
14 brokerage, or contingent fee.
15

16 XIV

17 NONDISCRIMINATION:

18
19 A. Employment

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

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

22

23 **B. Services, Benefits, and Facilities**

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

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

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

XV

PERSONS WITH DISABILITIES:

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

XVI

REPORTS:

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

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

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

16 1. Events reported shall include:

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

25 2. Information provided shall include the following:

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

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

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

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

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

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

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

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

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

1 2. Ensure that CONTRACTOR refers clients to alternative services if, when and
2 where applicable; and

3 3. Fund and/or provide alternative service if, when and where applicable.

4 Alternative services are services determined by the State to be accessible,
5 comparable, and provided within a reasonable period of time from another Mental
6 Health and/or Substance Abuse provider (or alternative provider if, when and
7 where applicable) to which the client has no objection.
8

9 XVII

10 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

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

20 CONFIDENTIALITY:

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

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

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

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

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

3 E. Notification of Electronic Breach or Improper Disclosure

4 During the term of this Agreement, CONTRACTOR shall notify COUNTY,
5 immediately upon discovery of any breach of Protected Health Information (PHI)
6 and/or data where the information and/or data is reasonably believed to have been
7 acquired by an unauthorized person. Immediate notification shall be made to the
8 COUNTY Mental Health Compliance Officer within two (2) business days of
9 discovery at (800) 413-9990. The CONTRACTOR shall take prompt corrective
10 action to cure any deficiencies and any action pertaining to such unauthorized
11 disclosures as required by applicable Federal, State and or County laws and
12 regulations. The CONTRACTOR shall investigate such breach and provide a written
13 report of the investigation to the COUNTY Mental Health Compliance Officer,
14 postmarked within thirty (30) working days of the discovery of the breach to the
15 address as follows:
16
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18

19 Attention: Mental Health Compliance Officer
20 Riverside County Department of Mental Health
21 P.O. Box 7549
22 Riverside, CA 92513
23

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

1 F. Safeguards

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

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

23 1. Passwords must not be:

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

1 b. A dictionary word; and

2 c. Stored in clear text

3 2. Passwords must be:

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

5 b. Changed every 90 days

6 c. Changed immediately if revealed or compromised

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

8 from the standard keyboard:

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

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

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

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

13
14
15 H. The CONTRACTOR shall implement the following security controls on each
16 workstation or portable computing device (e.g., laptop computer) containing
17 confidential, personal, or sensitive data:
18

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

20 2. Continuously updated anti-virus software; and

21 3. Patch management process including installation of all operating
22 system/software vendor security patches.
23

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

1 laptop and notebook computers). The CONTRACTOR shall not transmit
2 confidential, personal, or sensitive data via-e-mail or other internet transport
3 protocol unless the data is encrypted by a solution that has been validated by the
4 National Institute of Standards and Technology (NIST) as conforming to the
5 Advanced Encryption Standard (AES) Algorithm or Triple DES.
6

7 1. Mitigation of Harmful Effects

8 The CONTRACTOR shall mitigate, to the extent practicable, any harmful effect
9 that is known to CONTRACTOR of a use or disclosure of PHI by
10 CONTRACTOR or its subcontractors in violation of the requirements of these
11 Provisions.
12

13 2. Employee Training and Discipline

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

21 3. Disclaimer

22 COUNTY makes no warranty or representation that compliance by
23 CONTRACTOR with these Provisions, HIPAA or HIPAA regulations will be
24 adequate or satisfactory for CONTRACTOR's own purposes or that any
25 information in CONTRACTOR's possession or control, or transmitted or
26 received by CONTRACTOR, is or will be secure from unauthorized use or
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28

1 disclosure. CONTRACTOR is solely responsible for all decisions made by
2 CONTRACTOR regarding the safeguarding of PHI.

3 4. Interpretation

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

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

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

22 XIX

23 RECORDS/INFORMATION AND RECORD RETENTION:

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

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

22 B. Financial Records
23

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

1 Allowable costs shall be those costs defined in Centers for Medicare and Medicaid
2 Services Manual (CMS 15-1). Statistical data shall be kept and reports made as
3 required by the DIRECTOR, or his designee, and the State of California. All such
4 records shall be available for inspection by the designated auditors of COUNTY or
5 State at reasonable times during normal business hours.
6

7 C. Financial Record Retention

8 Appropriate financial records shall be maintained and retained by CONTRACTOR
9 for at least five (5) years or, in the event of an audit exception and appeal, until the
10 audit finding is resolved, whichever is later.
11

12 D. Patient/Client Record Retention

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

19 E. Shared Records/Information

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

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

10 G. Records Inspection

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

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

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

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

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

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

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

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

22 E. CONTRACTOR shall establish and disseminate written policies for all employees
23 that include detailed information about the False Claims Act and the other provisions
24 named in Section 1902(a)(68)(A). Included in these written policies shall be detailed
25
26
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28

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

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

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

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

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

14 I. CONTRACTOR is responsible for ensuring that any of its staff members or personnel
15 in which they employ is licensed or certified to practice, and is in possession of a
16 valid, current license or certificate to practice or to provide mental health or other
17 required services, to COUNTY consumers. CONTRACTORS who receive Medi-Cal
18 funds are required to validate that their staff are not on either the OIG Exclusion List
19 at the website <http://exclusions.oig.hhs.gov/search.aspx> and the Medi-Cal List of
20 Suspended or Ineligible Providers list at <http://www.medi-cal.ca.gov>. In addition,
21 CONTRACTORS providing Medi-Cal billable services must have, and provide in
22 writing to COUNTY, pursuant to Section XXXI, NOTICES, of this Agreement, a
23 valid rendering site and/or individual provider NPI and taxonomy code that
24 corresponds with the work they are performing. Any updates or changes must be
25 made by the CONTRACTOR to the National Plan & Provider Enumeration System
26
27
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1 (NPPES) within thirty (30) days. CONTRACTOR may establish their own procedures
2 to ensure adherence to these requirements.

3 XXI

4 CULTURAL COMPETENCY

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

20
21
22 1. CONTRACTOR shall demonstrate program access; linguistically appropriate
23 and timely mental health service delivery; staff training; and organizational
24 policies and procedures related to the treatment of culturally diverse
25 populations. CONTRACTOR shall perform specific outcome studies, on-site
26
27
28

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

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

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

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

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

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

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

23 f. Training to mental health providers in building the cultural knowledge
24 and skill required to provide culturally appropriate treatment of client
25 population served.
26
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- 1 g. Develop and implement a strategy to recruit, retain and promote
2 qualified, diverse and culturally competent administrative, clinical and
3 support staff that are trained and qualified.
4
5 h. Client related information translated into the various languages of the
6 diverse populations served.
7
8 i. Provide oral and written notices, including translated signage at key
9 points of contact, to clients in their primary language informing them of
10 their right to receive no-cost interpreter services.

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

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

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

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

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

9
10 Riverside County Department of Mental Health Cultural Competency Program

11 P.O. Box 7549

12 Riverside, California 92513

13 Attention: Cultural Competency Manager

14 Fax: 951-358-4792

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

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

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

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

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

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

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

3 XXII

4 INFORMING MATERIALS:

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

15 XXIII

16 CONFLICT OF INTEREST:

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

21 XXIV

22 PATIENTS' RIGHTS:

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

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

3 XXV

4 WAIVER OF PERFORMANCE:

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

9 XXVI

10 DRUG-FREE WORKPLACE CERTIFICATION:

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

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

3. Any available counseling, rehabilitation, and employee assistance programs.
4. Penalties that may be imposed upon employees for substance abuse violations.

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

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

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

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

XXVII

TERMINATION PROVISIONS:

- A. Either party may terminate this Agreement without cause, upon thirty (30) days written notice served upon the other party.
- B. Termination does not release CONTRACTOR from the responsibility of securing Protected Health Information (PHI) data.
- C. The COUNTY may terminate this Agreement upon thirty (30) days written notice served upon the CONTRACTOR if sufficient funds are not available for continuation of services.

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

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

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

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

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

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

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

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

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

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

15 J. In instances where the CONTRACTOR'S Agreement is terminated and/or allowed
16 to expire by the COUNTY and not renewed for a subsequent fiscal year, COUNTY
17 reserves the right to enter into settlement talks with the CONTRACTOR in order to
18 resolve any remaining and/or outstanding contractual issues, including but not
19 limited to, financials, services, billing, cost report, etc. In such instances of
20 settlement and/or litigation, CONTRACTOR will be solely responsible for
21 associated costs for their organizations' legal process pertaining to these matters
22 including, but not limited to, legal fees, documentation copies, and legal
23 representatives. CONTRACTOR further understands that if settlement agreements
24 are entered into in association with this Agreement, the COUNTY reserves the right
25
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1 to collect interest on any outstanding amount that is owed by the CONTRACTOR
2 back to the COUNTY at a rate of no less than 5% of the balance.

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

7 XXVIII

8 DISPUTE:

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

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

8 XXX

9 VENUE:

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

17 XXXI

18 NOTICES:

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

23 CONTRACTOR:

24 RECOVERY INNOVATIONS, INC.
25 ATTENTION: EUGENE JOHNSON,
26 PRESIDENT AND CEO
27 2701 NORTH 16TH STREET, SUITE 316
28 PHOENIX, AZ 85006

COUNTY:

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

1 INFORMATIONAL COPY TO:
2 RIVERSIDE COUNTY
3 DEPARTMENT OF MENTAL HEALTH
4 P.O. BOX 7549
5 RIVERSIDE, CA 92513-7549
6 ATTENTION: PROGRAM SUPPORT

7 XXXII

8 MEETINGS:

9 As a condition of this Agreement, CONTRACTOR shall agree to attend the mandatory
10 all provider meeting as scheduled by the County Program Administrator/Manager or
11 Designee. Appropriate level of CONTRACTOR'S staff to attend this meeting shall be at
12 Program Director level or above. Critical information and data is disseminated at these
13 meetings and will not be provided at any other time.
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Department of Mental Health – Management Information Services

Support Desk – (951) 358-4530

COMPUTER ACCOUNT REQUEST FORM – MENTAL HEALTH CONTRACTORS

FORM MUST BE APPROVED BY SUPERVISOR – PLEASE ALLOW ONE WEEK FOR PROCESSING

RU MUST BE SET-UP THROUGH FISCAL SERVICES BEFORE THIS FORM CAN BE PROCESSED

NEW PROVIDER/AGENCY TERMINATED CONTRACT EFFECTIVE DATE:
 CHANGE Current Name: New Name:

Submitted By:	Date:
Supervisor's Name:	Supervisor Phone #:

Section 1 – CONTRACTING PROVIDER

Contracting Provider Name:		<input type="checkbox"/> Facility	<input type="checkbox"/> Provider
Registration Date:	Federal Tax ID #:	<input type="checkbox"/> In Network	<input type="checkbox"/> Out of Network
Funding Source: Mental Health	Location:		
Primary Mailing Address Street:		Telephone:	
City:	State:	Zip:	County:
Billing Address Street:		Office Fax #:	
City:	State:	Zip:	County:

Checks Payable To:	City:	Zip:
Contact 1 Name:	Contact 1 Title:	Primary Phone:
Contact 2 Name:	Contact 2 Title:	Primary Phone:
Program Name:	Contact Person:	Program Phone:
Program Name:	Contact Person:	Program Phone:
Program Name:	Contact Person:	Program Phone:
Program Name:	Contact Person:	Program Phone:
Program Name:	Contact Person:	Program Phone:

Facility NPI:	Is Program Handicap Accessible: <input type="checkbox"/> Yes <input type="checkbox"/> No
Email Address:	Special Accommodations:

Department of Mental Health – Management Information Services

Support Desk – (951) 358-4530

COMPUTER ACCOUNT REQUEST FORM – MENTAL HEALTH CONTRACTORS

SECTION 2 – PERFORMING PROVIDER INFORMATION

CALPM	Performing Provider's Name:		Contracting Provider:		
	Discipline: <--Select Discipline-->		Category (See Attached Sheet):		
	Categories for Coverage (See Attached Sheet):		Phone:	<input type="checkbox"/> No Direct Billable Services	
	Physical Address: City: State: Zip:		NPI:	Medicare PIN:	
	Staff License #:		Taxonomy Code: License Renewal Date:		

MSO	E-mail Address:		Gender: <--Select Gender-->	
	Registration Start Date:		Registration End Date:	
	DOB:		License Type: <--Select-->	
	License State:		License Expiration Date:	
	License Data Verified By:		License Data Verification Source:	
	Program/ RU#(s):			

CALPM	Performing Provider's Name:		Contracting Provider:		
	Discipline: <--Select Discipline-->		Category (See Attached Sheet):		
	Categories for Coverage (See Attached Sheet):		Phone:	<input type="checkbox"/> No Direct Billable Services	
	Physical Address: City: State: Zip:		NPI:	Medicare PIN:	
	Staff License #:		Taxonomy Code: License Renewal Date:		

MSO	E-mail Address:		Gender: <--Select Gender-->	
	Registration Start Date:		Registration End Date:	
	DOB:		License Type: <--Select-->	
	License State:		License Expiration Date:	
	License Data Verified By:		License Data Verification Source:	
	Program/ RU#(s):			

CALPM	Performing Provider's Name:		Contracting Provider:		
	Discipline: <--Select Discipline-->		Category (See Attached Sheet):		
	Categories for Coverage (See Attached Sheet):		Phone:	<input type="checkbox"/> No Direct Billable Services	
	Physical Address: City: State: Zip:		NPI:	Medicare PIN:	
	Staff License #:		Taxonomy Code: License Renewal Date:		

MSO	E-mail Address:		Gender: <--Select Gender-->	
	Registration Start Date:		Registration End Date:	
	DOB:		License Type: <--Select-->	
	License State:		License Expiration Date:	
	License Data Verified By:		License Data Verification Source:	
	Program/ RU#(s):			

Department of Mental Health – Management Information Services

Support Desk – (951) 358-4530

COMPUTER ACCOUNT REQUEST FORM – MENTAL HEALTH CONTRACTORS

Practitioner Category

- 01 - ACSW (Associate Clinical Social Worker)
- 02 - BHS I (Behavioral Health Specialist I)
- 03 - BHS II (Behavioral Health Specialist II)
- 04 - BHS III (Behavioral Health Specialist III)
- 05 - BHS IV (Behavioral Health Specialist IV)
- 06 - CAC (Certified Addiction Counselor)
- 07 - CSA (Community Services Assistant)
- 08 - CSAC (Certified Substance Abuse Counselor)
- 09 - DO (Doctor of Osteopathy)
- 10 - Drug and Alcohol Counselor (AOD)
- 11 - EMSC II (Employment Services Counselor I)
- 12 - Intern
- 13 - LCSW (Licensed Clinical Social Worker)
- 14 - LMFT (Marriage & Family Therapist)
- 15 - LPT (Licensed Psych Tech)
- 16 - LVN I (Licensed Vocational Nurse I)
- 17 - LVN II (Licensed Vocational Nurse II)
- 18 - MD (Medical Doctor/Psychiatrist)
- 19 - MECON (Medical Consultant)
- 20 - MFTi (Marriage and Fam Ther Intern)
- 21 - MHSA (Mental Health Services Adm)
- 22 - MHSD (Mental Health Services Director)
- 23 - MHSM (Mental Health Services Prog Mgr)
- 24 - MHSMD (Mental Health Services Med Dir)
- 25 - MHSS A (Mental Health Services Supv A)
- 26 - MHSS B (Mental Health Services Supv B)
- 27 - MSW (Masters in Social Work)
- 28 - OT I (Occupational Therapist I)
- 29 - OT II (Occupational Therapist II)
- 30 - PhD (Doctor of Philosophy)
- 31 - PPART (Parent Partner)
- 32 - PPPS (Peer Planning and Policy Spec)
- 33 - PRADV (Patient's Rights Advocate)
- 34 - PSS (Peer Support Specialist)
- 35 - PSST (Peer Support Specialist Trainee)
- 36 - PsyD (Doctor of Psychology)
- 37 - RCOUNS (Rehabilitation Counselor)
- 38 - RN (Registered Nurse)
- 39 - RN II (Registered Nurse II)
- 40 - RN III (Registered Nurse III)
- 41 - RN IV (Registered Nurse IV)
- 42 - RN V (Registered Nurse V)
- 43 - SA II (Student Aid II)
- 44 - SPSS (Senior Peer Support Specialist)
- 45 - SRMHPS (Senior Mental Health Peer Spec)
- 46 - SSA (Social Services Assistant)
- 47 - SSP (Social Services Planner)
- 48 - SUPBHS (Supv Behavioral Health Spec)
- 49 - Unlicensed PhD/PsyD
- 50 - UW (Unlicensed Worker)
- 51 - LPCC (Licensed Prof Clinic Counselor)

Practitioner Categories For Coverage

- 01 - Associate Social Worker (Non-Licensed)
- 02 - Behavioral Health Specialist I
- 03 - Behavioral Health Specialist II
- 04 - Behavioral Health Specialist III
- 05 - Behavioral Health Specialist IV
- 06 - Child & Adolescent Psychiatrist
- 07 - Clinical Nurse Specialist (Masters Level)
- 08 - Community Service Assistant (CSA)
- 09 - Drug and Alcohol Counselor
- 10 - Employment Services Counselor (ESC) I
- 11 - Employment Services Counselor (ESC) II
- 12 - Licensed Clinical Social Worker (LCSW)
- 13 - Licensed Marriage Family Therapist, LMFT
- 14 - Licensed Profession Clinic Couns, LPCC
- 15 - Licensed Psychiatric Technician (PT)
- 16 - Licensed Vocation Nurse I (LVN I)
- 17 - Licensed Vocation Nurse II (LVN II)
- 18 - Marriage Fam Therapy Intern Unlicensed
- 19 - Mental Health Services Prog Mgr (MHSM)
- 20 - Mental Health Services Sup A (MHSS A)
- 21 - Mental Health Services Sup B (MHSS B)
- 22 - MFT Trainee/Social Worker Intern
- 23 - Nurse (RN)
- 24 - Occupational Therapist I
- 25 - Occupational Therapist II
- 26 - Parent Partner (PPART)
- 27 - Patient's Rights Advocate (PRADV)
- 28 - Peer Planning and Policy Special (PPPS)
- 29 - Peer Support Specialist
- 30 - Peer Support Specialist Trainee (PSST)
- 31 - Psychiatrist
- 32 - Psychiatrist Intern
- 33 - Psychologist (Licensed)
- 34 - Psychologist (Unlicensed)
- 35 - Psychologist Intern
- 36 - Registered Nurse, Psych /Mental Health
- 37 - Senior Mental Health Peer Spec(SRMHPS)
- 38 - Social Services Assistant (SSA)
- 39 - Student Aid I (SA I)
- 40 - Student Aid II (SA II)
- 41 - Supervising BHS
- 42 - Unlicensed Worker

EXHIBIT A – SCOPE OF WORK

CONTRACTOR NAME: **RECOVERY INNOVATIONS, INC.**
DESERT PERMANENT HOUSING PROGRAM (THE PATH)
DEPARTMENT I.D.: **4100217280.74750**

Recovery Innovations, Inc., hereinafter referred to as CONTRACTOR, shall provide to the Riverside County Department of Mental Health, hereinafter referred to as COUNTY, a peer-to-peer engagement and support program for persons who are chronically homeless and whose ability to maintain housing is severely impaired or influenced by a serious mental health disorder, including co-occurring substance abuse disorders. Services will be provided to Transition Age Youth (18-25), Adults (18-59) and/or Older Adults (60+) in the county Desert Regional service area who are considered to be “hard-to-reach” homeless persons with a severe mental illness, who have been residing primarily in a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings and have been unable or unwilling to participate in supportive services.

CONTRACTOR shall provide the following:

1. Provide services at the Desert Permanent Housing facility, known as “The Path”, located at 19531 McLane Street, Palm Springs, CA 92262.
2. The CONTRACTOR shall provide food, bathroom and access to laundry facilities. Supportive services shall include peer-to-peer outreach, engagement and wellness and recovery based role modeling and support.
3. Drop-in center guest shall be offered linkage to community recourses and be provided referrals to the appropriate program/services.
4. The structure of the permanent residential component of the program will consist of a) 24-hour residence for an unspecified duration (no limit on length of stay); b) semi-private sleeping accommodations; c) common use of kitchen facilities, dining rooms, and bathrooms; d) social services and referrals within a non-intrusive, low demand environment; and e) an overnight occupancy limited to 25 persons.
5. The structure of the non-residential component of the program that will consist of a) drop-in center where food, bathroom/showers, and laundry facilities will be provided only to the intended service

1 population on a drop-in basis; and 2) social services and referrals within a non-intrusive, low
2 demand environment.

- 3 6. Gender-separated semi-private sleeping accommodations and gender-separated bathrooms,
4 common laundry area, kitchen facility, dining room, and recreational area for television, movies,
5 games, and other recreational activities, front desk/monitoring, and staff offices dispersed
6 throughout the building.
- 7 7. A welcoming and culturally competent outreach, engagement and support to Safehaven guests and
8 residents. Shall have the ability to serve monolingual Spanish speaking consumers, and have a
9 plan to provide interpretation services to guests/residents that are monolingual in other languages.
- 10 8. Provide provisional clinical assessments to explore program eligibility and to provide consultation
11 and support to program staff. The expectation is that, the program's clinical staff person is able to
12 conduct a baseline assessment to determine if the drop-in center guest is likely to be eligible for
13 COUNTY mental health services. COUNTY or its designated agreement provider will provide a
14 diagnostic clinical assessment. CONTRACTOR will be expected to work very closely with
15 Department Full Service Partnership (FSP) program providers as a joint partnership to develop
16 protocols regarding assessments, referrals, linkages, emergency services, etc. Wellness and
17 Recovery based activities that are community building, and support that empower Safehaven
18 guests and permanent housing residents to believe in, and work toward, self-sufficiency in a low-
19 demand setting.
- 20 9. Provide clinical assessments to determine program eligibility as defined in the Housing and Urban
21 Development (HUD)-McKinney-Vento Act, Sec. 11302, General Definition of Homeless
22 Individual, and to provide consultation and support to program providers.
- 23 10. Provide Wellness and Recovery based activities that are community building and supportive that
24 empowers Safehaven guests and permanent housing residents to believe in, and work toward, self-
25 sufficiency in a low-demand setting.
- 26 11. Provide janitorial maintenance of the facility, incorporating housekeeping life skills instruction and
27 participation for guests and residents. The Department Housing program shall be notified of any
28 building maintenance or repairs that the CONTRACTOR identifies and needed or recommends.
29 Unless it is an emergency need, the CONTRACTOR must obtain Department approval prior to
30 requesting building maintenance from COUNTY Facility Maintenance.

- 1 12. Meal planning and preparation of meals that may involve guests and residents and assist them in
2 developing independent life skills.
- 3 13. Coordination, training and supervision of the use of the laundry and shower facilities.
- 4 14. Routine linkage of guests successfully engaged in accepting additional services to county
5 contracted Oasis Behavioral Health (Transition Age Youth) FSP County operated Desert Adult
6 FSP, or county operated Older Adult FSP programs or other county mental health or substance
7 abuse programs where guests may be eligible to receive services.
- 8 15. Provide office space with phones for COUNTY providers to meet privately with Safehaven guests
9 and residents as needed.
- 10 16. Transportation to local resources (medical, psychiatric, shopping, community agencies) as needed
11 in coordination with Jefferson Wellness Center program staff. Transportation shall be provided in
12 a manner that meets the consumer's needs and must be appropriate to their level of functioning.
- 13 17. Employ peer counselors as the primary on-site provider workforce.
- 14 18. Provide ongoing training to staff to continuously improve their skills and ability to achieve the
15 goal of the program. Training will include emergency response, first aid, disaster planning, crisis
16 intervention skills, safety and other topics as defined by COUNTY. COUNTY will work with the
17 provider to identify training topics and make training opportunities available to provider staff
18 through COUNTY. Additionally, COUNTY will seek to develop training, based on resources
19 available, to assist staff in enhancing their skills. CONTRACTOR may request reimbursement for
20 up to 16 hours of paid time for off-site training, per year for each FTE program employee.
- 21 19. CONTRACTOR will be expected to work cooperatively with COUNTY, regional community
22 outpatient programs, Crisis/Inpatient programs, COUNTY Housing program, and related Drug and
23 Alcohol Treatment Programs, Coachella Valley homeless service agencies and programs and
24 regional law enforcement agencies and other community agencies in order to form an integrated
25 network of care for adults in the mental health system.

26 STAFFING REQUIREMENTS:

- 27 1. Maintain staffing patterns that ensure that adequate staff is available for safe and effective program
28 operations. Staff titles and descriptions need to be within the HUD defined and grant approved
29 guidelines. Two staff shall be required to remain awake through the night.
- 30 2. CONTRACTOR is only allowed to bill the COUNTY for staffing that can be reimbursed back to
31 the COUNTY by HUD. Examples of staffing allowed are as follows:

1 Operations:

- 2 1. Operations Manager
3 2. Facility Manager
4 3. Peer Support Specialist
5 4. Peer Counselors

6 3. CONTRACTOR staffing billed to the COUNTY that is determined by the COUNTY to be non-
7 reimbursable will be disallowed and subsequently be charged back to the CONTRACTOR either
8 during the fiscal year or at cost report settlement time. Whichever is acceptable form of
9 reimbursement by the COUNTY.

10 4. CONTRACTOR must adhere to and be knowledgeable of HUD Fair Housing regulations and
11 provide proof of attending training.

12 a. Current administration must provide certificate of training within sixty (60) days of
13 contract renewal.

14 b. New administration must provide certificate of training within sixty (60) days of hire.

15 SUBCONTRACTING:

16 The CONTRACTOR shall not enter into any subcontract with any subcontractor who:

17 1. Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily
18 excluded from covered transactions by a federal department or agency.

19 2. Has within a three (3) year period preceding this Agreement been convicted of or had a civil
20 judgment rendered against them for the commission of fraud, or a criminal offense in connection
21 with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction;
22 violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery,
23 bribery, falsification or destruction of records, making false statements, or receiving stolen
24 property;

25 3. Is presently indicated or otherwise criminally or civilly charged by a government entity (Federal,
26 State, or local) with commission of any of the offenses enumerated in the paragraph above; and

27 4. Has within a three (3) year period preceding this Agreement had one or more public transactions
28 (Federal, State, or local) terminated for cause or default.

29 a. The CONTRACTOR shall be as fully responsible for the acts or omissions of its
30 subcontractors, and of persons either directly or indirectly employed by them as for the
31 acts of omissions of persons directly employed by the CONTRACTOR.

- 1 b. The CONTRACTOR shall insert appropriate clauses in all subcontracts to bind
2 subcontractors to the terms and conditions of this contract insofar as they are applicable
3 to the work of subcontractors.
- 4 c. Nothing contained in this Agreement shall create any contractual relationship between
5 any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts
6 and Departments, their respective directors, officers, Board of Supervisors, elected and
7 appointed officials, employees, agents and representatives.

8 DOCUMENTATION OF SERVICES:

- 9 1. CONTRACTOR shall maintain appropriate records documenting all of the services provided to
10 clients as outlined by COUNTY, which will include a monthly report on the number of clients
11 served, total hours of service provided and other demographics as requested by COUNTY.
12 Additionally, the CONTRACTOR shall record services into the HUD web-based Homeless
13 Management Information Systems as required by COUNTY.
- 14 2. CONTRACTOR and COUNTY's Contract Monitor shall meet at least quarterly to review and
15 discuss the performance and obligations under this Agreement of each party thereto.
- 16 3. CONTRACTOR shall work collaboratively with the COUNTY to determine if and/or when
17 eviction notice should be give to comply with Fair Housing regulations.
- 18 4. CONTRACTOR will notify the COUNTY and supply a written report of any adverse incident
19 within twenty-four (24) hours of occurrence.
- 20 5. CONTRACTOR shall advise the COUNTY immediately of any evictions notices, three (3) day
21 or thirty (30) day in compliance with HUD and the Fair Housing.
- 22 6. CONTRACTOR will supply the COUNTY a copy of the eviction notices, three (3) day notice or
23 thirty (30) day notice, within one (1) business day.
- 24 7. CONTRACTOR will supply the COUNTY's Homeless & Housing, Opportunities, Partnerships,
25 and Education (HHOPE) Administration written residence movement notification within twenty-
26 four (24) hours.
- 27 8. CONTRACTOR will notify COUNTY's HHOPE Administration immediately of any participant
28 that has moved out or is missing for a twenty-four (24) hour period.
- 29 9. An Emergency Disaster Plan must be submitted to the COUNTY for approval within sixty (60)
30 days of contract renewal date,

- a. Emergency Disaster Plan must be readily available to all employees and must be maintained on premises.
- b. Documentation of training and drills must be maintained.
- c. A report of who is residing at the location must be maintained weekly and readily available.

10. CONTRACTOR must maintain all appropriate records and reports on site and readily available.

FURNISHINGS AND EQUIPMENT:

1. CONTRACTOR shall maintain or ensure that subcontractor, if any, maintains the residential facility and furnishings as required by COUNTY.

- a. APPROVAL FOR PURCHASE:

CONTRACTOR must receive written approval from the COUNTY Administrative Services Manager prior to purchasing any equipment or furnishings. Any equipment or furnishings not approved by the COUNTY prior to purchase may not be reimbursed to the CONTRACTOR by the COUNTY.

b. OWNERSHIP:

Equipment and furnishings purchased through this Agreement are the property of the COUNTY. Procedures provided by the COUNTY for the acquisition, inventory, control and disposition of the equipment and the acquisition and payment for administrative services to such equipment (e.g. office machine repair) are to be followed. Equipment and supplies purchased with COUNTY funds for individual clients will become the property of the client.

c. INVENTORY:

- i. CONTRACTOR shall maintain an internal inventory control system that will provide accountability for equipment and furnishings provided to them through this Agreement, regardless of cost. The inventory control system shall record at a minimum the following information when property is acquired: number of items lost, damaged or stolen during inventory period; date acquired; property description (to include model number); property identification number (if applicable). An updated inventory list shall be provided to the COUNTY on a quarterly basis. Once the COUNTY is in receipt of this list, COUNTY inventory

1 tags will be issued to the CONTRACTOR, and are to be attached to the item as
2 directed.

- 3 ii. A report of damaged, broken or lost items shall be provided to the COUNTY on a
4 monthly basis. This report shall include property description, number of identical
5 items, responsible party who damaged or broke items and date of incident.
6 iii. CONTRACTOR is responsible for the replacement of any damaged or lost
7 equipment or supplies when it is determined that the damage/loss was due to
8 CONTRACTOR employee negligence.
9 iv. Any equipment valued more that \$100 that becomes damage needs to be reported
10 immediately to COUNTY.
11 v. CONTRACTOR shall maintain Vehicle logs for transportation, repairs and
12 routine maintenance.

13 d. DISPOSAL:

- 14 i. Approval must be obtained from the COUNTY prior to the disposal of any
15 property purchased with funds from this Agreement, regardless of the acquisition
16 value. Disposal (which includes sale, trade-in, discard, or transfer to another
17 agency or program) shall not occur until approval is received in writing from the
18 COUNTY. In addition, the CONTRACTOR shall provide the COUNTY with a
19 monthly report detailing any and all items that have been disposed of during the
20 prior month. Report shall include, description of item, reason for disposal, the
21 date request to dispose of item was submitted to the COUNTY, and the date that
22 written approval to dispose of the item, and indicate if the CONTRACTOR is
23 requesting the COUNTY to replace the item.

24 e. CAPITAL ASSETS:

- 25 i. Capital assets are tangible or intangible assets that benefit an agency more than a
26 single fiscal year. For capital assets approved for purchase by the COUNTY,
27 allowable and non-allowable cost information and depreciation requirements can
28 be found in the Center for Medicare and Medicaid Services (CMS) Publication
29 15, Provider Reimbursement Manual (PRM) Parts I & II. It is the
30 CONTRACTOR's responsibility to ensure compliance with these requirements.

1 ii. Any capital asset that was acquired or improved in whole or in part with funds
2 disbursed under this Agreement, or under any previous Agreement between
3 COUNTY and CONTRACTOR, shall either be, at the election of the COUNTY
4 as determined by the Director or designee: (1) transferred to the COUNTY
5 including all title and legal ownership rights; or (2) disposed of and proceeds paid
6 to COUNTY in a manner that results in COUNTY being reimbursed in the
7 amount of the current fair market value of the real or personal property less any
8 portion of the current value attributable to CONTRACTOR's out of pocket
9 expenditures using non-county funds for acquisition of, or improvement to, such
10 real or personal property and less any direct and reasonable costs of disposition.

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2 EXHIBIT B - MENTAL HEALTH
3 LAWS, REGULATIONS AND POLICIES

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

8 General Regulations

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

10 Government Code 26227 (Contracting with County)

11 Government Code 7550 (Reports)

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

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

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

15 Welfare and Institutions Code 5608 (Program Monitoring)

16 Welfare and Institutions Code 5751.2 (Staffing)

17 HIPAA 1996: Public Law 104-91

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

19 Adult System of Care

20 California Welfare and Institutions Code Sections 5689 et seq.

21 Case Management/Service Regulations

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

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

1 Welfare and Institutions Code 5678-79

2 Welfare and Institutions Code 5867 (Maintenance of Effort)

3 42 Code of Federal Regulations 438.608 (Program Integrity Requirements)

4 California Welfare & Institutions Code Sections 5600.4 and 5699.4.

5 Charges and Billing (Financial Regulations)

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

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

9 Government Code 8546.7 (Audits)

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

11 Centers for Medicare and Medicaid Services Manual

12 Child Abuse Reporting/Child Support

13 California Penal Code Sections 11164 – 11174.4 et seq.

14 Family Code, Section 5200 (Child Support)

15 Children System of Care

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

17 Community Care Facilities

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

20 Community Residential Treatment Program

21 California Welfare & Institutions Code Sections 5150 to 5152, 5600.2 to 5600.9 and
22 5672 to 5699 (Community Treatment)

23 California Welfare & Institutions Code Section 5670 et seq.

1 California Code of Regulations, Title 22, Division 6.

2 Confidentiality

3 California Welfare & Institutions Code Section 5328 - 5330

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

5 42 CFR 431.300

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

9 45 CFR 205.50

10 Elderly and Dependent Adult Abuse Reporting

11 California Welfare & Institutions Code Sections 15600 et seq.

12 Health Care Facilities

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

17 Homeless Mentally Disabled

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

19 California Welfare & Institutions Code Section 5680 et seq.

20 Life Support

21 California Welfare & Institutions Code Section 4075 to 4078

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

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

1 Medication Protocol

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

4 Riverside County Mental Health "Medication Guidelines" Publication

5 Minors in Health Care Facilities

6 California Welfare & Institutions Code Section 5751.7

7 Negotiated Net Amount and Negotiated Net Agreements

8 California Welfare and Institutions Code Sections 5705 to 5716

9 Non Discrimination

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

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

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

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

14 Patients Rights

15 California Welfare & Institutions Code Sections 5325 et seq.

16 California Code of Regulations, Title 22, Section 70707

17 Policies

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

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

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

22 County and Departmental policies, as applicable to this Agreement

23 Quality Assurance

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

2 Short-Doyle/Medi-Cal

3 California Code of Regulations, Title 22, Division 3

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

6 Welfare and Institutions Code 5250 (Hearing Procedure)

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

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

10 Social Rehabilitation Programs

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

12 Special Education Pupils (AB 3632)

13 California Welfare & Institutions Code Section 18350 et seq.

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

15 Voter Registration

16 National Voter Registration Act of 1993

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EXHIBIT C
REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: Recovery Innovations, Inc.
PROGRAM NAME: Desert Permanent Housing "The Path"
DEPARTMENT ID: 4100217280.74750/530280

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

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

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

3. The final year-end settlement shall be based upon the final year end settlement type or types as indicated by an "X" below (please mark all that apply), including allowable costs for this Agreement such as administrative cost, indirect cost and operating income and shall not exceed the percentage(s) or amounts(s) as specified in the original Agreement proposal or subsequent negotiations received, made and/or approved by the COUNTY:

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

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

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

7 _____ The final year-end settlement for ancillary, start-up or flexible
8 spending categories shall be based on actual allowable cost,
9 less revenue collected.

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

14 B. MAXIMUM OBLIGATION:

15 COUNTY'S maximum obligation for FY 2014/2015 shall be **\$629,294** subject to
16 availability of applicable Federal, State, local and/or COUNTY funds.

17 C. BUDGET:

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

23 D. REVENUES:

24 As applicable:

- 25 1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the
26 Welfare & Institutions Code, and as further contained in the State
27 Department of Health Care Services Revenue Manual, Section 1,
28 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

1 funds. All revenues received by CONTRACTOR shall be reported in
2 their annual Cost Report, and shall be used to offset gross cost.

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

1 the CONTRACTOR'S received notification from the State.
2 CONTRACTOR shall be responsible for faxing the cleared Medi-Cal
3 Share of Cost documentation to fax number (951) 955-7361 OR to your
4 organization's appropriate COUNTY Region or Program contact.
5 Patients/clients with share of cost Medi-Cal shall be charged their
6 monthly Medi-Cal share of cost in lieu of their annual liability. Medicare
7 clients will be responsible for any co-insurance and/or deductible for
8 services rendered at Medicare certified sites.

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

26 E. REALLOCATION OF FUNDS:

- 27 1. No funds allocated for any mode and service function as designated in
28 Schedule I may be reallocated to another mode and service function

1 unless prior written consent and approval is received from COUNTY
2 Program Administrator/Manager and confirmed by the Fiscal Supervisor
3 prior to either the end of the Agreement Period of Performance or the
4 end of the fiscal year (June 30th). Approval shall not exceed the
5 maximum obligation.

6 2. In addition, CONTRACTOR may not, under any circumstances and
7 without prior written consent and approval being received from
8 COUNTY Program Administrator/Manager and confirmed by the Fiscal
9 Supervisor, reallocate funds between mode and service functions as
10 designated in the Schedule I that are defined as non-billable by the
11 COUNTY, State or Federal governments from or to mode and service
12 functions that are defined as billable by the COUNTY, State or Federal
13 governments.

14 3. If this Agreement includes more than one Exhibit C and/or more than
15 one Schedule I, shifting of funds from one Exhibit C to another and/or
16 from one Schedule I to another is also prohibited without prior written
17 consent and approval being received from COUNTY Program
18 Administrator/Manager and confirmed by the Fiscal Supervisor prior to
19 the end of either the Agreement Period of Performance or fiscal year.

20 F. RECOGNITION OF FINANCIAL SUPPORT:

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

24 G. PAYMENT:

25 1. Monthly reimbursements may be withheld and recouped at the discretion
26 of the Director or its designee due to material Agreement non-
27 compliance, including audit disallowances, invoice(s), or Agreement
28 overpayment, and/or adjustments or disallowances resulting from the
COUNTY Contract Monitoring Review (CMT), COUNTY Program
Monitoring, Federal or State Audit, and/or the Cost Report
Reconciliation/Settlement process.

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2. In addition, if the COUNTY determines that there is any portion (or all) of the CONTRACTOR invoice(s) that cannot be substantiated, verified or proven to be valid in any way for any fiscal year, then the COUNTY reserves the right to disallow and/or withhold current and/or future payments from CONTRACTOR until valid, substantial proof of any and/or all items billed for is received, verified and approved by the COUNTY.
 3. In addition to the annual CMT, Program Monitoring, and Cost Report Reconciliation/Settlement processes, the COUNTY reserves the right to perform impromptu CMTs without any prior written or verbal notice, or periodic system service reviews and subsequent deletes and denial monitoring for this Agreement throughout the fiscal year in order to minimize and prevent COUNTY and CONTRACTOR loss and/or inaccurate billing and/or reports. The COUNTY, at its discretion, may withhold and/or offset invoices and/or monthly reimbursements to CONTRACTOR, at any time without prior notification to CONTRACTOR, for service deletes and denials that may occur in association with this Agreement. COUNTY shall notify CONTRACTOR of any such instances of services deletes and denials and subsequent withholds and/or reductions to CONTRACTOR invoices or monthly reimbursements.
 4. Notwithstanding the provisions of Paragraph G-1 and G-2 above, CONTRACTOR shall be paid in arrears based upon either the actual units of service provided and entered into the COUNTY'S specified Electronic Management Information System (MIS), or on a one-twelfth (1/12th) monthly basis as specified in Paragraph A-1 above.
 - a. CONTRACTOR will be responsible for entering all service related data into the COUNTY's MIS (i.e. Provider Connect or CalOMS) on a monthly basis and approving their services in the MIS for electronic batching (invoicing) and subsequent payment.
 - b. CONTRACTOR must also submit to the COUNTY a signed Program Integrity Form (PIF) **attached as Exhibit C,**

1 **Attachment A** signed by the Director or authorized designee of
2 the CONTRACTOR organization. This form must be faxed and/or
3 emailed (PDF format only) to the COUNTY at (951) 358-4792,
4 and/or emailed to ELMR_PIF@rcmhd.org. The CONTRACTOR
5 PIF form must be received by the COUNTY via fax and/or email
6 for the prior month no later than 5:00 p.m. on the fifth (5th) working
7 day of the current month.

8 c. Failure by the CONTRACTOR to enter and approve all applicable
9 services into the MIS for the applicable month, and faxing and/or
10 emailing the signed PIF, will delay payment to the
11 CONTRACTOR until the required documents as outlined herein
12 are provided.

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

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

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

 7. In order to insure that CONTRACTOR will receive reimbursement for
services rendered under this agreement, CONTRACTOR shall be

1 responsible for notifying Medi-Cal if at any time CONTRACTOR
2 discovers or is made aware that client Medicare and/or Insurance
3 coverage has been terminated or otherwise is not in effect.

- 4 8. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will
5 be paid by the COUNTY thirty (30) calendar days after the date a correct
6 PIF is received by the COUNTY and invoice is generated by the
7 applicable COUNTY 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 Program Code, an annual Cost Report with an accompanying financial
12 statement and applicable supporting documentation to reconcile to the
13 Cost Report within one of the length of times as follows and as indicated
14 below by an "X":

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

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

21 _____ Seventy-Five (75) calendar days following the end of each fiscal
22 year (June 30th), or the expiration or termination of the
23 Agreement, 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
not limited to OMB-circular A-122, OMB-circular A-87, etc.
4. It is mandatory that the CONTRACTOR send one representative to the
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
4 Reports are completed appropriately. Failure to attend this training will
5 result in delay of any reimbursements to the CONTRACTOR.

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

I. BANKRUPTCY:

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

6 J. AUDITS:

- 7 1. CONTRACTOR agrees that any duly authorized representative of the
8 Federal Government, the State or COUNTY shall have the right to
9 audit, inspect, excerpt, copy or transcribe any pertinent records and
10 documentation relating to this Agreement or previous Agreements in
11 previous years.
- 12 2. If this Agreement is terminated in accordance with Section XXVII,
13 TERMINATION PROVISIONS, the COUNTY, Federal and/or State
14 governments may conduct a final audit of the CONTRACTOR. Final
15 reimbursement to CONTRACTOR by COUNTY shall not be made until
16 all audit results are known and all accounts are reconciled. If
17 applicable, revenue collected by CONTRACTOR during this period for
18 services provided under the terms of this Agreement will be regarded
19 as revenue received and deducted as such from the final
20 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 sole responsibility of the CONTRACTOR. Any
24 audit disallowance adjustments shall be paid in full upon demand or
25 withheld at the discretion of the Director of Mental Health against
26 amounts due under this Agreement or Agreement(s) in subsequent
27 years.
- 28 4. The COUNTY will conduct Program Monitoring Review and/or Contract
Monitoring Team Review (CMT). Upon completion of monitoring,
CONTRACTOR will be mailed a report summarizing the results of the

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

9 K. TRAINING:

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

20 Rev. 14/15

CERTIFICATION OF CLAIMS AND PROGRAM INTEGRITY FORM

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

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

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

 Signature of Authorized Provider

 Printed Name of Authorized Provider

Date: _____

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

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

 Signature of Authorized Provider

 Printed Name of Authorized Provider

Date: _____



**FY 2014/15 SCHEDULE I
MENTAL HEALTH**

CONTRACTOR NAME: RECOVERY INNOVATIONS, INC. - "THE PATH"
PROGRAM NAME: HHOPE PROGRAM
DEPT ID/PROGRAM: 4100217280-74750-530280
REGION/POPULATION: HOUSING REGION
MONTHLY REIMBURSEMENT: NEGOTIATED RATE
YEAR END SETTLEMENT: ACTUAL COST

TYPE OF MODALITY	Mental Health Promotion/Community Client Services	Flexible Housing Costs	Client Support Services	Administration	Training	TOTAL	
RU#(s):	33MNFH						
MODE OF SERVICE:	45	N/A	N/A	N/A	45		
SERVICE FUNCTION:	10-20	N/A	N/A	N/A	10		
PROCEDURE CODES:	610NB-620NB	FLXHSE	CLTSUP	KADMIN	760NB		
UNIT MEASUREMENT:	MINUTES	MINUTES	MINUTES	MINUTES	MINUTES		
NUMBER OF UNITS:	468,186	9,895	60,862	86,419	3,932		
COST PER UNIT:	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00		
GROSS COST:	\$468,186	\$9,895	\$60,862	\$86,419	\$3,932		\$629,294
LESS REVENUES COLLECTED BY CONTRACTORS:							
A. PATIENT FEES	\$0	\$0	\$0	\$0	\$0	\$0	
B. OTHER	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL CONTRACTOR REVENUES	\$0	\$0	\$0	\$0	\$0	\$0	
MAXIMUM OBLIGATION	\$468,186	\$9,895	\$60,862	\$86,419	\$3,932	\$629,294	
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:							
A: MEDI/CAL FFP	\$0	\$0	\$0	\$0	\$0	\$0	
B: FEDERAL FUNDS	\$362,024	\$7,651	\$47,061	\$66,823	\$3,040	\$486,601	
C: REALIGNMENT FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	
D: STATE FUNDS	\$106,162	\$2,244	\$13,801	\$19,596	\$892	\$142,693	
E: COUNTY FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	
F: OTHER:	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL (ALL FUNDING SOURCES)	\$468,186	\$9,895	\$60,862	\$86,419	\$3,932	\$629,294	

FUNDING SOURCES DOCUMENT: CLIB FY 2013/2014

ADMIN SVCS ANALYST SIGNATURE: Twanda Seals

Date: 4/1/2014

FISCAL SERVICES SIGNATURE: Carlos Guzman

Date: 4/10/2014

PREPARED BY: Twanda Seals Administrative Services Analyst II

Date: 4/1/2014

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, the COUNTY wishes to extend to the residents of Riverside County certain mental health services contemplated and authorized by the California Welfare and Institutions Code (WIC) Section 5600 et seq., 5608 et seq., and Government Code Section 26227 et seq., California Code of Regulations, Title 9, Division 1, and Title 22, which the CONTRACTOR is equipped, staffed and prepared to provide; and

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

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

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

CONTRACTOR

By: 

Eugene Johnson, President/CEO

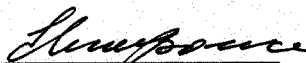
Print Name

Date: 4/18/14

COUNTY COUNSEL:

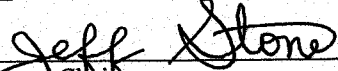
Pamela J. Walls

Approved as to form

By: 

Deputy County Counsel

COUNTY

By: 

Jeff Stone, Chairman
Board of Supervisors

Date: JUN 03 2014

ATTEST:

KECIA HARPER-IHEM, Clerk

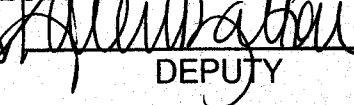
By: 
DEPUTY

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I

DESCRIPTION OF SERVICES:

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

II

PERIOD OF PERFORMANCE:

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

III

REIMBURSEMENT AND USE OF FUNDS PAYMENT:

A. Reimbursement

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

B. Restrictions On Salaries

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

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

5
6 C. Union Organizing

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

20
21
22 D. Lobbying And Restrictions And Disclosures Certification

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

- 25
26 1. Certification and Disclosure Requirements
27
28

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

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

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

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

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

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

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

21
22
23
24
25 E. Prohibition

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

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

8 F. National Provider Identifier (NPI)

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

25 IV

26 PROGRAM SUPERVISION, MONITORING AND REVIEW:
27
28

