

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

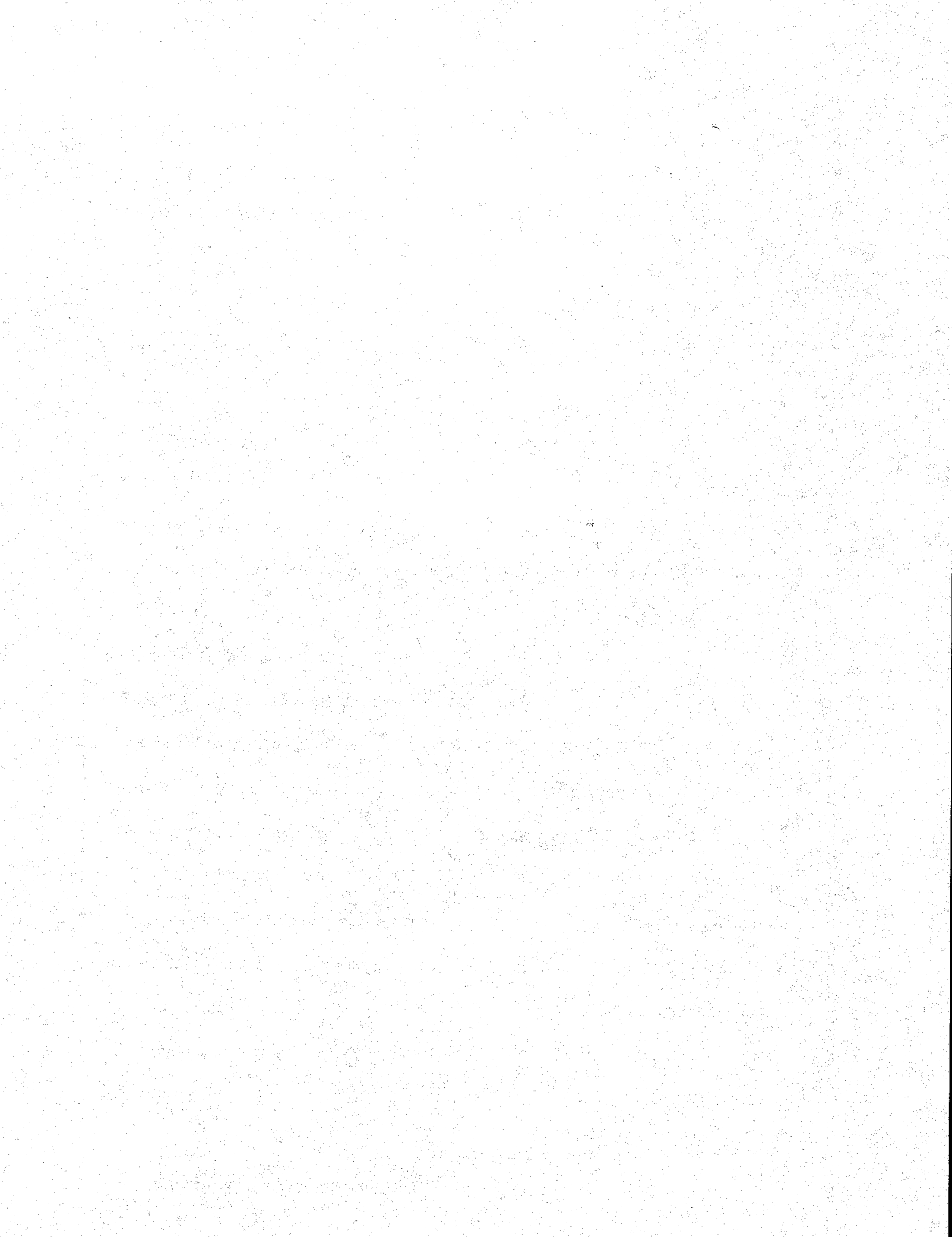


1 7. Take such action as may be necessary, or as COUNTY may direct, for the  
2 protection and preservation of the equipment related to this Agreement which  
3 is in the possession of CONTRACTOR and in which COUNTY has or may  
4 acquire an interest;

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  
26  
27  
28



1 to collect interest on any outstanding amount that is owed by the CONTRACTOR  
2 back to the COUNTY at a rate of no less than 5% of the balance.

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

7 XXVIII

8 DISPUTE:

9 In the event of a dispute between a designee of the DIRECTOR and the  
10 CONTRACTOR over the execution of the terms of this Agreement, the quality of patient  
11 services being rendered, and/or the withholding of CONTRACTOR'S payments due to  
12 instances such as material non-compliance or audit disallowances or both, the  
13 CONTRACTOR may file a written protest with the appropriate Program/Regional  
14 Administrator of the COUNTY. CONTRACTOR shall continue with the responsibilities  
15 under this Agreement during any dispute. The Program/Regional Administrator shall  
16 respond to the CONTRACTOR in writing within ten (10) working days. If the  
17 CONTRACTOR is dissatisfied with the Program/Regional Administrator's response, the  
18 CONTRACTOR may file successive written protests up through the Department of  
19 Mental Health's administrative levels of Assistant Director, and (finally) DIRECTOR.  
20 Each administrative level shall have twenty (20) working days to respond in writing to the  
21 CONTRACTOR. The DIRECTOR will have the final authority to rescind, modify or  
22 uphold the finding/decision.  
23  
24  
25

26 XXIX

27 SEVERABILITY:  
28



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

8 XXX

9 VENUE:

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

17 XXXI

18 NOTICES:

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

23 CONTRACTOR:

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

COUNTY:

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



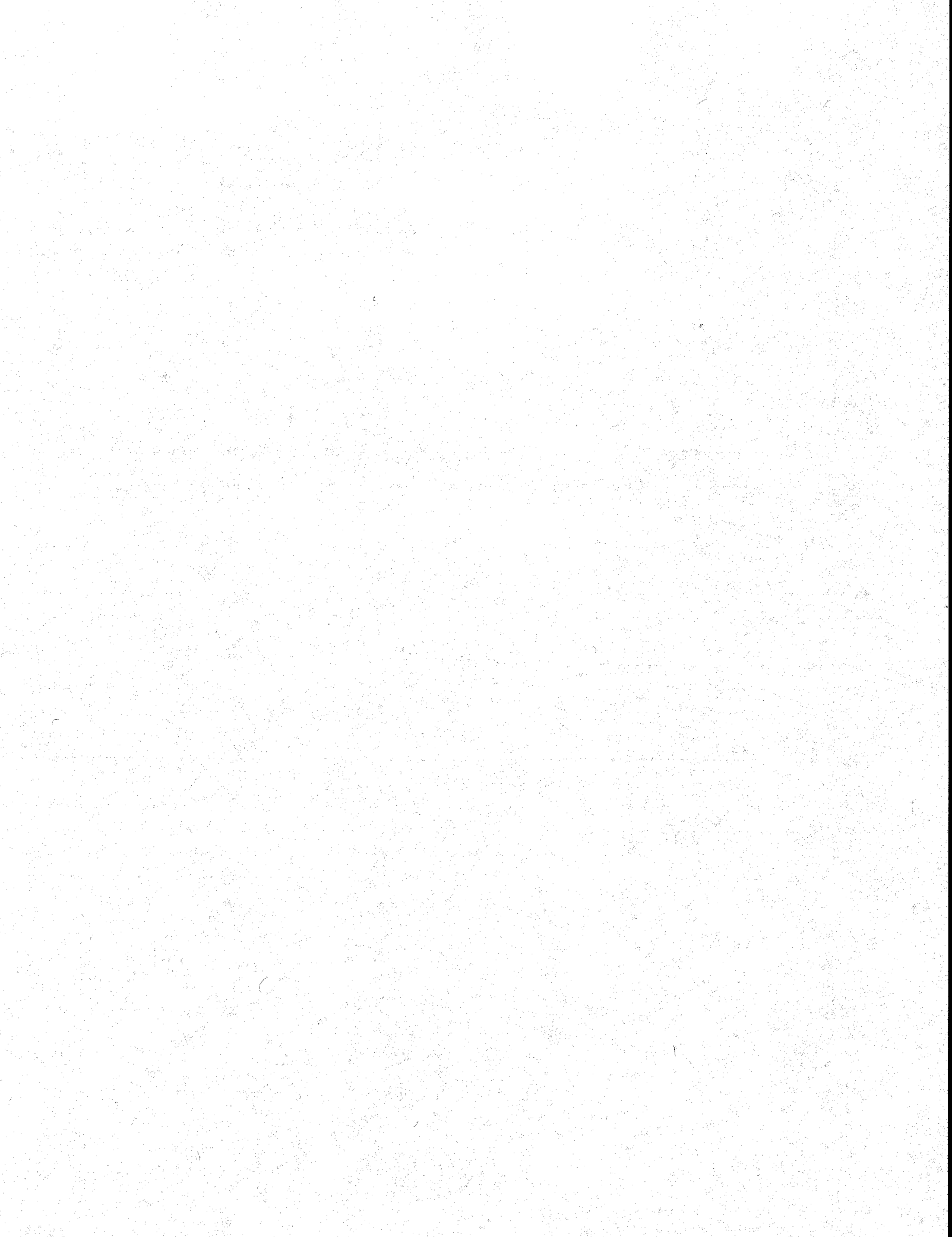


1 INFORMATIONAL COPY TO:  
2 RIVERSIDE COUNTY  
3 DEPARTMENT OF MENTAL HEALTH  
4 P.O. BOX 7549  
5 RIVERSIDE, CA 92513-7549  
6 ATTENTION: PROGRAM SUPPORT

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**

<input type="checkbox"/> NEW PROVIDER/AGENCY	<input type="checkbox"/> TERMINATE CONTRACT	<input type="checkbox"/> EFFECTIVE DATE:
<input type="checkbox"/> CHANGE	Current Name:	New Name:

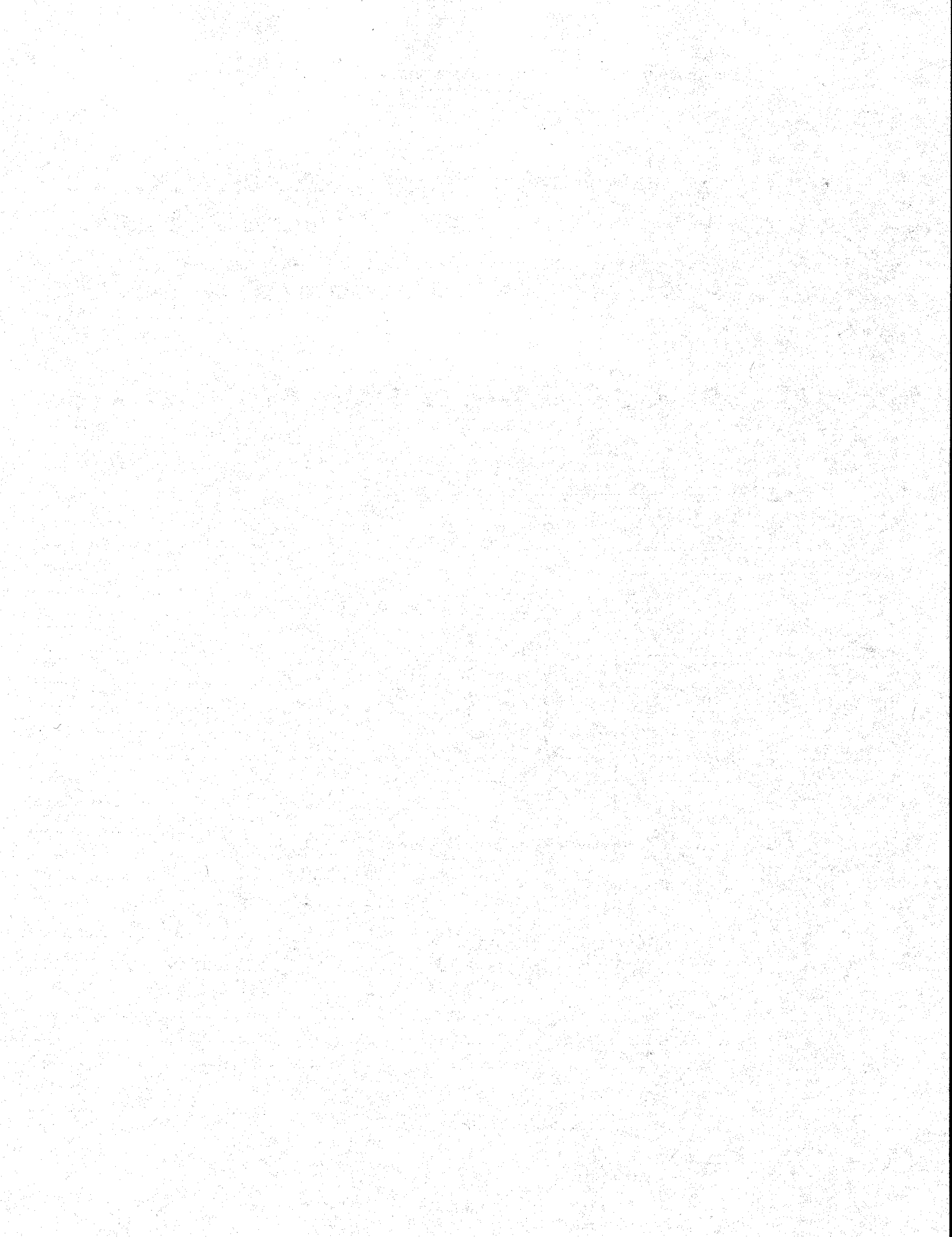
<b>Submitted By:</b>	<b>Date:</b>
<b>Supervisor's Name:</b>	<b>Supervisor Phone #:</b>



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

<b>Checks Payable To:</b>	<b>City:</b>	<b>Zip:</b>
<b>Contact 1 Name:</b>	<b>Contact 1 Title:</b>	<b>Primary Phone:</b>
<b>Contact 2 Name:</b>	<b>Contact 2 Title:</b>	<b>Primary Phone:</b>
<b>Program Name:</b>	<b>Contact Person:</b>	<b>Program Phone:</b>
<b>Program Name:</b>	<b>Contact Person:</b>	<b>Program Phone:</b>
<b>Program Name:</b>	<b>Contact Person:</b>	<b>Program Phone:</b>
<b>Program Name:</b>	<b>Contact Person:</b>	<b>Program Phone:</b>
<b>Program Name:</b>	<b>Contact Person:</b>	<b>Program Phone:</b>

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



**Department of Mental Health – Management Information Services**

**Support Desk – (951) 358-4530**

**COMPUTER ACCOUNT REQUEST FORM – MENTAL HEALTH CONTRACTORS**



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

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

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

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

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

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



**Department of Mental Health – Management Information Services  
Support Desk – (951) 358-4530**

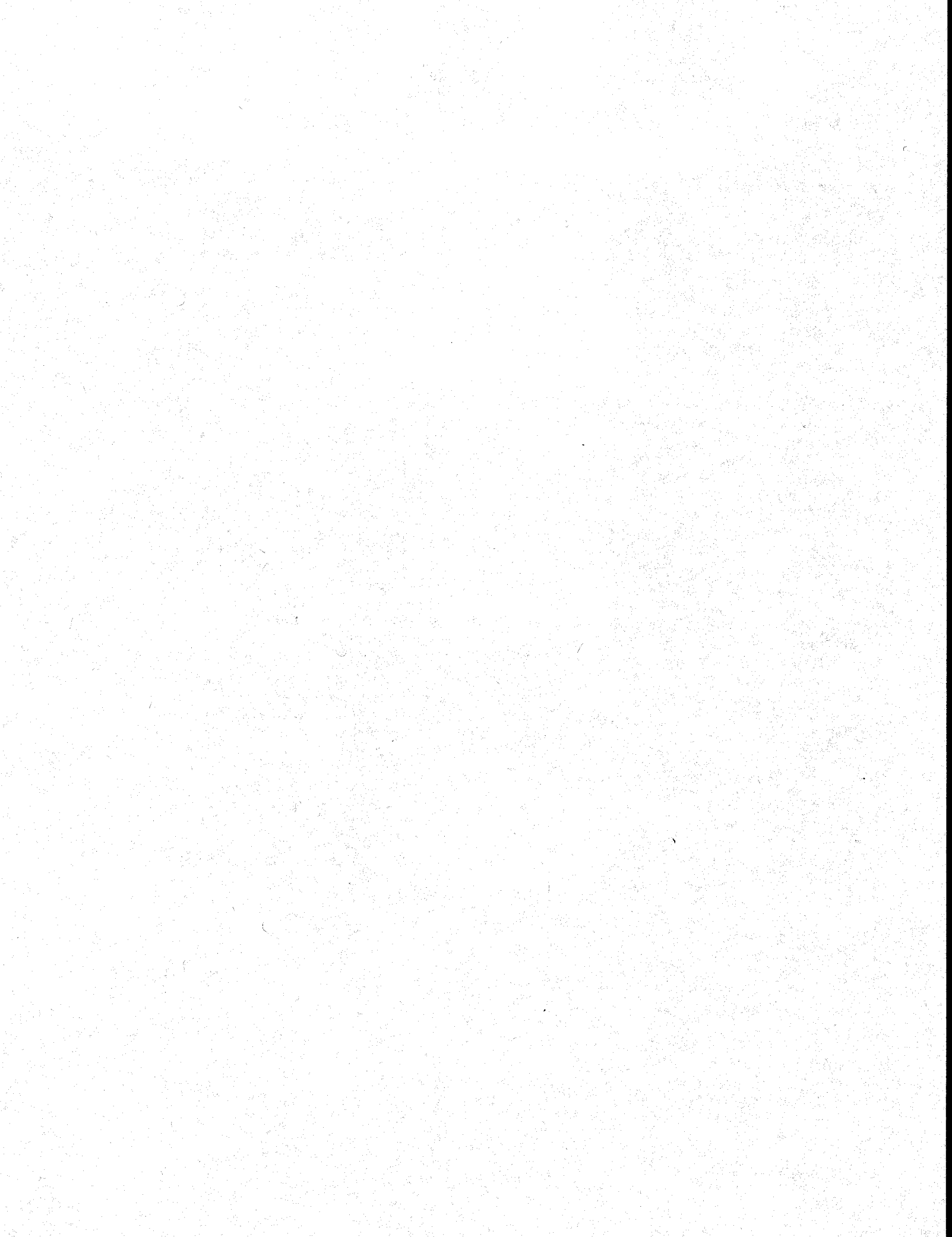
**COMPUTER ACCOUNT REQUEST FORM – MENTAL HEALTH CONTRACTORS**

**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 - MHSM (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 - PPS (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





1 **EXHIBIT A – SCOPE OF WORK**

2  
3 **CONTRACTOR NAME: RECOVERY INNOVATIONS, INC.**  
4 **RIVERSIDE PERMANENT HOUSING PROGRAM (THE PLACE)**  
5 **DEPARTMENT I.D.: 4100217281.74750**  
6

7 Recovery Innovations, Inc., hereinafter referred to as CONTRACTOR, shall provide to the  
8 Riverside County Department of Mental Health, hereinafter referred to as COUNTY, a peer-to-peer  
9 engagement and support program for persons who are chronically homeless and whose ability to  
10 maintain housing is severely impaired or influenced by a serious mental health disorder, including co-  
11 occurring substance abuse disorders. Services will be provided to Transition Age Youth (18-25), Adults  
12 (18-59) and/or Older Adults (60+) in the county Western Regional service area who are considered to be  
13 “hard-to-reach” homeless persons with a severe mental illness, who have been residing primarily in a  
14 public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for  
15 human beings and have been unable or unwilling to participate in supportive services.  
16

17 CONTRACTOR shall provide the following:

- 18 1. Provide services at the Riverside Permanent Housing facility, known as “The Place”, located at  
19 2800 Hulen Place, Riverside, CA 92507.
- 20 2. The CONTRACTOR shall provide food, bathroom and access to laundry facilities. Supportive  
21 services shall include peer-to-peer outreach, engagement and wellness and recovery based role  
22 modeling and support.
- 23 3. Drop-in center guest shall be offered linkage to community recourses and be provided referrals to  
24 the appropriate program/services.
- 25 4. The structure of the permanent residential component of the program will consist of a) 24-hour  
26 residence for an unspecified duration (no limit on length of stay); b) semi-private sleeping  
27 accommodations; c) common use of kitchen facilities, dining rooms, and bathrooms; d) social  
28 services and referrals within a non-intrusive, low demand environment; and e) an overnight  
29 occupancy limited to 25 persons.
- 30 5. The structure of the non-residential component of the program that will consist of a) drop-in center  
31 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.

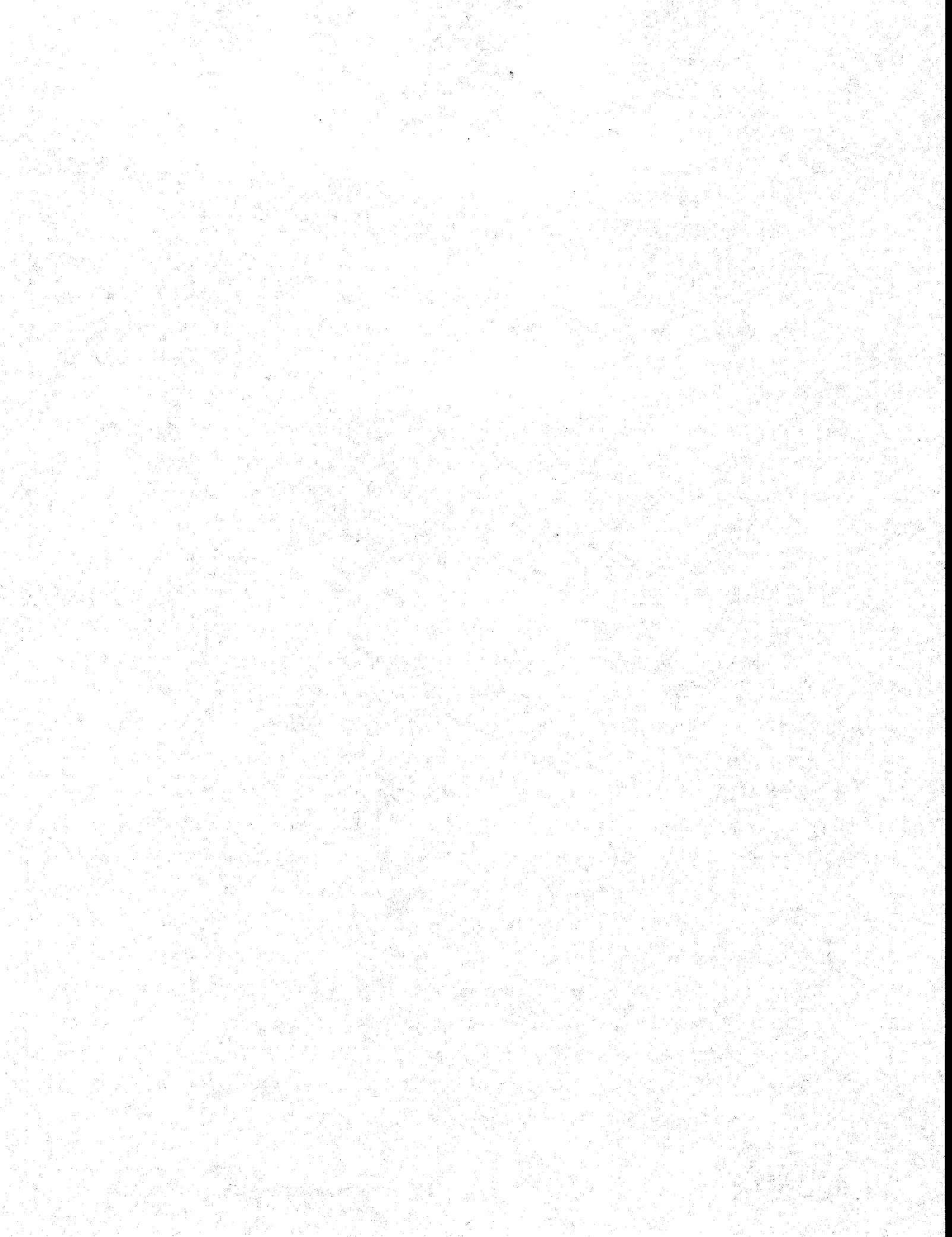
- 3 6. Gender-separated semi-private sleeping accommodations and gender-separated bathrooms,  
4 common laundry area, kitchen facility, dining room, and recreational area for television, movies,  
5 games, and other recreational activities, front desk/monitoring, and staff offices dispersed  
6 throughout 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.

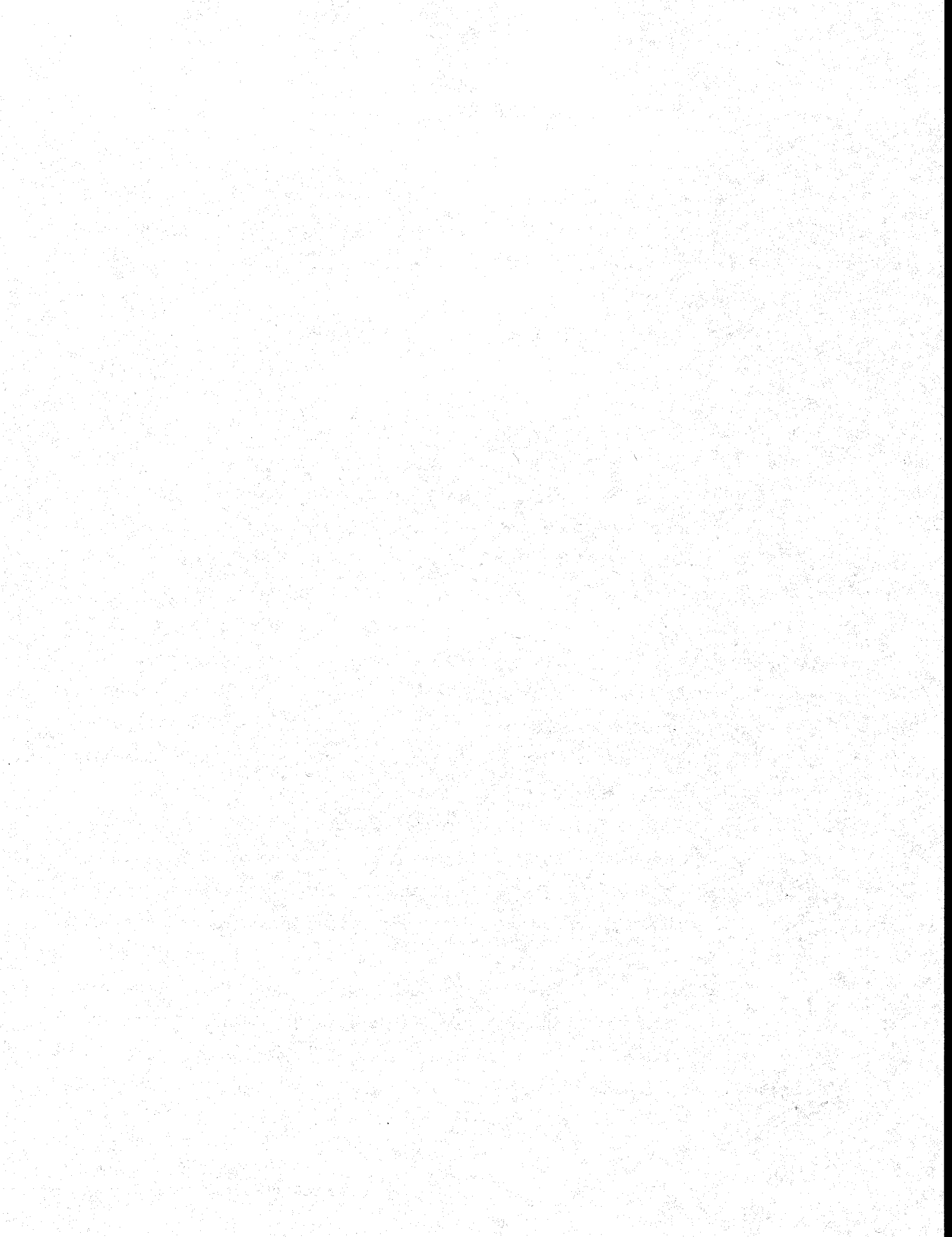


- 1           b. The CONTRACTOR shall insert appropriate clauses in all subcontracts to bind  
2           subcontractors to the terms and conditions of this contract insofar as they are applicable  
3           to the work of subcontractors.
- 4           c. Nothing contained in this Agreement shall 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:

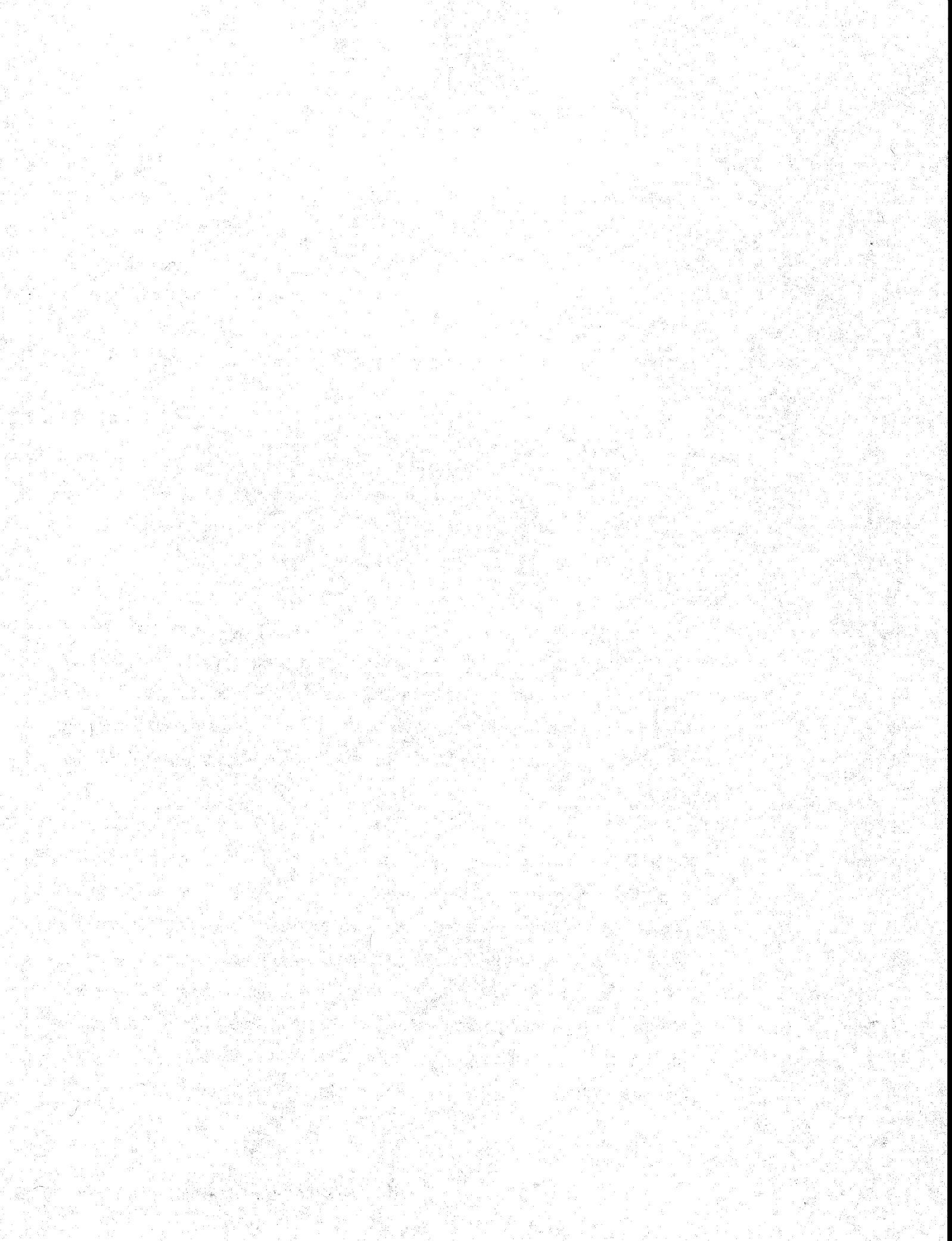
CONTRACTOR must receive written approval from the COUNTY Administrative Services Manager prior to purchasing any equipment or furnishings. Any equipment or furnishings not approved by the COUNTY prior to purchase may not be reimbursed to the CONTRACTOR by the COUNTY.

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.

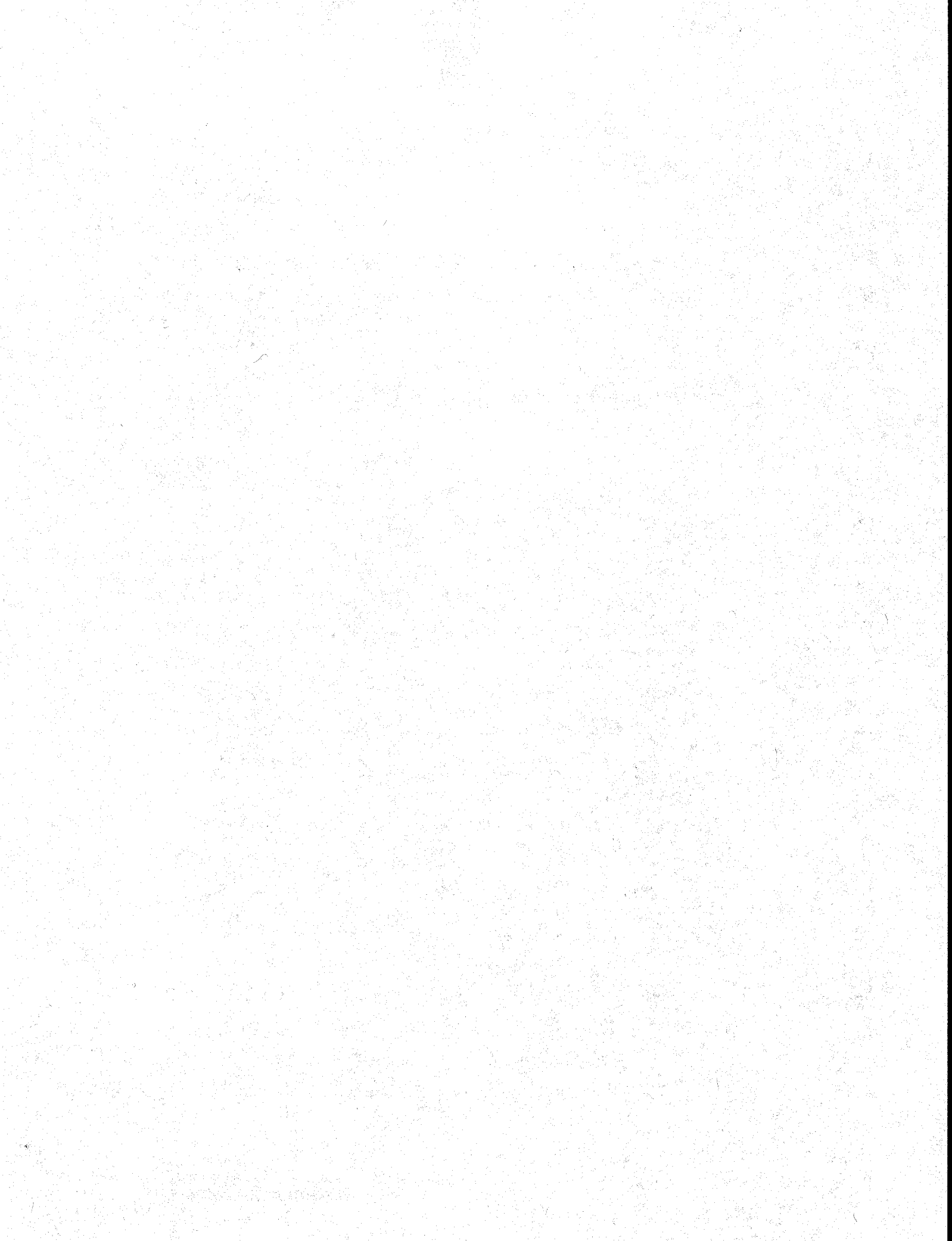
- 3 ii. A report of damaged, broken or lost items shall be provided to the COUNTY on a  
4 monthly basis. This report shall include property description, number of identical  
5 items, responsible party who damaged or broke items and date of incident.
- 6 iii. CONTRACTOR is responsible for the replacement 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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14 Rev. 3/10/14 TLS



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**EXHIBIT B - MENTAL HEALTH  
LAWS, REGULATIONS AND POLICIES**

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

General Regulations

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

Government Code 26227 (Contracting with County)

Government Code 7550 (Reports)

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

California Code of Regulations Title 9 Section 640 (Records)

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

Welfare and Institutions Code 5608 (Program Monitoring)

Welfare and Institutions Code 5751.2 (Staffing)

HIPAA 1996: Public Law 104-91

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

Adult System of Care

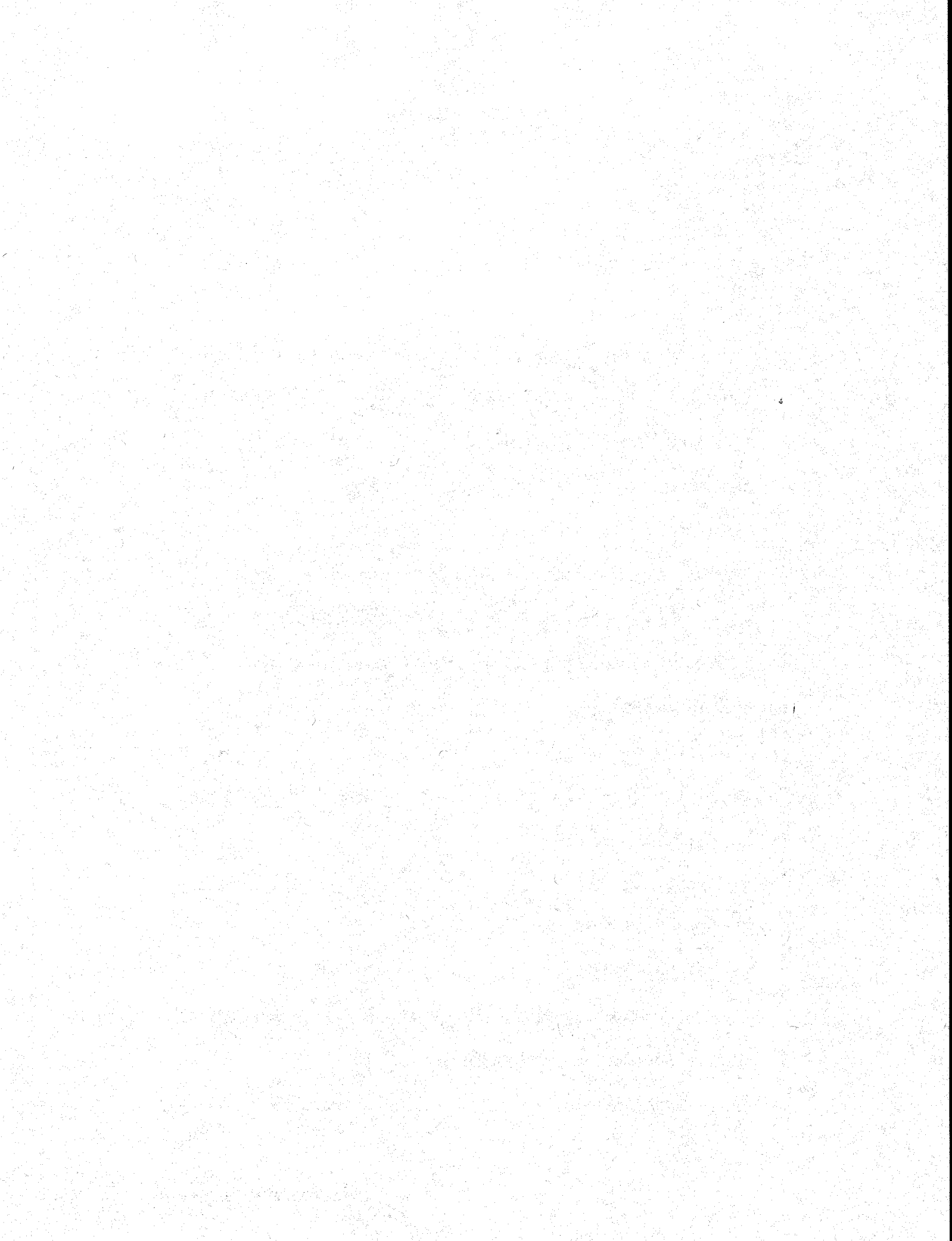
California Welfare and Institutions Code Sections 5689 et seq.

Case Management/Service Regulations

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

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





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  
13 Health Care Facilities

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  
18 Homeless Mentally Disabled

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

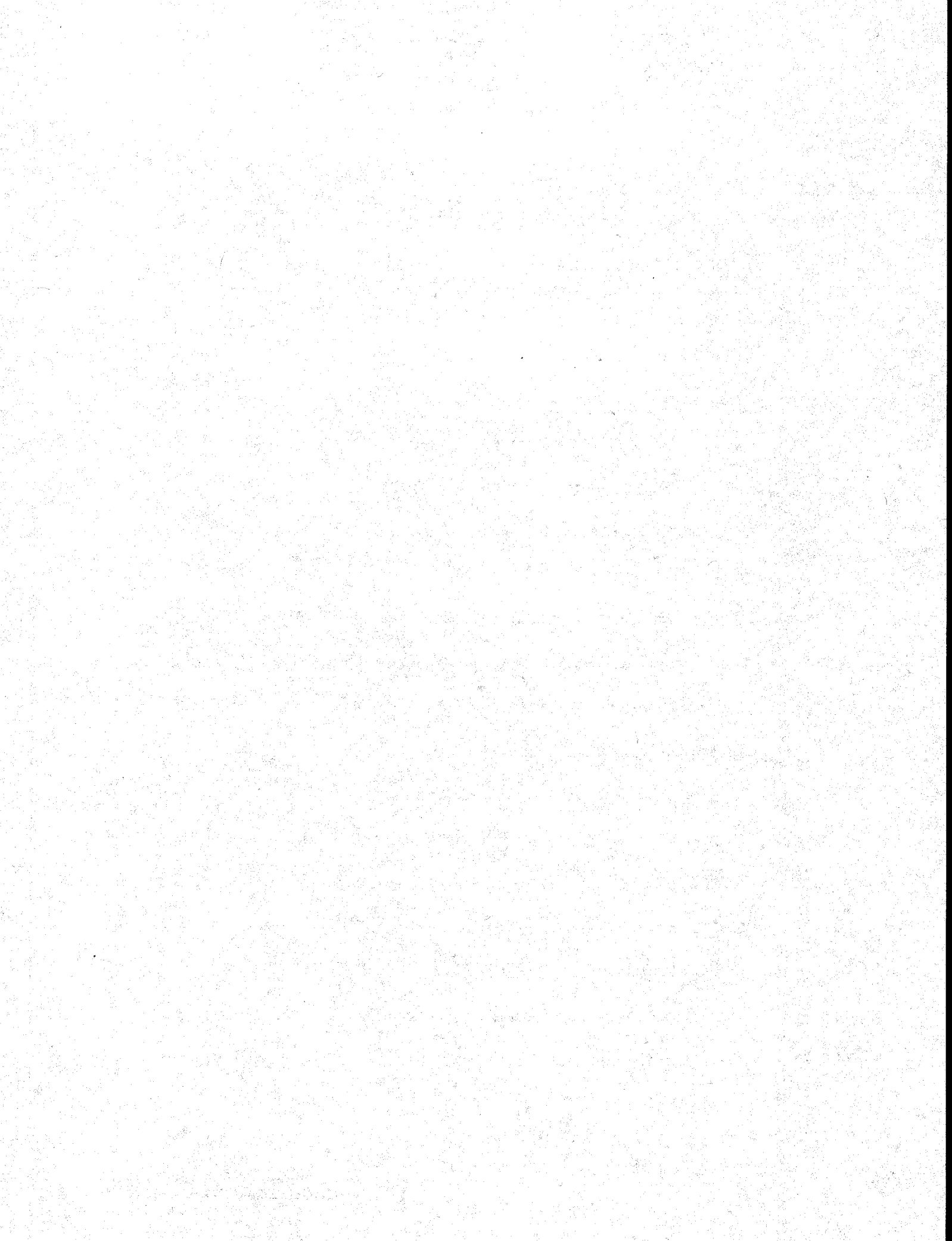
20 California Welfare & Institutions Code Section 5680 et seq.

21 Life Support

22 California Welfare & Institutions Code Section 4075 to 4078

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

24 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

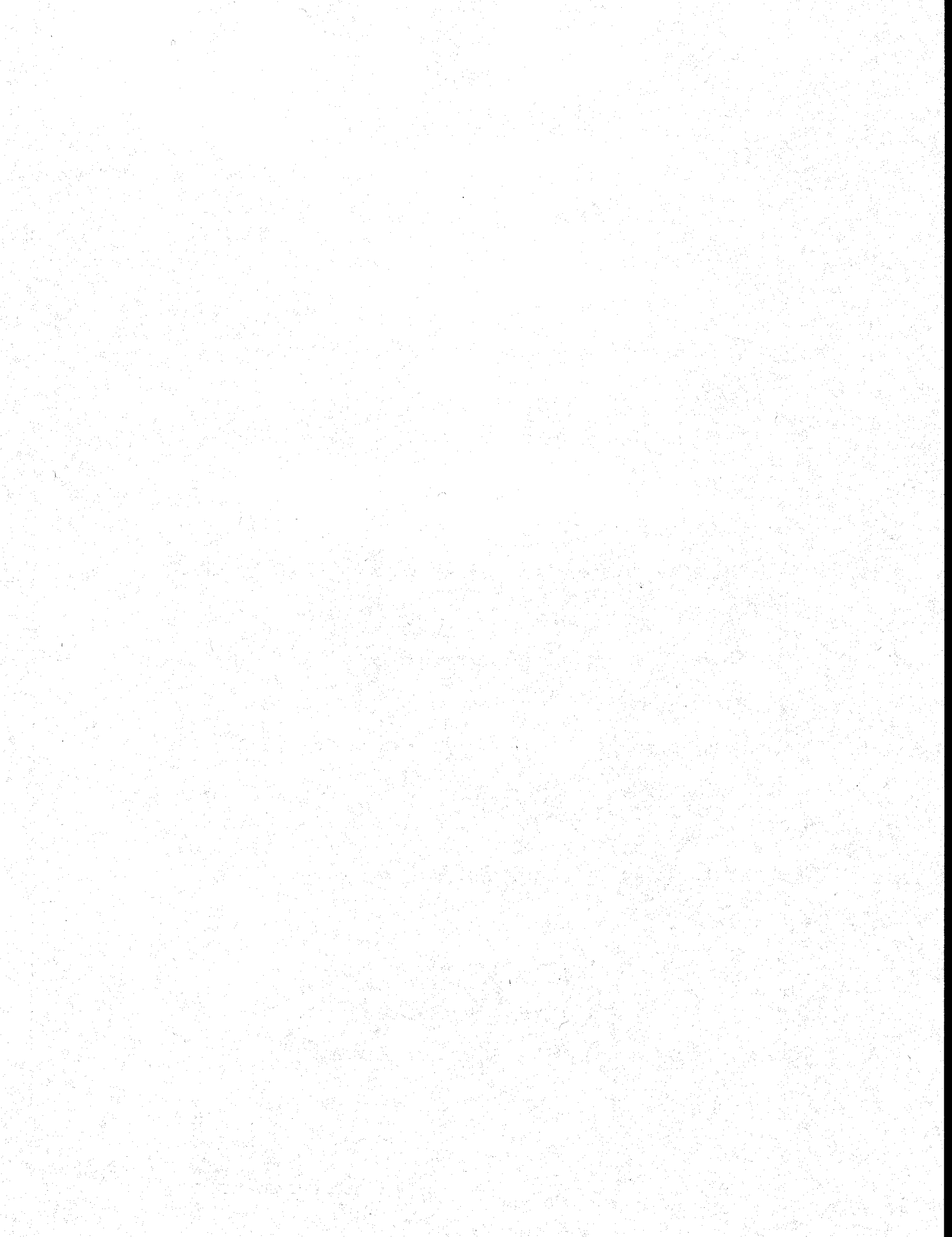
18           California Code of Regulations, Title 9, Section 1810.226 (State Department of Mental  
19           Health Plan)

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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22 Rev. 01/30/07 kds





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

**CONTRACTOR NAME:** Recovery Innovations, Inc.  
**PROGRAM NAME:** Riverside Permanent Housing "The Place"  
**DEPARTMENT ID:** 4100217281.74750/530280

**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:

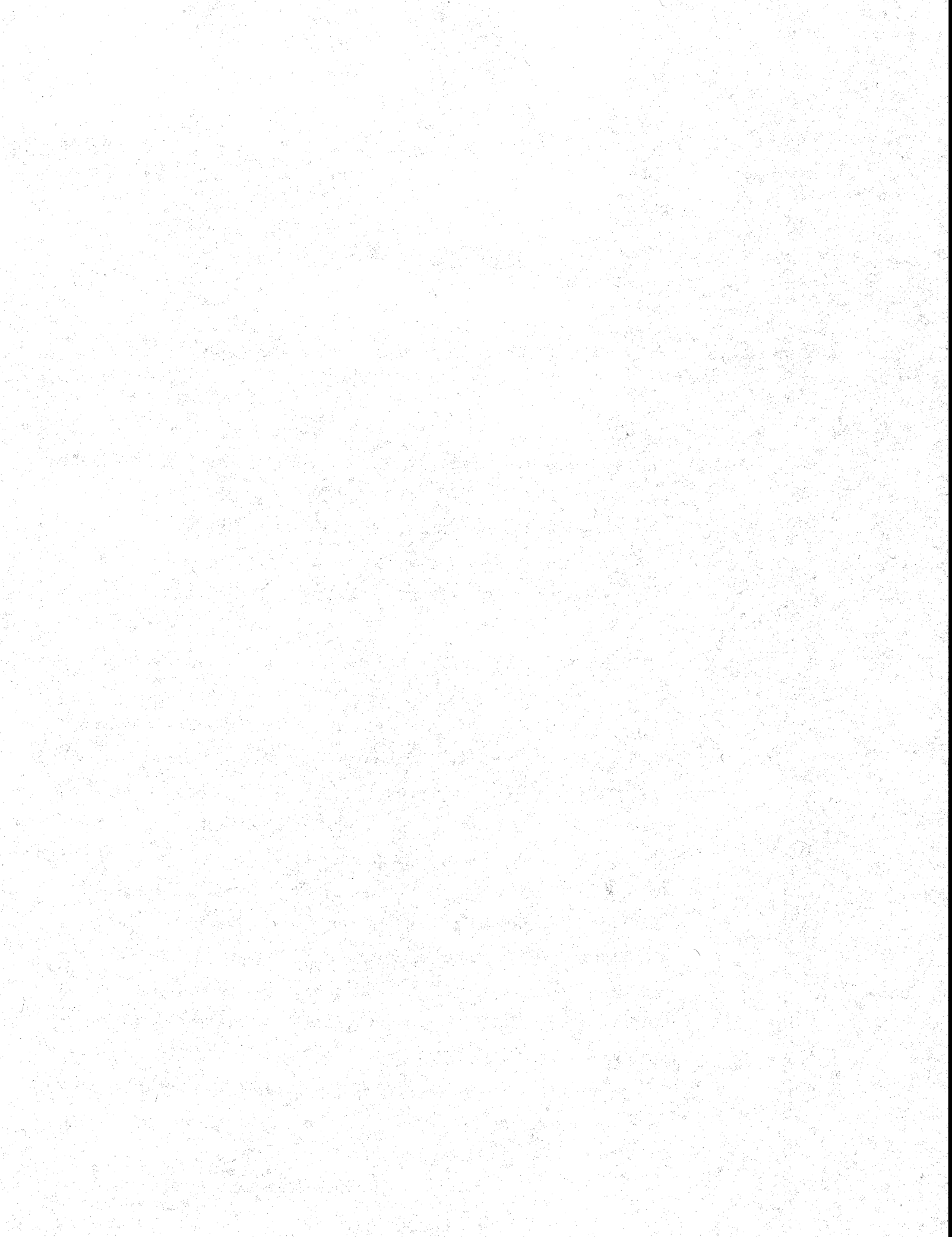
The Negotiated Rate, as approved by the COUNTY, per unit as specified in the Schedule I, multiplied by the actual number of units of service provided, less revenue collected, not to exceed the maximum obligation of the COUNTY for that fiscal year as specified herein.

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

2. CONTRACTOR Schedule I issued by COUNTY for budget purposes is attached hereto and 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,



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

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

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

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

**B. MAXIMUM OBLIGATION:**

COUNTY'S maximum obligation for FY 2014/2015 shall be **\$502,028** subject to availability of applicable Federal, State, local and/or COUNTY funds.

**C. BUDGET:**

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

**D. REVENUES:**

As applicable:

- 1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the Welfare & Institutions Code, and as further contained in the State Department of Health Care Services Revenue Manual, Section 1, CONTRACTOR shall collect revenues for the provision of the services described pursuant to Exhibit A. Such revenues may include but are not limited to, fees for services, private contributions, grants or other



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

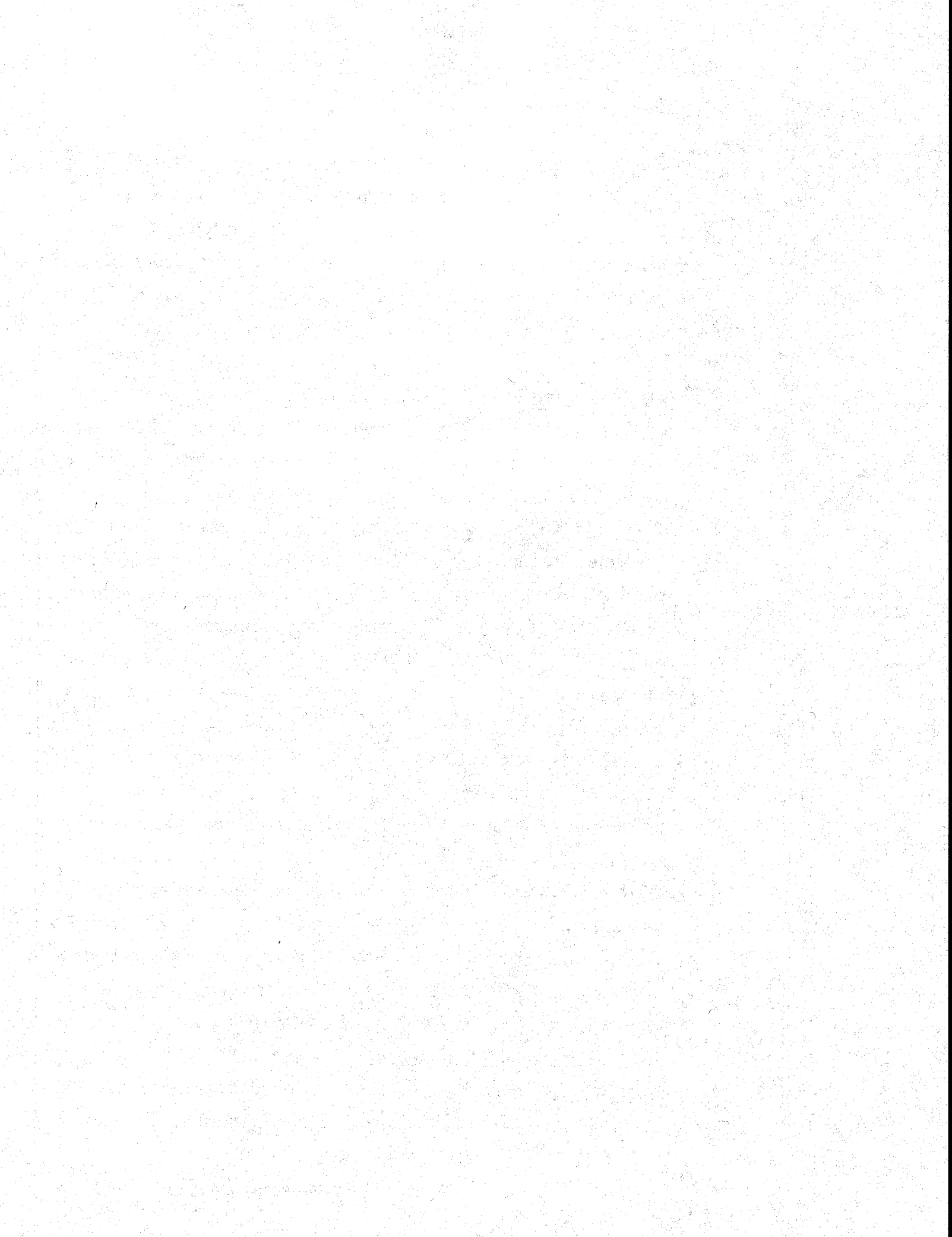
3 2. CONTRACTOR shall be responsible for checking and confirming Medi-  
4 Cal eligibility for its patient(s)/client(s) prior to the patient(s)/client(s)  
5 receiving services(s) and prior to services being billed in order to ensure  
6 proper billing of Medi-Cal eligible services for all applicable  
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.

29 **E. REALLOCATION OF FUNDS:**

- 30 1. No funds allocated for any mode and service function as designated in  
31 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 30<sup>th</sup>). 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.

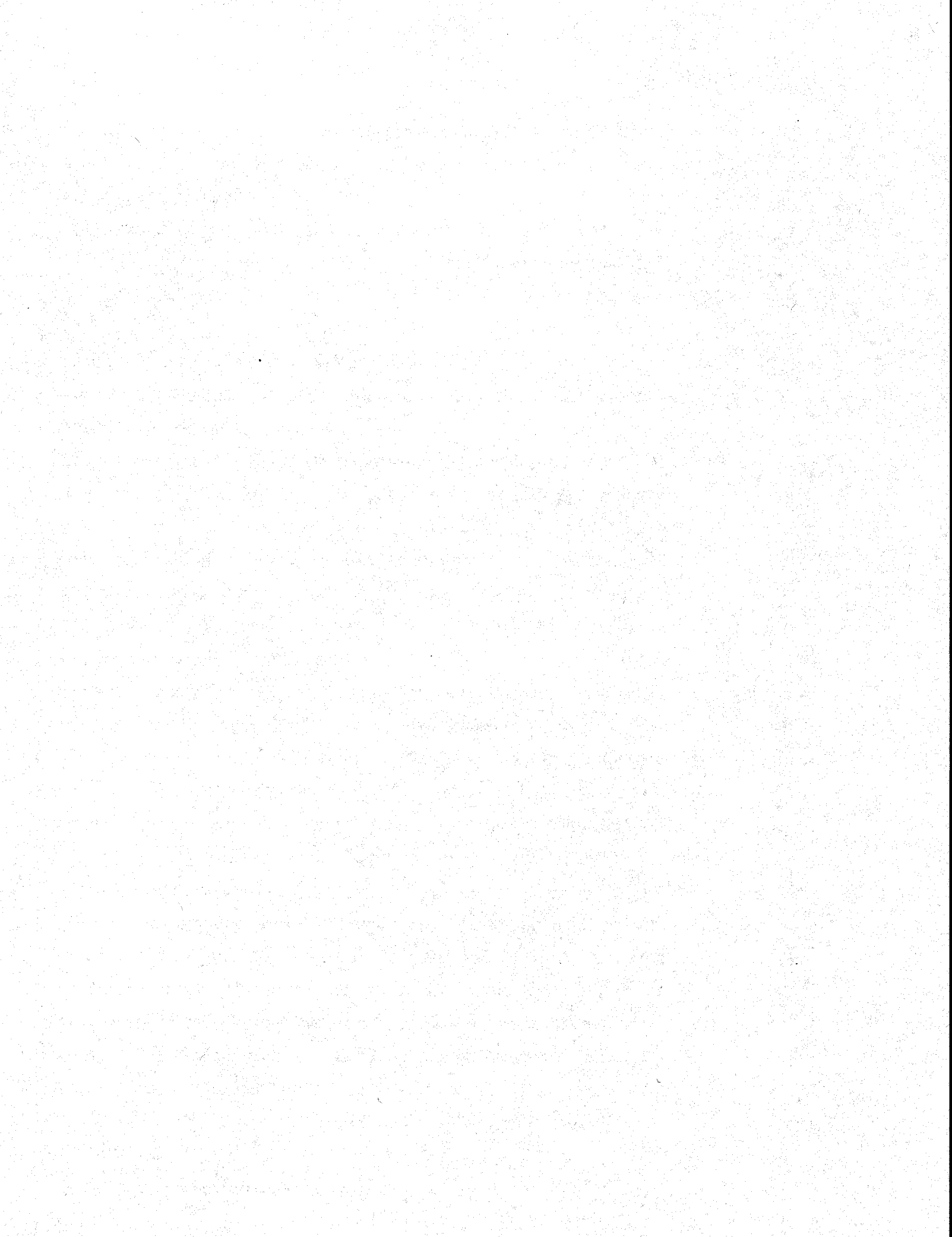
14 3. If this Agreement includes more than one Exhibit C and/or more than  
15 one Schedule I, shifting of funds from one Exhibit C to another and/or  
16 from one Schedule I to another is also prohibited without prior written  
17 consent and approval being received from COUNTY Program  
18 Administrator/Manager 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.



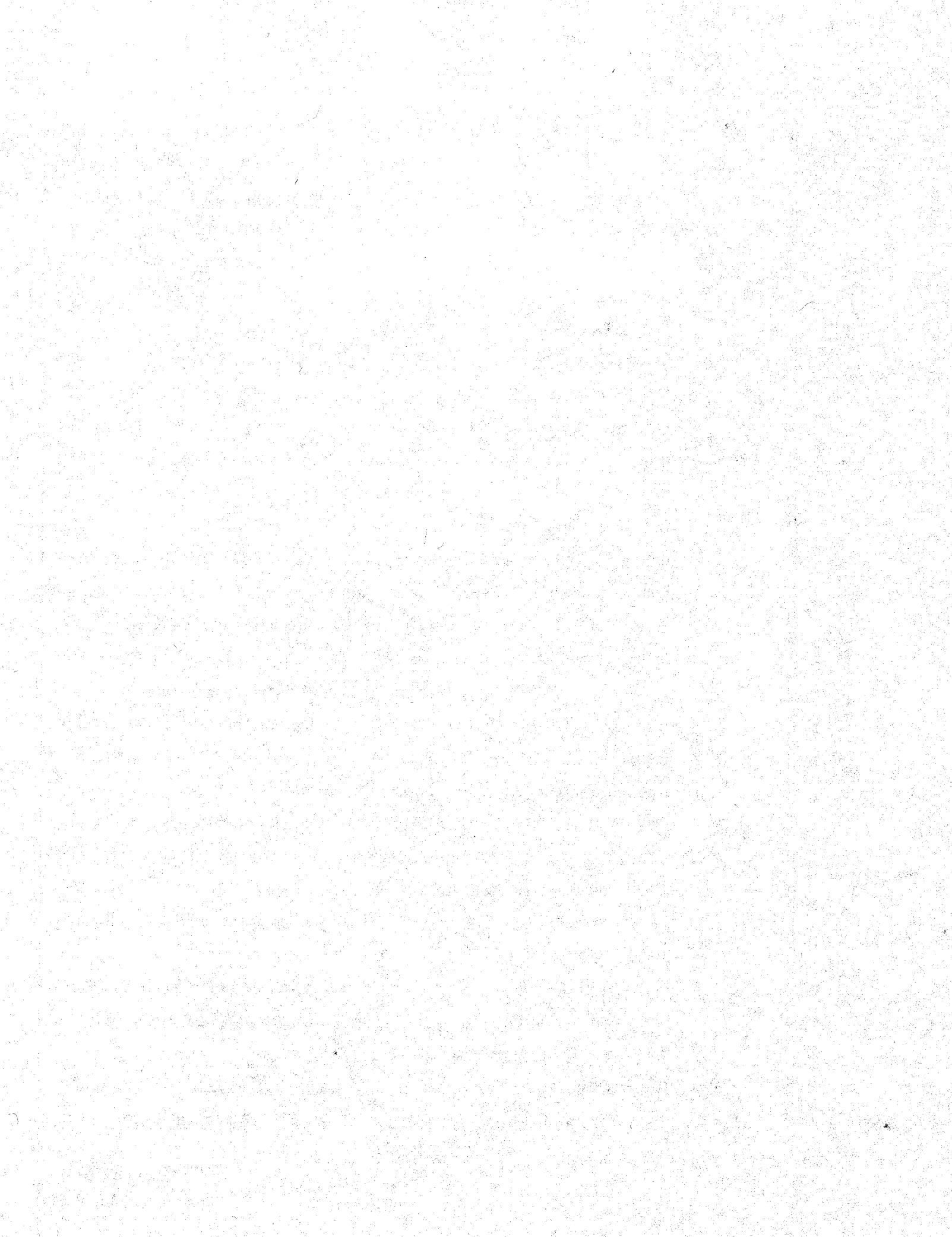
1 2. In addition, if the COUNTY determines that there is any portion (or all) of  
2 the CONTRACTOR invoice(s) that cannot be substantiated, verified or  
3 proven to be valid in any way for any fiscal year, then the COUNTY  
4 reserves the right to disallow and/or withhold current and/or future  
5 payments from CONTRACTOR until valid, substantial proof of any  
6 and/or all items billed for is received, verified and approved by the  
7 COUNTY.

8 3. In addition to the annual CMT, Program Monitoring, and Cost Report  
9 Reconciliation/Settlement processes, the COUNTY reserves the right to  
10 perform impromptu CMTs without any prior written or verbal notice, or  
11 periodic system service reviews and subsequent deletes and denial  
12 monitoring for this Agreement throughout the fiscal year in order to  
13 minimize and prevent COUNTY and CONTRACTOR loss and/or  
14 inaccurate billing and/or reports. The COUNTY, at its discretion, may  
15 withhold and/or offset invoices and/or monthly reimbursements to  
16 CONTRACTOR, at any time without prior notification to CONTRACTOR,  
17 for service deletes and denials that may occur in association with this  
18 Agreement. COUNTY shall notify CONTRACTOR of any such instances  
19 of services deletes and denials and subsequent withholds and/or  
20 reductions to CONTRACTOR invoices or monthly reimbursements.

21 4. Notwithstanding the provisions of Paragraph G-1 and G-2 above,  
22 CONTRACTOR shall be paid in arrears based upon either the actual  
23 units of service provided and entered into the COUNTY'S specified  
24 Electronic Management Information System (MIS), or on a one-twelfth  
25 (1/12<sup>th</sup>) monthly basis as specified in Paragraph A-1 above.

26 a. CONTRACTOR will be responsible for entering all service related  
27 data into the COUNTY's MIS (i.e. Provider Connect or CalOMS)  
28 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 (5<sup>th</sup>) 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 (5<sup>th</sup>) 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,  
29                                  for all billings, and the audit of all billings.

30                                  7. In order to insure that CONTRACTOR will receive reimbursement for  
31                                  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 30<sup>th</sup>), 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 30<sup>th</sup>), 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 30<sup>th</sup>), 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.
- 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.

7 **J. AUDITS:**

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

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

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

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

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

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

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

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

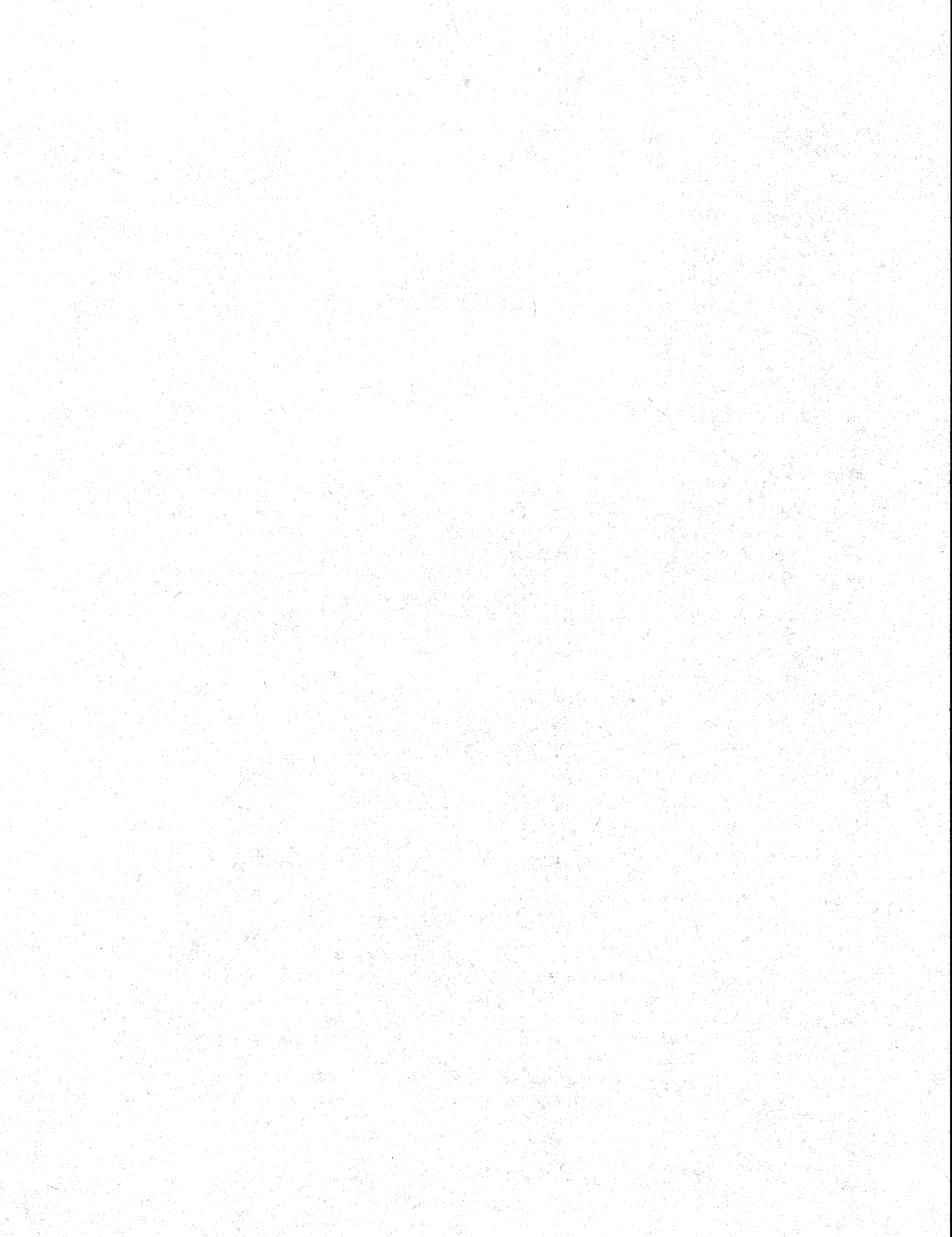
I, as an authorized representative of \_\_\_\_\_, **HEREBY CERTIFY** under penalty of perjury to the following: An assessment of the beneficiaries was conducted by \_\_\_\_\_ in compliance with the requirements as set forth and established in the contract with the Riverside County Department of Mental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







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

**CONTRACTOR NAME:** RECOVERY INNOVATIONS, INC. - "THE PLACE"  
**PROGRAM NAME:** HHOPE PROGRAM  
**DEPT ID/PROGRAM:** 4100217281-74750-530280  
**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
<b>RU#(s):</b>	<b>33MMFH</b>					
<b>MODE OF SERVICE:</b>	45	N/A	N/A	N/A	45	
<b>SERVICE FUNCTION:</b>	10-20	N/A	N/A	N/A	10	
<b>PROCEDURE CODES:</b>	610NB-620NB	FLXHSE	CLTSUP	KADMIN	760NB	
<b>UNIT MEASUREMENT:</b>	MINUTES	MINUTES	MINUTES	MINUTES	MINUTES	
<b>NUMBER OF UNITS:</b>	376,071	8,210	38,688	75,259	3,800	
<b>COST PER UNIT:</b>	\$1	\$1	\$1	\$1	\$1	
<b>GROSS COST:</b>	\$376,071	\$8,210	\$38,688	\$75,259	\$3,800	
<b>LESS REVENUES COLLECTED BY CONTRACTORS:</b>						
<b>A. PATIENT FEES</b>	\$0	\$0	\$0	\$0	\$0	\$0
<b>B. OTHER</b>	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL CONTRACTOR REVENUES</b>	\$0	\$0	\$0	\$0	\$0	\$0
<b>MAXIMUM OBLIGATION</b>	\$376,071	\$8,210	\$38,688	\$75,259	\$3,800	\$502,028
<b>SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:</b>						
<b>A: MEDICAL FFP</b>	\$0	\$0	\$0	\$0	\$0	\$0
<b>B: FEDERAL FUNDS</b>	\$280,185	\$6,117	\$28,824	\$56,071	\$2,831	\$374,028
<b>C: REALIGNMENT FUNDS</b>	\$0	\$0	\$0	\$0	\$0	\$0
<b>D: STATE FUNDS</b>	\$95,886	\$2,093	\$9,864	\$19,189	\$969	\$128,001
<b>E: COUNTY FUNDS</b>	\$0	\$0	\$0	\$0	\$0	\$0
<b>F: OTHER:</b>	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL ( ALL FUNDING SOURCES)</b>	\$376,071	\$8,210	\$38,688	\$75,259	\$3,800	\$502,028

**FUNDING SOURCES DOCUMENT:** CLIB FY 2013/2014

**ADMIN SVCS ANALYST SIGNATURE:**

Twanda Seals

**Date:** 4/1/2014

**FISCAL SERVICES SIGNATURE:**

Carlos Guzman

**Date:**

4/1/2014

**PREPARED BY:**

Twanda Seals Administrative Services Analyst II

**Date:** 4/1/2014