

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

840



FROM: Department of Mental Health

SUBMITTAL DATE:
January 5, 2015

SUBJECT: Ratify agreements with Telecare Corporation, in the amount of \$1,485,197, and Recovery Innovations, Inc., in the amount of \$3,293,788, for Mental Health Crisis Walk-In Center Services, for FY 14/15 and 15/16 (Districts: ALL) [\$8,233,993 Federal and State funds].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the Contract Aggregate Amount with the CWICs as listed in Attachment A for FY 14/15 and FY 15/16;
2. Ratify the new Agreements with Telecare Corporation and Recovery Innovations, Inc. for the Provision of CWICs as outlined in Attachment A for FY 14/15 and FY 15/16;
3. Authorize the Chairman of the Board to sign the new Agreements as listed in Attachment A;
4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 to increase or decrease the Agreements listed in Attachment A while staying within the approved aggregate amounts of \$4,778,985 for FY 14/15 and \$8,233,993 for subsequent fiscal years based upon the availability of funding, sign amendments that do not change the substantive terms of the Agreements, and exercise renewal options through June 30, 2019.

(Continued on page 2)

JW:KAS

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	\$ 4,778,985	\$ 8,233,993	\$ 37,714,957	\$ 8,233,993	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Federal 22%, State 78% **Budget Adjustment:** NO
For Fiscal Year: 14/15 – 15/16

C.E.O. RECOMMENDATION: APPROVE
County Executive Office Signature BY: *Jennifer Sargent*

Jennifer Sargent

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione and Ashley
Nays: None
Absent: Benoit
Date: January 27, 2015
xc: Mental Health, Purchasing

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

Deputy

Prev. Agn. Ref.: District: All **Agenda Number:** 3-10

FORM APPROVED COUNTY COUNSEL 1/15 DATE Department Concurrence
BY: GREGORY P. PRIAMOS
PURCHASING & FLEET SERVICES: Lisa Brandl, Director

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

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

FORM 11: Ratify agreements with Telecare Corporation, in the amount of \$1,485,197, and Recovery Innovations, Inc., in the amount of \$3,293,788, for Mental Health Crisis Walk-In Center Services, for FY 14/15 and 15/16 (Districts: ALL) [\$8,233,993 Federal and State funds].

DATE: January 5, 2015

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BACKGROUND:

Summary

The Department of Mental Health (DMH) seeks to establish a crisis support system of care that will include the establishment of crisis walk-in outpatient clinics that operate 24 hours day. The purpose of these programs is to provide community based supports that assist the individual in resolving the crisis without the need for involuntary inpatient care.

Attachment A reflects the addition of Telecare Corporation and Recovery Innovations, Inc. Mental Health Crisis Walk-in-Centers.

The new CWICs are intended to provide crisis stabilization services to adults ages 18 and above including Transition Age Youth (18-25), Adults (26-59) and Older Adults (60+) meeting medical necessity criteria as defined by DMH, State and Federal regulations.

Impact on Citizens and Businesses

CWICs are voluntary outpatient alternatives to acute inpatient and involuntary treatment that provide crisis stabilization services lasting less than 24 hours. Services will be provided to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities may include but are not limited to assessment, collateral, individual and group therapy. Crisis stabilization will be provided on site which has been certified by the appropriate governmental agencies to provide crisis stabilization services. In order to establish a recovery based environment, the program design seeks to provide services in a welcoming environment with enriched peer to peer support. It is intended that these crisis services will be provided on a voluntary basis to persons living throughout Riverside County. Telecare Corporation will establish a site and provide services in the Mid-County Region and Recovery Innovations, Inc. will establish service locations in both Desert and Western Regions. The CWICs will expand the capacity to provide mental health services to citizens/clients of Riverside County who experience sudden mental health crisis in the community, or whose treatment in the standard outpatient setting has been disrupted.

Therefore, the DMH is requesting that the Board of Supervisors approve and authorize the Chairman of the Board to execute the Telecare Corporation and Recovery Innovation, Inc. Agreements for the provision of Mental Health Crisis Walk-in-Centers, with an annual ongoing cost of \$8,233,993.

Additional Fiscal Information

The Agreements, outlined in Attachment A, are funded through realignment and include termination clauses, in the event applicable Federal, State and/or County funds become unavailable for the provision of services. There are sufficient funds in the department's FY 14/15 budget and no additional County funds are required.

Contract History and Price Reasonableness

On December 23, 2013, DMH issued a formal Request for Proposal (No. MHARC-144) seeking competitive proposals from agencies qualified to run Mental Health Crisis Walk-in-Centers throughout Riverside County.

The RFP was emailed to eighty two individuals on the bidders list for this procurement to inform them the County was seeking proposals for this program. A non mandatory bidder's conference was held on January 30, 2014. There were seven individuals in attendance representing four organizations. The bid closed on March 6, 2014, and proposals were received from four organizations to provide these services.

Upon screening the proposals, it was determined that all four of the proposals were responsive with regards to having all required sections.

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After careful review, evaluations, contract negotiations and conducting group discussions, the Evaluation Committee determined Telecare Corporation and Recovery Innovations, Inc. to be the most responsive, responsible and lowest bidders to provide these services. The evaluators reached consensus that they would recommend Telecare to be awarded the Mid-County contract to implement this program and Recovery Innovations, Inc. to implement the Riverside and Desert area of the County.

ATTACHMENTS:

Attachment A – Contract Maximum Amounts
Agreement with Telecare Corporation
Agreement with Recovery Innovations, Inc.

ATTACHMENT A

846

**CRISIS WALK-IN-CENTERS
CONTRACT MAXIMUM AMOUNTS
FISCAL YEAR 14/15**

Contractor	Contract Amount
Telecare Corporation (Mid County)	\$1,485,197
Recovery Innovations, Inc. (Western)	\$1,646,894
Recovery Innovations, Inc. (Desert)	\$1,646,894
Total Aggregate Amount	\$4,778,985

FISCAL YEARS 15/16 thru 18/19

Contractor	Contract Amount
Telecare Corporation (Mid County)	\$2,474,751
Recovery Innovations, Inc. (Western)	\$2,879,621
Recovery Innovations, Inc. (Desert)	\$2,879,621
Total Aggregate Amount	\$8,233,993

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: Randy L Little
Randy L Little
Print Name
Date: 1/14/2015

COUNTY COUNSEL:

Gregory P. Priamos
Approved as to form
By: [Signature]
Deputy County Counsel

COUNTY

By: Marion Ashley
Marion Ashley, Chairman
Board of Supervisors
Date: JAN 27 2015

ATTEST:

KECIA HARPER IHEM, Clerk
By: [Signature]
DEPUTY

JAN 27 2015 3-10

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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 January 1, 2015, and continue in effect
10 through June 30, 2015. The Agreement may thereafter be renewed annually, up to an
11 additional 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
24 B. Restrictions On Salaries

25 CONTRACTOR agrees that no part of any federal funds provided under this
26 Agreement shall be used by the CONTRACTOR, or its Subcontractors to pay the
27 salary of an individual at a rate in excess of Level 1 of the Executive Schedule.
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 1. CONTRACTOR will not assist, promote, or deter union organizing by
7 employees performing work on a state service contract, including a public
8 works contract.
9

10 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

16 3. If the CONTRACTOR incurs costs, or makes expenditures to assist, promote,
17 or deter union organizing, CONTRACTOR will maintain records sufficient to
18 show that no reimbursement from state funds has been sought for these costs,
19 and the CONTRACTOR shall provide those records to the County and then to
20 the Attorney General upon request.
21

22 D. Lobbying And Restrictions And Disclosures Certification

23 Applicable to federally funded contracts in excess of \$100,000 per Section 1352

24 Title 31, USC, Section 1352 and 45 CFR Part 93:

25 1. Certification and Disclosure Requirements
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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
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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
27 funds may be expended to pay any person influencing or attempting to influence an
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1 officer 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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IV

PROGRAM SUPERVISION, MONITORING AND REVIEW:

Pursuant to Welfare & Institutions Code (WIC), Section 5608, services hereunder shall be provided by CONTRACTOR under the general supervision of the COUNTY Director of Mental Health, hereinafter called DIRECTOR, or his authorized designee.

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

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

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

1 3. CONTRACTOR agrees to allow COUNTY to collaborate with CONTRACTOR
2 personnel regarding COUNTY consumer aftercare services and continuity of care
3 with the COUNTY.

4 B. As it pertains to the COUNTY and Program Monitoring, if at any point during the
5 duration of this Agreement, the COUNTY determines CONTRACTOR is out of
6 compliance with any provision in this Agreement, the COUNTY may request a plan
7 of correction, after providing the CONTRACTOR with written notification and the
8 basis for the finding of noncompliance.
9

10 1. Within thirty (30) days of receiving notification, the CONTRACTOR shall
11 provide a written plan of corrective action addressing the non-compliance.
12

13 2. If the COUNTY accepts the CONTRACTOR'S proposed plan of correction,
14 it shall suspend other punitive actions to give the CONTRACTOR the
15 opportunity to come into compliance.

16 3. If the COUNTY determines CONTRACTOR has failed to implement
17 corrective action, funds may be withheld until compliance is achieved.
18

19 4. CONTRACTOR shall cooperate with any such effort by COUNTY including
20 follow-up investigation and interview of witnesses. Failure to cooperate or
21 take corrective action as may be indicated by an investigation could result in
22 termination of this Agreement.
23

24 C. CONTRACTOR agrees that any duly authorized representative of the Federal, the
25 State, COUNTY or local government shall have the right to audit, inspect, excerpt,
26 copy or transcribe any pertinent records and documentation relating to this
27 Agreement or previous year's Agreements.
28

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

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

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

24 G. Notwithstanding the foregoing, the COUNTY reserves the right, at any time and
25 without a thirty (30) day written notice, to disallow or withhold CONTRACTOR
26 funding if and when deemed necessary for material non-compliance as it pertains to
27 any provision of this Agreement.
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2 STATUS OF CONTRACTOR:

3 A. CONTRACTOR acknowledges that this Agreement is by and between the
4 COUNTY and CONTRACTOR and is not intended, and shall not be construed, to
5 create the relationship of agent, servant, employee, partnership, joint venture, or
6 association, as between COUNTY and CONTRACTOR. CONTRACTOR is, and
7 shall at all times be deemed to be, an independent CONTRACTOR and shall be
8 wholly responsible for the manner in which it performs the services required of it by
9 the terms of this Agreement. CONTRACTOR assumes the exclusive responsibility
10 for the acts of its employees or agents as they relate to services to be provided.
11 CONTRACTOR shall bear the sole responsibility and liability for furnishing
12 workers' compensation benefits to any person for injuries arising from or connected
13 with services performed on behalf of COUNTY pursuant to this Agreement.
14
15

16 B. CONTRACTOR certifies that it is aware of the Occupational Safety and Health
17 Administration (OSHA) of the U.S. Department of Labor, the derivative Cal/OSHA
18 standards and laws and regulations relating thereto, and shall comply therewith as to
19 all relative elements under this Agreement.
20

21 C. CONTRACTOR is responsible for payment and deduction of all employment-related
22 taxes on CONTRACTOR'S behalf and for CONTRACTOR'S employees, including,
23 but not limited, to all Federal, State and applicable local income taxes and
24 withholdings. COUNTY shall not be required to make any deductions from
25 compensation payable to CONTRACTOR for these purposes.
26
27
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1 D. CONTRACTOR shall indemnify COUNTY against any and all claims that may be
2 made against COUNTY based upon any contention by a third party that an employer-
3 employee relationship exists by reason of this Agreement.

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

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

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

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20 VI

21 ADMINISTRATIVE CHANGE IN STATUS:

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

- 25 1. A change in status is defined as, but is not limited to, a name change not
26 amounting to a change of ownership, moving a facility's service location within
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1 the same region, closing a facility with services being offered in another already
2 existing contracted facility, or change in services offered without an increase to
3 the Agreement maximum. Other changes to the Agreement may result in a more
4 formal Agreement amendment. Involuntary changes of status due to disasters
5 should be reported to the COUNTY as soon as possible.
6

- 7 2. CONTRACTOR is responsible for providing to the COUNTY, annually, at the
8 beginning of each fiscal year and upon execution of the CONTRACTOR'S
9 Agreement, emergency and/or after hour contact information for the
10 CONTRACTOR'S organization. CONTRACTOR'S emergency and/or after
11 hour contact information shall include, but is not limited to, first and last name of
12 emergency and/or after hour contact, telephone number, cellular phone number,
13 and applicable address(s). CONTRACTOR shall provide this information to the
14 COUNTY at the same time the CONTRACTOR provides the COUNTY with
15 annual insurance renewals and/or changes to insurance coverage.
16
17 3. CONTRACTOR shall be responsible for updating this information, immediately
18 and in writing, when changes in CONTRACTOR'S emergency and/or after hour
19 contact information occurs during the fiscal year or prior to the end of the fiscal
20 year. Written CONTRACTOR'S updates of this information shall be provided
21 to the COUNTY in accordance with Section XXXI, NOTICES, of this
22 Agreement.
23
24 4. If there are any CONTRACTOR administrative changes, such as signatory
25 authority, management, site addresses, business locations, remittance addresses,
26 tax identification numbers, business ownership, etc., a letter, on
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1 CONTRACTOR's letterhead and signed by the CONTRACTOR's Chairman of
2 the Board or President or Chief Executive Officer, or its designee, and/or a copy
3 of CONTRACTOR's Board minutes authorizing the change(s), the appropriate
4 documentation must be submitted to COUNTY within two weeks of the change.

5
6 VII

7 DELEGATION AND ASSIGNMENT:

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

3 ALTERATION:

4 No alteration or variation of the terms of this Agreement shall be valid unless made
5 in writing and signed by the parties hereto. No oral understanding or agreement not
6 incorporated herein, shall be binding on any of the parties hereto unless specifically made
7 in writing by both parties hereto.
8

9 IX

10 LICENSES:

- 11 A. CONTRACTOR warrants and certifies that it has all applicable, appropriate, and
12 necessary licenses, permits, approvals, certifications, waivers, and exemptions
13 necessary to provide the services outlined herein, for its business to operate, and for
14 personnel to provide services hereunder, and as required by all applicable laws and
15 regulations set forth by the Federal, State, County and local governments, and all
16 other appropriate governmental agencies.
17
18 B. CONTRACTOR agrees to maintain these licenses, permits, approvals, certifications,
19 waivers, and exemptions, etc. throughout the term of this Agreement.
20
21 C. CONTRACTOR shall notify DIRECTOR, or its designee, immediately and in
22 writing of its inability to maintain, irrespective of the pendency of an appeal of such
23 licenses, permits, approvals, certifications, waivers or exemptions.
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X

INDEMNIFICATION:

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

COUNTY shall indemnify Contractor against any claim, demands, or liability arising from damage to property, and injuries to persons, which may arise out of or because of County's performance of its duties under this Agreement, or failure to perform, but only in proportion to and to the extent such claim demands, damages or liability are caused by, or result from the negligent or intentional acts or omissions of County, its officers, agent, or employee.

XI

INSURANCE:

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold harmless the County of Riverside and the State of California, CONTRACTOR shall

1 procure and maintain or cause to be maintained, at its sole cost and expense, the following
2 insurance coverage during the term of this Agreement. With respect to the insurance section
3 only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special
4 Districts, and Department, their respective directors, officers, Board of Supervisors,
5 employees, elected or appointed officials, agents, or representatives as Additional Insureds.
6

7 A. Workers' Compensation

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

16 B. Commercial General Liability

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

2 If CONTRACTOR uses any vehicles or mobile equipment in the performance of the
3 obligations under this Agreement, CONTRACTOR shall maintain liability insurance for
4 all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per
5 occurrence combined single limit. If such insurance contains a general aggregate limit, it
6 shall apply separately to this Agreement or be no less than two (2) times the occurrence
7 limit. Policy shall name the COUNTY as Additional Insured.
8

9 D. Professional Liability

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

- 2 1. Any insurance carrier providing insurance coverage hereunder shall be admitted to
3 the State of California and have an A.M. BEST rating of not less than an A: VIII (A:
4 8) unless such requirements are waived, in writing, by the COUNTY Risk Manager.
5 If the COUNTY Risk Manager waives a requirement for a particular insurer, such
6 waiver is only valid for that specific insurer and only for one policy term.
7
- 8 2. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or
9 self-insured retentions. If such deductibles or self-insured retentions exceed
10 \$500,000 per occurrence, such deductibles and/or retentions shall have the prior
11 written consent of the COUNTY Risk Manager before the commencement of
12 operations under this Agreement. Upon notification of deductibles or self insured
13 retentions which are deemed unacceptable to the COUNTY, at the election of the
14 COUNTY Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or
15 eliminate such deductibles or self-insured retentions with respect to this Agreement
16 with the COUNTY, or 2) procure a bond which guarantees payment of losses and
17 related investigations, claims administration, defense costs and expenses.
18
- 19 3. The CONTRACTOR shall cause their insurance carrier(s) to furnish the County of
20 Riverside with 1) a properly executed original Certificate(s) of Insurance and
21 certified original copies of Endorsements effecting coverage as required herein; or,
22 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide
23 original Certified copies of policies including all Endorsements and all attachments
24 thereto, showing such insurance is in full force and effect. Further, said Certificate(s)
25 and policies of insurance shall contain the covenant of the insurance carrier(s) shall
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1 provide no less than thirty (30) days written notice be given to the County of
2 Riverside prior to any material modification or cancellation of such insurance. In the
3 event of a material modification or cancellation of coverage, this Agreement shall
4 terminate forthwith, unless the County of Riverside receives, prior to such effective
5 date, another properly executed original Certificate of Insurance and original copies
6 of endorsements or certified original policies, including all endorsements and
7 attachments thereto evidencing coverage and the insurance required herein is in full
8 force and effect. Individual(s) authorized by the insurance carrier to do so on its
9 behalf shall sign the original endorsements for each policy and the Certificate of
10 Insurance. Certificates of insurance and certified original copies of Endorsements
11 effecting coverage as required herein shall be delivered to Riverside County Mental
12 Health Department, P.O. Box 7549, Riverside, CA 92513-7549, Contracts Division.
13 CONTRACTOR shall not commence operations until the County of Riverside has
14 been furnished original Certificate(s) of Insurance and certified original copies of
15 endorsements or policies of insurance, including all endorsements and any and all
16 other attachments as required in this Section.
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20 4. It is understood and agreed by the parties hereto and the CONTRACTOR'S
21 insurance company(s), that the Certificate(s) of Insurance and policies shall so
22 covenant and shall be construed as primary insurance, and the COUNTY'S
23 insurance and/or deductibles and/or self-insured retentions or self-insured programs
24 shall not be construed as contributory.
25

26 5. CONTRACTOR shall pass down the insurance obligations contained herein to all
27 tiers of subcontractors working under this Agreement.
28

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

4 XII

5 LIMITATION OF COUNTY LIABILITY:

6 Notwithstanding any other provision of this Agreement, the liability of COUNTY
7 shall not exceed the amount of funds appropriated in the support of this Agreement by the
8 California Legislature.
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10 XIII

11 WARRANTY AGAINST CONTINGENT FEES:

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

23 NONDISCRIMINATION:

24 A. Employment

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

11 2. All solicitations or advertisements for employees placed by or on behalf of
12 CONTRACTOR shall state that all qualified applicants will receive
13 consideration for employment without regard to race, religion, color, sex,
14 national origin, age, sexual preference, or disabilities.
15

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

23 4. In the event of noncompliance with this section or as otherwise provided by
24 State and Federal law, this Agreement may be terminated or suspended in
25 whole or in part and CONTRACTOR may be declared ineligible for further
26 contracts involving State funds.
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1 B. Services, Benefits, and Facilities

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

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

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

21
22 4. CONTRACTOR will maintain a safe facility in accordance with Title 9,
23 Division 1 of the California Code of Regulations. CONTRACTOR will store
24 and dispense medications in compliance with all applicable State and Federal
25 laws and regulations and COUNTY'S "Medication Guidelines," available from
26 the COUNTY Quality Improvement- Outpatient Division.
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- 1 5. A completed ADA /504 Self-Evaluation (Access to Services) Plan, including a
2 Checklist for Accessibility must be submitted as a part of the application
3 process requirement for contracting.
- 4 6. CONTRACTORS that relocate must find space that is accessible.
5 CONTRACTORS that renovate their existing space must meet accessibility
6 standards in order to maintain funding, certification or licensure.
- 7 7. CONTRACTORS that are not currently accessible to people with disabilities
8 must have a written and posted referral policy and plan developed in
9 conjunction with the county mental health program administration and
10 consumers must be provided with a copy of this policy.
- 11 8. Existing facilities must provide a current written ADA/504 (Access to
12 Services) Plan to the County at each renewal, including a current Disability
13 Admission and Referral Policy developed in conjunction with the County
14 Mental Health Administration.

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18 XV

19 PERSONS WITH DISABILITIES:

20 CONTRACTOR agrees to comply with Section 504 of the Rehabilitation Act of
21 1973, as amended (29 USC 794) and all requirements as imposed by the applicable
22 Federal Department of Health and Human Services (DHHS) regulations (45 CFR 84), and
23 all guidelines and interpretations issued pursuant thereto. No qualified person with a
24 disability shall, on the basis of their disability be excluded from participation, be denied
25 the benefits of, or otherwise be subjected to discrimination under any program, service
26

1 activity or employment opportunity provided by programs licensed or certified under this
2 Agreement.

3 XVI

4 REPORTS:

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

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

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

21 1. Events reported shall include:

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

1 f. Fires or explosions which occur in or on the premises

2 2. Information provided shall include the following:

3 a. Residents' name, age, sex, and date of admission

4 b. Date, time and nature of the event

5 c. Attending physician's name, findings and treatment, if any.

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

8 (i) The organizational changes specified in Section 10531(a) of this
9 subchapter

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

11 (iii) Any change of the administrator of the facility. Such notification shall
12 include the new administrator's name, address and qualifications.
13

14 D. CONTRACTOR must adhere to all applicable Federal, State and County reporting
15 requirements as mandated. The COUNTY shall provide necessary instructions and
16 direction to CONTRACTOR regarding COUNTY policies and procedures for meeting
17 requirements.
18

19 E. CONTRACTOR shall report client and staff data about the CONTRACTOR's program
20 and services as required by the DIRECTOR, or its authorized designee, or by the State,
21 regarding the CONTRACTOR's activities as they affect the duties, roles,
22 responsibilities, and purposes contained in this Agreement, and as may be specifically
23 referenced in Exhibit A. COUNTY shall provide CONTRACTOR with at least thirty
24 (30) days prior written notice of any additional, required reports in this matter.
25 COUNTY shall provide instructions on the reporting requirements as required herein.
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1 F. As Mental Health and/or Substance Abuse service providers and funding recipients,
2 under the State Charitable Choice requirements, CONTRACTOR must adhere to the
3 following:

- 4 1. Ensure that CONTRACTOR provides notice to all its clients of their right to
5 alternative services if, when and where applicable;
6
7 2. Ensure that CONTRACTOR refers clients to alternative services if, when and
8 where applicable; and
9
10 3. Fund and/or provide alternative service if, when and where applicable.
11 Alternative services are services determined by the State to be accessible,
12 comparable, and provided within a reasonable period of time from another Mental
13 Health and/or Substance Abuse provider (or alternative provider if, when and
14 where applicable) to which the client has no objection.

15 XVII

16 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

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

4 CONFIDENTIALITY:

5 CONTRACTOR shall maintain the confidentiality of all client identifying
6 information contained in records, including but not limited to patient/client records/charts,
7 billing records, research and client identifying reports, and the COUNTY'S client
8 management information system (ELMR) in accordance with WIC Sections 14100.2 and
9 5328 et seq, Title 42 Code of Federal Regulations, Section 431.300 et seq., Section 1320
10 D et seq, of Title 42, United States Code and it's impending regulations (including but not
11 limited to Title 45, CFR, Parts 142, 160, 162, 164) and all other applicable current or
12 future COUNTY, State and Federal laws, regulations, ordinances and directives relating to
13 confidentiality and security of client records and information.
14
15

16 A. The CONTRACTOR shall protect from unauthorized disclosure, confidential client
17 identifying information obtained or generated in the course of providing services
18 pursuant to this Agreement except for non-identifying statistical information. The
19 CONTRACTOR shall not use identifying information for any purpose other than
20 carrying out the CONTRACTOR'S obligations under this Agreement.
21

22 B. The CONTRACTOR shall not disclose confidential client identifying information
23 except as authorized by client, clients' legal representative or as permitted by Federal
24 or State law, to anyone other than the COUNTY or State without prior valid
25 authorization from the client or clients' legal representative in accordance with State
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1 and Federal laws. Any disclosures made shall be logged and the log maintained in
2 accordance with State and Federal law.

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

7
8 D. For purposes of the above paragraphs, identifying information is considered to be any
9 information that reasonably identifies an individual and their past, present, or future
10 physical or mental health or condition. This includes, but is not limited to, any
11 combination of the person's name, address, Social Security Number, date of birth,
12 identifying number, symbol, or other identifying particular assigned to the individual,
13 such as finger or voice print, or photograph.

14
15 E. Notification of Electronic Breach or Improper Disclosure

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

3 Attention: Mental Health Compliance Officer
4 Riverside County Department of Mental Health
5 P.O. Box 7549
6
7 Riverside, CA 92513

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

12
13 F. Safeguards

14 The CONTRACTOR shall implement administrative, physical, and technical
15 safeguards that reasonably and appropriately protect the confidentiality, integrity,
16 and availability of the Protected Health Information (PHI), included electronic PHI,
17 that it creates, receives, maintains, or transmits on behalf of COUNTY; and to
18 prevent use or disclosure of PHI other than as provided for by this Agreement. In
19 addition, CONTRACTOR shall develop and maintain a written information privacy
20 and security program that includes administrative, technical and physical safeguards
21 appropriate to the size and complexity of the CONTRACTOR's operations and the
22 nature and scope of its activities. CONTRACTOR shall also provide COUNTY
23 with a copy of information outlining such safeguards that are developed and
24 implemented by the CONTRACTOR upon thirty (30) days written request by the
25 COUNTY.
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1 G. The CONTRACTOR shall implement strong access controls and other security
2 safeguards and precautions as noted in the following to restrict logical and physical
3 access to confidential, personal (e.g. PHI) or sensitive data to authorized users only.
4 The CONTRACTOR shall enforce the following administrative and technical
5 password controls on all systems used to process or store confidential, personal, or
6 sensitive data:
7

8 1. Passwords must not be:

- 9 a. Shared or written down where they are accessible or recognizable by anyone
10 else, such as taped to computer screens, stored under keyboards, or visible
11 in a work area;
12
13 b. A dictionary word; and
14
15 c. Stored in clear text

16 2. Passwords must be:

- 17 a. Eight (8) characters or more in length
18
19 b. Changed every 90 days
20
21 c. Changed immediately if revealed or compromised
22
23 d. Composed of characteristics from at least three of the following four groups
24 from the standard keyboard:
25 (i) Upper Case letter (A-Z);
26 (ii) Lower case letters (a-z);
27 (iii) Arabic numerals (0 through 9); and
28 (iv) Non-alphanumeric characters (punctuation symbols)

1 H. The CONTRACTOR shall implement the following security controls on each
2 workstation or portable computing device (e.g., laptop computer) containing
3 confidential, personal, or sensitive data:

- 4 1. Network-based firewall and/or personal firewall;
- 5 2. Continuously updated anti-virus software; and
- 6 3. Patch management process including installation of all operating
7 system/software vendor security patches.

9 I. The CONTRACTOR shall utilize a commercial encryption solution that has
10 received FIPS 140 -2 validation to encrypt all confidential, personal, or sensitive
11 data stored on portable electronic media (including, but not limited to, CDs and
12 thumb drives) and on portable computing devices (including, but not limited to,
13 laptop and notebook computers). The CONTRACTOR shall not transmit
14 confidential, personal, or sensitive data via-e-mail or other internet transport
15 protocol unless the data is encrypted by a solution that has been validated by the
16 National Institute of Standards and Technology (NIST) as conforming to the
17 Advanced Encryption Standard (AES) Algorithm or Triple DES.

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20 1. Mitigation of Harmful Effects

21 The CONTRACTOR shall mitigate, to the extent practicable, any harmful effect
22 that is known to CONTRACTOR of a use or disclosure of PHI by
23 CONTRACTOR or its subcontractors in violation of the requirements of these
24 Provisions.

25
26 2. Employee Training and Discipline

1 The CONTRACTOR shall train and use reasonable measures to ensure
2 compliance with the requirements of these Provisions by employees who assist
3 in the performance of functions or activities on behalf of COUNTY under this
4 Agreement and use or disclose PHI; and discipline such employees who
5 intentionally violate any of these Provisions, including termination of
6 employment.
7

8 3. Disclaimer

9 COUNTY makes no warranty or representation that compliance by
10 CONTRACTOR with these Provisions, HIPAA or HIPAA regulations will be
11 adequate or satisfactory for CONTRACTOR's own purposes or that any
12 information in CONTRACTOR's possession or control, or transmitted or
13 received by CONTRACTOR, is or will be secure from unauthorized use or
14 disclosure. CONTRACTOR is solely responsible for all decisions made by
15 CONTRACTOR regarding the safeguarding of PHI.
16

17 4. Interpretation

18 The terms and conditions in these Provisions shall be interpreted as broadly as
19 necessary to implement and comply with HIPAA, the HIPAA regulations and
20 applicable State laws. The parties agree that any ambiguity in the terms and
21 conditions of these Provisions shall be resolved in favor of a meaning that
22 complies and is consistent with HIPAA and the HIPAA regulations.
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25 CONTRACTOR shall require all its officers, employees, associates, and agents
26 providing services hereunder to acknowledge, in writing, understanding of and
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1 agreement to comply with all confidentiality provisions as set forth in this
2 Agreement.

3 J. For the purposes of the above paragraphs, identifying information is considered to be
4 any information that reasonably identifies an individual in their past, present, or
5 future physical or mental condition. This includes, but is not limited to, any
6 combination of the person's first and last name, address, Social Security Number,
7 date of birth, identifying number, symbol, or other identifying particulars assigned to
8 the individual, such as finger or voice print, or photograph. ←
9

10 XIX

11 RECORDS/INFORMATION AND RECORD RETENTION:

12 All records shall be available for inspection by the designated auditors of COUNTY, State
13 Department of Justice, State Department of Health Care Services, U.S. Department of
14 Health and Human Services and the U.S Office of the Inspector General at reasonable
15 times during normal business hours. Records include, but are not limited to all physical
16 and electronic records originated or prepared pursuant to the performance under this
17 Agreement including, but not limited to, working papers, reports, financial records or
18 books of account, medical records, prescription files, subcontracts, any and other
19 documentation pertaining to medical and non-medical services for clients. Upon request,
20 at any time during the period of this Agreement, the CONTRACTOR will furnish any
21 such record or copy thereof, to the COUNTY. CONTRACTOR shall be subject to the
22 examination and audit of the Office of the Inspector General for a period of three (3) years
23 after final payment under the Agreement.
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27 A. Medical Records
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1 CONTRACTOR shall adhere to the licensing authority, the State Department of
2 Social Services, the State Department of Health Care Services and Medi-Cal
3 documentation standards, as applicable. CONTRACTOR shall maintain adequate
4 medical records on each individual patient which includes at a minimum, a client care
5 plan, diagnostic procedures, evaluation studies, problems to be addressed,
6 medications provided, and records of service provided by the various personnel in
7 sufficient detail to make possible an evaluation of services, including records of
8 patient interviews and progress notes.

10 B. Financial Records

11 CONTRACTOR shall maintain complete financial records that clearly reflect the cost
12 of each type of service for which payment is claimed. Any apportionment of costs
13 shall be made in accordance with generally accepted accounting principles and shall
14 evidence proper audit trails reflecting the true cost of the services rendered.
15 Allowable costs shall be those costs defined in Centers for Medicare and Medicaid
16 Services Manual (CMS 15-1). Statistical data shall be kept and reports made as
17 required by the DIRECTOR, or his designee, and the State of California. All such
18 records shall be available for inspection by the designated auditors of COUNTY or
19 State at reasonable times during normal business hours.

22 C. Financial Record Retention

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

27 D. Patient/Client Record Retention

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

6
7 E. Shared Records/Information

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

13
14 F. Client Records

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

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25 G. Records Inspection

26 All records shall be available for inspection by all applicable and designated Federal,
27 State, and COUNTY auditors during normal business hours. Records shall include,
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1 but are not limited to, all physical and electronic records originated or prepared
2 pursuant to the performance under this Agreement; including, but not limited to,
3 working papers, reports, financial records or books of account, medical records,
4 prescription files, subcontracts, any and other documentation pertaining to medical
5 and non-medical services for clients. Upon request, at any time during the period of
6 this Agreement, the CONTRACTOR will furnish any such records or copies thereof,
7 to the applicable Federal, State and COUNTY auditors. CONTRACTOR shall be
8 subject to the examination and audit of the Office of the Inspector General for a
9 period of no less than three (3) years pertaining to individuals over the age of
10 eighteen (18) years of age related documentation after final payment under
11 Agreement.
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15 STAFFING:

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

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

5
6 1. A list of persons by name, title, and professional degree, including, but not limited
7 to, licensing, experience, credentials, Cardiopulmonary Resuscitation (CPR)
8 Training, First Aid training, languages spoken, Race/Ethnicity with an option to
9 select "Prefer Not to Say" and/or certification and experience of persons providing
10 services hereunder, and any other information deemed necessary by the
11 DIRECTOR or designee. All certifications should comply with applicable
12 California Health and Safety Code of Regulations.

13
14 2. Previously established and/or updated Personnel policies and procedures;

15
16 3. Updated personnel file for each staff member (including subcontractors, as
17 approved by COUNTY and volunteers) that includes at minimum the following:

18 a. Resume, employment application, proof of current licensure, all applicable
19 employment related certifications, registration;

20 b. List of all applicable trainings during time of employment to present.

21 B. During the term of this Agreement, CONTRACTOR with fifteen (15) or more
22 employees will designate a Disability Access Coordinator. The Access Coordinator is
23 responsible for the development and implementation of the program's ADA/ 504 Self-
24 Evaluation Plan and Annual Updates.
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- 1 C. CONTRACTOR shall institute and maintain an in-service training program of
2 treatment review and case conferences and/or prevention strategies as appropriate, in
3 which professional and other appropriate personnel shall participate.
- 4 D. The CONTRACTOR recognizes the importance of child and family support
5 obligations and shall fully comply with all applicable State and Federal laws relating
6 to child and family support enforcement, including, but not limited to, disclosure of
7 information and compliance with earnings assignment orders, as provided in Chapter
8 8, commencing with Section 5200, of Part 5 of Division 9 of the Family Code.
- 9 E. CONTRACTOR shall establish and disseminate written policies for all employees
10 that include detailed information about the False Claims Act and the other provisions
11 named in Section 1902(a)(68)(A). Included in these written policies shall be
12 detailed information about CONTRACTOR'S policies and procedures for detecting
13 and preventing fraud, waste, and abuse in federal, state and local health care
14 programs. CONTRACTOR shall also include in any employee handbook a specific
15 discussion of the laws described in the written policies, the rights of employees to be
16 protected as whistleblowers, and a specific discussion of CONTRACTOR'S policies
17 and procedures for detecting and preventing fraud, waste and abuse.
- 18 F. CONTRACTOR shall follow all Federal, State and County policies, laws and
19 regulations regarding Staffing and/or Employee compensation. CONTRACTOR
20 shall not pay or compensate any of its Staff, Personnel or Employees by means of
21 cash. All payments or compensation made to CONTRACTOR Staff, Personnel
22 and/or Employees in association with the fulfillment of this Agreement shall be
23 made by means of Staff, Personnel and/or Employee Certified Payroll only.
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1 G. CONTRACTOR is responsible for notifying the COUNTY of all changes to indirect
2 and direct personnel service providers that will have an impact on its Electronic
3 Management of Records (ELMR) system. These changes include, but are not
4 limited to, adding new personnel, modifying existing personnel, or terminating
5 personnel. CONTRACTOR is responsible for completing the attached Computer
6 Account Request Form (CARF)-BOILERPLATE-ATTACHMENT A, when such
7 changes occur and will have an impact on ELMR data entry or system access, and
8 shall submit, via email, the completed CARF form to its designated COUNTY
9 Program Analyst for review and approval. The COUNTY designated Program
10 Analyst will then review CARF for accuracy and will then submit CARF to the
11 COUNTY'S Information Technology (I.T.) staff for processing. The COUNTY'S
12 designated Program Analyst will communicate with the CONTRACTOR, via email,
13 with confirmation of submission for processing, and a COUNTY I.T. or ELMR
14 personnel will contact the CONTRACTOR direct, via telephone, to confirm receipt
15 of the CARF and provide confirmation that computer access has been granted or
16 changed as requested by the CONTRACTOR.
17
18
19

20 H. CONTRACTOR shall be responsible for checking, on a quarterly basis, the Office of
21 the Inspector General (OIG) website (<http://www.oig.hhs.gov>) to validate that none
22 of CONTRACTOR'S staff are on the OIG or Medi-Cal list of excluded individuals
23 to provide direct services to COUNTY clients. CONTRACTOR shall notify, in
24 writing within thirty (30) calendar days, if and when any CONTRACTOR'S
25 personnel are found listed on this site and what action has been taken to remedy the
26 matter.
27
28

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

17 XXI

18 CULTURAL COMPETENCY

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

9 1. CONTRACTOR shall demonstrate program access; linguistically appropriate
10 and timely mental health service delivery; staff training; and organizational
11 policies and procedures related to the treatment of culturally diverse
12 populations. CONTRACTOR shall perform specific outcome studies, on-site
13 reviews and written reports to be made available to the COUNTY upon
14 request.
15

16 2. CONTRACTOR shall provide services that are non-discriminatory and that
17 meet the individual needs of the multi-cultural beneficiaries to be served.
18 CONTRACTOR shall ensure that high quality accessible mental health care
19 includes:
20

21 a. Clinical care and therapeutic interventions which are linguistically and
22 culturally appropriate; including, at a minimum, admission, discharge,
23 and medication consent forms available in Spanish.
24

25 b. Have a comprehensive management strategy to address culturally and
26 linguistically appropriate services, including strategic goals, plans,
27 policies, procedures and designated staff responsible for implementation.
28

- 1 c. Medically appropriate interventions, which acknowledge specific cultural
2 influences.
- 3 d. Provision and utilization of qualified interpreters within twenty-four (24)
4 hours of identified need.
- 5 e. Screening and certification of interpreters as specified in subparagraph 3
6 a below.
- 7
- 8 f. Training to mental health providers in building the cultural knowledge
9 and skill required to provide culturally appropriate treatment of client
10 population served.
- 11
- 12 g. Develop and implement a strategy to recruit, retain and promote
13 qualified, diverse and culturally competent administrative, clinical and
14 support staff that are trained and qualified.
- 15
- 16 h. Client related information translated into the various languages of the
17 diverse populations served.
- 18
- 19 i. Provide oral and written notices, including translated signage at key
20 points of contact, to clients in their primary language informing them of
21 their right to receive no-cost interpreter services.

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

- 26 a. A qualified interpreter is defined as someone who is fluent in English and
27 in the necessary second language, who can accurately speak, read and
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1 readily interpret the necessary second language and/or accurately sign and
2 read sign language. A qualified interpreter must be able to translate in
3 linguistically appropriate mental health terminology necessary to convey
4 information such as symptoms or instructions to the client in both
5 languages.

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

12
13 4. CONTRACTOR agrees to comply with the COUNTY'S Cultural Competency
14 Plan as set forth in the Board of Supervisors approved Cultural Competency
15 Plan. The Cultural Competency Plan may be obtained from the COUNTY'S
16 website at <http://www.rcdmh.org> or by contacting the COUNTY'S Cultural
17 Competency Manager or designee upon written request via certified mail or
18 facsimile to:

19
20 Riverside County Department of Mental Health Cultural Competency Program

21 P.O. Box 7549

22 Riverside, California 92513

23 Attention: Cultural Competency Manager

24 Fax: 951-358-4792

25
26 5. CONTRACTOR agrees to meet with COUNTY'S Cultural Competency
27 Program Manager, as needed by the CONTRACTOR and as coordinated by
28

the COUNTY, to determine and implement cultural competency activities that shall include, but is not limited to, compliance with the cultural competency requirements outlined in Section XXI of this Agreement.

6. COUNTY will provide technical assistance to CONTRACTOR in the areas of cultural competency as needed and requested by CONTRACTOR.

7. CONTRACTOR will be responsible for participating in cultural competency trainings as required by the COUNTY'S Cultural Competency Plan. The following is a partial list of annual cultural competency trainings and topics 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

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

- 5
6 9. CONTRACTOR is responsible for notifying the COUNTY Cultural Competency
7 Program Manager in writing if the June 30th deadline can not be met.

8 CONTRACTOR will be responsible for requesting an extension from the
9 COUNTY'S Cultural Competency Program Manager. All requests for
10 extensions must be put in writing and mailed or faxed to the COUNTY'S
11 Cultural Competency Program Manager at the contact information listed herein.

12
13 XXII

14 INFORMING MATERIALS:

15 CONTRACTOR shall provide all clients with a Notice of Privacy Practices
16 information brochure or pamphlet during the time of the client's first visit. The
17 CONTRACTOR is subsequently responsible for issuing the Notice of Privacy Practices
18 (NPP) information brochure or pamphlet to all clients every three (3) years at a minimum
19 and/or every time the Notice of Privacy Practices information is updated and/or changed.
20 Also, the CONTRACTOR is responsible for having the client or consumer sign,
21 acknowledging receipt of the NPP information, and CONTRACTOR must keep client or
22 consumer signed acknowledgement on file every three (3) years upon receipt from client or
23 consumer.

24 XXIII

25 CONFLICT OF INTEREST:

26 CONTRACTOR shall employ no COUNTY employee whose position in COUNTY
27 enables him to influence the award of this Agreement or any competing Agreement, and
28

1 no spouse or economic dependent of such employee in any capacity herein, or in any other
2 direct or indirect financial interest in this Agreement.

3 XXIV

4 PATIENTS' RIGHTS:

5 Patients' rights shall be observed by CONTRACTOR as provided in the Health and Safety
6 Code, Sections 11760 through 1184 and Title 9 and Title 22 of the California Code of
7 Regulations (CCR). COUNTY Patients' Rights Advocates will be given access to clients,
8 clients' records, and facility personnel to monitor the CONTRACTOR'S compliance with
9 said statutes and regulations.
10

11 XXV

12 WAIVER OF PERFORMANCE:

13 No waiver by COUNTY at any time of any of the provisions of this Agreement shall
14 be deemed or construed as a waiver at any time thereafter of the same or any other
15 provisions contained herein or of the strict and timely performance of such provisions.
16

17 XXVI

18 DRUG-FREE WORKPLACE CERTIFICATION:

19 If State funds are utilized to fund this Agreement as specified in Schedule I, the
20 following Drug-Free Workplace requirements shall apply. By signing this Agreement, the
21 CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of
22 California that the CONTRACTOR will comply with the requirements of the Drug-Free
23 Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-
24 free workplace doing all of the following.
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1 A. Publish a statement notifying employees that unlawful manufacture, distribution,
2 dispensation, possession, or use of controlled substances is prohibited and specifying
3 actions to be taken against employees for violations, as required by Government
4 Code Section 8355 (a).

5 B. Establish a Drug-Free Awareness Program as required by Government Code Section
6 8355 (a) to inform employees about all of the following:
7

- 8 1. The dangers of substance abuse in the workplace.
- 9 2. The CONTRACTORS policy of maintaining a drug-free workplace.
- 10 3. Any available counseling, rehabilitation, and employee assistance programs.
- 11 4. Penalties that may be imposed upon employees for substance abuse violations.

12 C. Provide as required by Government Code Section 8355 (a) that every employee who
13 works on the proposed Agreement:
14

- 15 1. Will receive a copy of the CONTRACTOR'S drug-free policy statement, and
- 16 2. Will agree to abide by the terms of the CONTRACTOR'S statement as a
17 condition of employment on the Agreement.
18

19 Failure to comply with these requirements may result in suspension of payments
20 under the Agreement or termination of the Agreement or both and the
21 CONTRACTOR may be ineligible for award of future State contracts if the
22 COUNTY determines that any of the following has occurred:
23

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

4 TERMINATION PROVISIONS:

- 5 A. Either party may terminate this Agreement without cause, upon sixty (60) days
6 written notice served upon the other party.
- 7 B. Termination does not release CONTRACTOR from the responsibility of securing
8 Protected Health Information (PHI) data.
- 9 C. The COUNTY may terminate this Agreement upon thirty (30) days written notice
10 served upon the CONTRACTOR if sufficient funds are not available for
11 continuation of services.
- 12 D. The COUNTY reserves the right to terminate the Agreement without warning at the
13 discretion of the Director or designee, when CONTRACTOR has been accused
14 and/or found to be in violation of any County, State, or Federal laws and regulations.
- 15 E. The COUNTY may terminate this Agreement immediately due to a change in
16 status, delegation, assignment or alteration of the Agreement not consented to by
17 COUNTY.
- 18 F. The COUNTY may terminate this Agreement immediately if, in the opinion of the
19 Director of Mental Health, CONTRACTOR fails to provide for the health and safety
20 of patients served under this Agreement. In the event of such termination, the
21 COUNTY may proceed with the work in any manner deemed proper to the
22 COUNTY.
- 23 G. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY
24 may take one or more of the following actions as appropriate:
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- 1 1. Temporarily withhold payments pending correction of the deficiency.
- 2 2. Disallow (that is deny funds) for all or part of the cost or activity not in
- 3 compliance.
- 4 3. Wholly or partially suspend or terminate the Agreement, and if necessary,
- 5 request repayment to COUNTY if any disallowance is rendered after audit
- 6 findings.
- 7

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

- 12 1. Stop all services under this Agreement on the date, and to the extent specified,
- 13 in the Notice of Termination;
- 14
- 15 2. Continue to provide the same level of care as previously required under the
- 16 terms of this Agreement until the date of termination;
- 17
- 18 3. If clients are to be transferred to another facility for services, furnish to
- 19 COUNTY, upon request, all client information and documents deemed
- 20 necessary by COUNTY to affect an orderly transfer;
- 21
- 22 4. If appropriate, assist COUNTY in effecting the transfer of clients in a manner
- 23 consistent with the best interest of the clients' welfare;
- 24
- 25 5. Cancel outstanding commitments covering the procurement of materials,
- 26 supplies, equipment and miscellaneous items. In addition, CONTRACTOR
- 27 shall exercise all reasonable diligence to accomplish the cancellation of
- 28 outstanding commitments required by this Agreement, which relate to personal

1 services. With respect to these canceled commitments, the CONTRACTOR
2 agrees to provide a written plan to Director (or his designee within thirty (30)
3 days for settlement of all outstanding liabilities and all claims arising out of
4 such cancellation of commitments. Such plan shall be subject to the approval
5 or ratification of the COUNTY, which approval or ratification shall be final for
6 all purposes of this clause;
7

8 6. Transfer to COUNTY and deliver in the manner, at the times, and to the
9 extent, if any, as directed by COUNTY, any equipment which, if the
10 Agreement had been completed, would have been required to be furnished to
11 COUNTY; and
12

13 7. Take such action as may be necessary, or as COUNTY may direct, for the
14 protection and preservation of the equipment related to this Agreement which
15 is in the possession of CONTRACTOR and in which COUNTY has or may
16 acquire an interest;
17

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

21 I. The CONTRACTOR shall submit a termination claim to COUNTY promptly after
22 receipt of a Notice of Termination, or on expiration of this Agreement as specified in
23 Section II, PERIOD OF PERFORMANCE, but in no event, later than thirty-two
24 (32) days from the effective date thereof, unless an extension, in writing, is granted
25 by the COUNTY.
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1 J. In instances where the CONTRACTOR'S Agreement is terminated and/or allowed
2 to expire by the COUNTY and not renewed for a subsequent fiscal year, COUNTY
3 reserves the right to enter into settlement talks with the CONTRACTOR in order to
4 resolve any remaining and/or outstanding contractual issues, including but not
5 limited to, financials, services, billing, cost report, etc. In such instances of
6 settlement and/or litigation, CONTRACTOR will be solely responsible for
7 associated costs for their organizations' legal process pertaining to these matters
8 including, but not limited to, legal fees, documentation copies, and legal
9 representatives.
10

11 K. The rights and remedies of COUNTY provided in this section shall not be exclusive
12 and are in addition to any other rights and remedies provided by law or under this
13 Agreement.
14

15 XXVIII

16 DISPUTE:

17 In the event of a dispute between a designee of the DIRECTOR and the
18 CONTRACTOR over the execution of the terms of this Agreement, the quality of patient
19 services being rendered, and/or the withholding of CONTRACTOR'S payments due to
20 instances such as material non-compliance or audit disallowances or both, the
21 CONTRACTOR may file a written protest with the appropriate Program/Regional
22 Administrator of the COUNTY. CONTRACTOR shall continue with the responsibilities
23 under this Agreement during any dispute. The Program/Regional Administrator shall
24 respond to the CONTRACTOR in writing within ten (10) working days. If the
25 CONTRACTOR is dissatisfied with the Program/Regional Administrator's response, the
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1 CONTRACTOR may file successive written protests up through the Department of
2 Mental Health's administrative levels of Assistant Director, and (finally) DIRECTOR.
3 Each administrative level shall have twenty (20) working days to respond in writing to the
4 CONTRACTOR. The DIRECTOR will have the final authority to rescind, modify or
5 uphold the finding/decision.
6

7 XXIX

8 SEVERABILITY:

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

16 XXX

17 VENUE:

18
19 This Agreement shall be construed and interpreted according to the laws of the State
20 of California. Any action at law or in equity brought by either of the parties hereto for the
21 purpose of enforcing a right or rights provided by this Agreement shall be tried in a court of
22 competent jurisdiction in the County of Riverside and the parties hereby waive all provisions
23 of law providing for a change of venue in such proceedings in any other COUNTY.
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XXXI

NOTICES:

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

CONTRACTOR:

RECOVERY INNOVATIONS, INC.
2701 N. 16TH STREET, SUITE # 316,
PHOENIX, AZ 85006
ATTENTION: EUGENE JOHNSON,
PRESIDENT/CEO

COUNTY:

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

INFORMATIONAL COPY TO:

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

XXXII

MEETINGS:

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

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 checked="" type="checkbox"/> NEW PROVIDER/AGENCY	<input type="checkbox"/> TERMINATED CONTRACT	<input type="checkbox"/> EFFECTIVE DATE:
<input type="checkbox"/> 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 - 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 - 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

RECOVERY INNOVATIONS, INC. (DESERT)

CRISIS WALK-IN-CENTERS

CRISIS SUPPORT SYSTEM OF CARE

**EXHIBIT A
(SCOPE OF SERVICE)**

CONTRACTOR NAME: RECOVERY INNOVATIONS, INC.

1.0 PROGRAM GOALS

The primary goals of the Crisis Walk-In Centers are to provide crisis stabilization services to all persons; adults ages 18 and above including Transition Age Youth (18-25), Adults (26-59) and Older Adults (60+), and older adults meeting medical necessity criteria as defined by Riverside County Department of Mental Health (RCDMH), State and Federal regulations. The Crisis Walk-In Centers are intended to be community-based programs that provide urgent mental health services 24/7 to seriously mentally ill (SMI) persons of all ages; adults and older adults needing immediate access to crisis mental health services.

The County of Riverside, Department of Mental Health, herein after referred to as "COUNTY" or "RCDMH", goal is to provide 24 hour Peer to Peer Mental Health Crisis Walk-in Centers in the three (3) Regions of the County; Desert, Mid-County, and Western County to persons age 18 and above, including transitional aged youth, adults and older adults.

CONTRACTOR will utilize the System of Periods of Allowable Treatment for Crisis Stabilization Unit (CSU) Services as defined by Title 9, § 1840.105, 1840.322, and 1840.368.

RCDMH And CONTRACTOR Will Provide The Following Interface Activities:

1.1 RCDMH shall provide:

1. Technical assistance during program start-up and implementation as well as ongoing operational consultation to support contractor in achieving program goals.

2. Consultation services for placement, housing, out-of-county assistance, and mental health linkage.
3. Access to RCDMH Electronic Medical Record (ELMR) in a manner that supports clinical services, program outcomes and financial reporting as necessary and appropriate.

1.2 CONTRACTOR shall provide:

1. 24/7 voluntary outpatient Crisis Stabilization Unit (CSU) services for individuals age 18 and above.
2. Designate qualified staff that shall be authorized DMH to initiate involuntary assessments at LPS designated facilities if the individual requires a higher level of care than can be safely provided by the CSU.
3. CONTRACTOR shall insure that all services are documented in a manner that insures that other RCDMH programs seeking to provide follow-up or continued services have timely access to information about the assessment, interventions and service plans developed by the CSU.
4. Access to duly authorized representatives from COUNTY and State to patient/client records and will disclose to State and COUNTY representatives all financial records necessary to review or audit contract services to evaluate the cost, appropriateness and timeliness of the services.

This shall include, but is not limited to the following:

- a. 24/7 RCDMH access to patient information.
- b. Request reports and relevant data.
- c. Physical space for use by RCDMH for audits, interviews, etcetera.
- d. Daily data entry and verification into RCDMH Electronic Medical Record (ELMR) computer system.
- e. Remittance advices from Medicare, insurance and other 3rd party payers.
- f. Notification of all admissions, patient status, length of stay (LOS), and Client Service Identification (CSI) data.

- g. Compliance with EPSDT Medi-Cal billing regulations, monitoring and charting as specified by applicable State regulations.
 - h. Additionally CONTRACTOR shall ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County of Riverside and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Contract period. CONTRACTOR shall notify RCDMH immediately of the loss or suspension of any such licenses and permits.
5. CONTRACTOR shall provide and adhere to outcome measures, as defined by RCDMH, for evaluating the effectiveness of its program performance. CONTRACTOR shall utilize the computerized tracking system with which outcome measures and other relevant consumer data will be maintained as required by RCDMH. Findings and reports will be provided to RCDMH upon request.
6. CONTRACTOR shall develop and implement a revenue-generating plan. CONTRACTOR shall ensure that consumers with both Medi-Cal and Medicare coverage have full access to such services available to them and that services are properly claimed as allowed. Medi-Cal eligible services for Medicare clients will not be reimbursed until RCDMH receives a Medicare remittance advice.
7. CONTRACTOR shall develop and implement Cultural Competency Plan that is in conjunction with MHP. The Plan will consist of a statement and assurances to employ a culturally diverse bilingual and bicultural multidisciplinary staff. Special attention shall be placed in hiring Hispanic American and African- American staff who are culturally and linguistically appropriate. Central to providing peer to peer services is a robust multi-disciplined team with lived consumer experience. CONTRACTOR shall insure, as part of that Plan, that the staff will receive on-going training in cultural competency. (Title 9, CCR, Section 1820.211 and 1810.410)
8. CONTRACTOR'S service facility must be accessible by public transportation.

2.0 PROGRAM OBJECTIVES

To provide an outpatient alternative to acute inpatient and involuntary treatment by providing crisis stabilization service lasting less than 24 hours. Services will be provided to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities may include but are not limited to

assessment, collateral and therapy. Crisis stabilization must be provided on a site which has been certified by the appropriate Governmental Agency to provide crisis stabilization services. The Crisis Walk-In Center may be provided as a stand-alone facility. In order to establish a Recovery based environment the facility design shall approximate a home like and welcoming setting as much as possible. It is intended that crisis services will be provided on a voluntary basis to persons living throughout the County.

3.0 TARGET POPULATION/HISTORIC INFORMATION

Historically crisis services have been provided at either LPS Designated Crisis Stabilization Units or Hospital Emergency Rooms. RCDMH clinics and contract providers have provided residential and outpatient mental health treatment services to residents of Riverside County. This has been a seamless system of care enabling County residents to access mental health services in all regions of the County. RCDMH would like to expand this system of care by providing community, non-hospital, based crisis stabilization services in the form of Crisis Walk-In Centers, providing treatment to transitional young adults, adults and older adults.

4.0 SCOPE OF SERVICE

4.1 Overview of Services and Activities

CONTRACTOR shall provide services and activities which will include, but not be limited to:

- a. Provide a Crisis Walk-In Center in the contracted region(s) of Riverside County. Each with 12 point in time treatment slots for adults (18-64).
- b. Ensure that the Crisis Walk-In Center is Medi-Cal certified, or has the ability to become Medi-Cal certified as specified in title 9, CCR as a crisis stabilization program.
- c. Contractor must provide a secure, respectful environment that ensures the patient's privacy, confidentiality and safety.
- d. Provide a plan that ensures patients are medically cleared prior to admission. Medically cleared means the patient is medically stable and able to participate in treatment.

- e. Contractor must provide licensed and credentialed, multi-disciplinary, and culturally competent staff pursuant to Title 9, CCR, Division 1, § 1840.336, 1840.338, 1840.346 and 1840.348. in addition to Peer to Peer engagement, interventions and support.
- f. Maintain sufficient staff during all hours of operation as required by licensure/certification.
- g. Provide co-occurring assessments with the appropriate dispositions and referrals.
- h. Provide credentialing for all Allied Health professionals or ensure that staff is licensed and properly credentialed.
- i. Designate qualified staff that shall be authorized DMH to initiate involuntary assessments at LPS designated facilities if the individual requires a higher level of care than can be safely provided by the CSU.
- j. Adhere to the applicable requirements of the Lanterman-Petris Short (LPS) Act as defined in the W & I C code § 5000 et seq as it relates to requesting involuntary treatment holds.
- k. Demonstrate the ability to provide services in the patient's preferred language, including services for the hearing and /or visually impaired and document culturally relevant services in the clinical record.
- l. Insure that all services are documented in a manner that insures that other RCDMH programs seeking to provide follow-up or continued services have timely access to information about the assessment, interventions and service plans developed by the CSU.
- m. Comply with the Health Insurance Portability and Accountability Act (HIPAA), Quality Management, State, Federal and County monitoring requirements.
- n. Comply with all Federal, State and County Patient Rights regulations.

- o. Conduct financial evaluations using Uniform Method to Determine Ability to Pay (UMDAP) in order to obtain Medi-Cal, Medicare, and other third party reimbursement.
- p. Actively link uninsured consumers to Affordable Care Act resources, including assistance in applying for Medi-Cal benefits.
- q. Provide discharge planning which includes referral services to appropriate community resources. This may include but not be limited to:
 - a. Provide prescriptions for patients upon discharge.
 - b. Initiate referrals to the RCDMH system.
 - c. Work with RCDMH and all other agency staff on discharge planning and linkage, as needed.
 - d. Directly assist with, or arrange for transportation, as needed to consumers who are returning to their home or are being placed from the Crisis Walk-In Center.
- r. Assess, stabilize, and refer out-of-county patients back to county of origin.
- s. Maintain, collect and provide data for reports pertaining to performance outcomes, critical incidents, and other Federal, State and County required information.
- t. Ensure all clients meet discharge criteria, which is when client reaches the maximum therapeutic benefit of medically necessary crisis stabilization services as specified in Title 9 (§1810.210, 1840.338, 1840.105 and 1830.210).
- u. Maintain length of stay (LOS) according to necessity as detailed in Title 9 of the CCR.

4.2 Target Population Criteria

To provide Crisis Walk-In and Stabilization Services to all persons ages 18 and above.

4.3 Geographical Location of Services

Services are to be provided within Desert region of Riverside County.

Desert Region:

The Desert/Eastern region services areas east of Moreno Valley, including all cities and surrounding unincorporated areas found between Banning/Beaumont and the Arizona line. Cities, include, but are not limited to: Palm Springs, Cathedral City, Rancho Mirage, Palm Desert, Indian Wells, La Quinta, Indio, Coachella, and Thousand Palms. The goal is to provide accessibility to as many areas in the Desert/Eastern region as possible. The desired facility location is in the Western Coachella Valley area.

5.0 PROGRAM DESCRIPTION

5.1 Service Delivery Requirements

To provide crisis stabilization service lasting less than 24 hours, provided to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities may include but are not limited to assessment, collateral services, family, individual and/or group therapies, including peer-to-peer evidenced based practices. Crisis stabilization must be provided on site which has been certified by the appropriate Governmental Agency to provide crisis stabilization services (refer to Title 9 CCR, Division 1, Section 1840.338). It is intended that the facility will serve as a voluntary alternative to locked crisis stabilization services and that it will provide a voluntary crisis service alternative to local law enforcement jurisdictions 24/7. The facility environment should be welcoming and home like to the fullest extent possible.

5.2 Staffing Responsibilities and Qualifications

CONTRACTOR shall ensure that the following staffing requirements, which include, but are not limited to complying with staffing regulations for "Crisis Stabilization" services:

- a. Ensure the provision of culturally competent services including a rich consumer, peer-to-peer, recovery environment.
- b. Provide administrative, supervisory, and clerical support for the program.

- c. Ensure that personnel are competent, the majority able to provide peer support, and qualified to provide the services necessary within their job duty classification and licensure scope of practice when applicable.

6.0 REGULATORY COMPLIANCE

CONTRACTOR shall:

- a. Comply with any and all Federal, State, or local laws and licensing regulations including but not limited to Federal HIPAA regulations and State of California Welfare and Institutions Code Section 5328 regarding confidentiality.
- b. Participate in the RCDMH annual contract monitoring as well as more frequent program reviews. Any associated RCDMH Deputy Director, Manager, Administrator, Supervisor, or their Designee, with proper identification, shall be allowed to enter and inspect the facility.
- c. Submit monthly documentation to RCDMH as outlined by RCDMH.
- d. Maintain at all times appropriate licenses and permits to operate the programs pursuant to State laws and local ordinances.

7.0 DOCUMENTATION OF SERVICES

CONTRACTOR shall maintain appropriate records documenting all of the services provided through the contract. All confidential information shall be stored in accordance with HIPAA and with regulations relating to PHI. The documentation of staffing, payroll, other program costs, and program activities shall clearly indicate program staff time. These records shall conform to the requirements of the Mental Health Oversight and Accountability Commission and the Riverside County Department of Mental Health.

These records shall include but are not limited to:

- a. A log of referrals.
- b. Documentation of individuals/families participating in the program. Copies of material that was presented/discussed.
- c. Service Documentation. CONTRACTOR shall maintain referrals, assessments, progress notes, and any other documentation related to clients' care in accordance with State and Federal standards and RCDMH policies.
- d. Services will meet documentation standards of the Center for Medicare/Medi-Cal Services (CMS) and Title 9, and be consistent with RCDMH policies.
- e. Monthly contract report, as outlined by RCDMH, shall be submitted to RCDMH. This monthly report shall summarize contractor activities.
- f. All records maintained by the CONTRACTOR on behalf of RCDMH are the property of RCDMH.

- g. Copies of completed outcome measures.
- h. Other requirements may be determined as the Crisis Walk-In Centers are implemented.
- i. Data entry into the RCDMH Electronic Medical Record (ELMR) system.

8.0 DISASTER PREPAREDNESS

CONTRACTOR shall develop and update contingency plans to continue the delivery of services in the event of a man-made or natural disaster. RCDMH expects that CONTRACTOR have a disaster plan in place and RCDMH would expect the CONTRACTOR to have it available for review upon request and/or during contract monitoring visits.

9.0 COUNTY SUPPORT AND TECHNICAL ASSISTANCE

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

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KAS 10/15/2014

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

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

7 General Regulations

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

9 Government Code 26227 (Contracting with County)

10 Government Code 7550 (Reports)

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

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

13 42 Code of Federal Regulation 1320d et seq (Data Handling)

14 Welfare and Institutions Code 5608 (Program Monitoring)

15 Welfare and Institutions Code 5751.2 (Staffing)

16 HIPAA 1996: Public Law 104-91

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

18 Adult System of Care

19 California Welfare and Institutions Code Sections 5689 et seq.

20 Case Management/Service Regulations

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

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

24 Welfare and Institutions Code 5678-79

1 Welfare and Institutions Code 5867 (Maintenance of Effort)

2 42 Code of Federal Regulations 438.608 (Program Integrity Requirements)

3 California Welfare & Institutions Code Sections 5600.4 and 5699.4.

4 Charges and Billing (Financial Regulations)

5
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.

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

1 Confidentiality

2 California Welfare & Institutions Code Section 5328 - 5330

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

4 42 CFR 431.300

5
6 45 CFR Parts 160, 162 and 164 (Standards for Privacy of Individually Identifiable Health
7 Information)

8 45 CFR 205.50

9 Elderly and Dependent Adult Abuse Reporting

10 California Welfare & Institutions Code Sections 15600 et seq.

11 Health Care Facilities

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

15 Homeless Mentally Disabled

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

17 California Welfare & Institutions Code Section 5680 et seq.

18 Life Support

19 California Welfare & Institutions Code Section 4075 to 4078

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

21 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

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

Short-Doyle/Medi-Cal

California Code of Regulations, Title 22, Division 3

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

Welfare and Institutions Code 5250 (Hearing Procedure)

Welfare and Institutions Code 5332-5337 (Incapacity Hearings)

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

Social Rehabilitation Programs

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

Special Education Pupils (AB 3632)

California Welfare & Institutions Code Section 18350 et seq.

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

Voter Registration

National Voter Registration Act of 1993

Rev. 01/30/07 kds

EXHIBIT C
REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: RECOVERY INNOVATIONS, INC.
PROGRAM NAME: CRISIS HOSPITAL REGION
DEPARTMENT ID: 4100206749-83550-530280

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 amount(s) as specified in the original contract 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.

 X The final year-end settlement for Medi-Cal services (only) shall be based on final State approved Medi-Cal units, multiplied by the actual allowable cost per unit of service provided; or the Riverside County Maximum Allowable Rate (RCMAR); or Drug Medi-Cal rate; or customary charges (published rate), whichever is the lowest rate, less revenue collected. In addition, all year-end settlement for Drug Medi-Cal services shall be less a COUNTY administrative fee.

 The final year-end settlement for Narcotics Treatment Program (NTP) Medi-Cal services (only) shall be based on final State approved Medi-Cal units, multiplied by the Riverside County Drug Medi-Cal rate, or customary charges (published rate), whichever is lower, 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, less revenue collected.

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

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

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

1 applicable maximum reimbursement rates promulgated each year by
2 the COUNTY.

3 **B. MAXIMUM OBLIGATION:**

4 COUNTY'S maximum obligation for FY 2014/2015 shall be \$1,646,894 subject
5 to availability of applicable Federal, State, local and/or COUNTY funds.

6 **C. START-UP REIMBURSEMENT**

7 1. If and when applicable, items to be purchased through Start-Up funds
8 are to be pre-approved by the COUNTY prior to purchase.
9 CONTRACTOR will submit a formal, written request for purchases to
10 the Program Manager or designee. This request shall include
11 estimated costs, justification for purchase, and proof of price
12 reasonableness.

13 2. CONTRACTOR will be paid in arrears based upon the actual cost of pre-
14 approved items up to the maximum Start-Up cost obligation.
15 CONTRACTOR will submit a claim on their stationery to include proof of
16 cost(s) for said Start-Up items. Claims shall be submitted to the
17 appropriate Program or Regional Manager of the County's Department
18 of Mental Health, no later than the tenth (10th) working day of each
19 month. Start-Up cost claims shall be submitted separately from the claim
20 for Contract Client Services.

21 **D. START-UP COST FURNISHINGS AND EQUIPMENT:**

22 1. APPROVAL FOR PURCHASE: Any equipment or furnishings are
23 required to be approved by COUNTY in writing prior to making
24 purchase. Any equipment or furnishings not approved by COUNTY
25 prior to purchase shall not be reimbursed to CONTRACTOR by
26 COUNTY either as a start up or operating cost at any time.

27 2. OWNERSHIP: Equipment and furnishings purchased through this
28 Agreement are the property of COUNTY. Procedures provided by
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.

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3. INVENTORY: CONTRACTOR shall maintain an internal inventory control system that will provide accountability for equipment and furnishings purchased through this Agreement, regardless of cost. The inventory control system shall record at a minimum the following information when property is acquired: date acquired; property description (to include model number); property identification number (serial number); cost or other basis of valuation; funding source; and rate of depreciation or depreciation schedule, if applicable. An updated inventory list shall be provided to COUNTY on a semi-annual basis, and filed with the Annual Cost Report. Once COUNTY is in receipt of this list, COUNTY inventory tags will be issued to CONTRACTOR, and are to be attached to the item as directed.
4. DISPOSAL: Approval must be obtained from COUNTY prior to the disposal of any property purchased with funds from this Agreement, regardless of the acquisition value. Disposal (which includes sale, trade-in, discard, or transfer to another agency or program) shall not occur until approval is received in writing from COUNTY.
5. CAPITAL ASSETS:
 1. Capital assets are tangible or intangible assets exceeding \$5,000 that benefit an agency more than a single fiscal year. For capital assets approved for purchase by COUNTY, allowable and non-allowable cost information and depreciation requirements can be found in the Center for Medicare and Medicaid Services (CMS) Publication 15, Provider Reimbursement Manual (PRM) Parts I & II. It is CONTRACTOR'S responsibility to ensure compliance with these requirements.
 2. Any capital asset that was acquired or improved in whole or in part with funds disbursed under this Agreement, or under any previous Agreement between COUNTY and CONTRACTOR, shall either be, at the election of COUNTY as determined by the Director or designee: (1) transferred to COUNTY including all title and legal

1 ownership rights; or (2) disposed of and proceeds paid to COUNTY
2 in a manner that results in COUNTY being reimbursed in the amount
3 of the current fair market value of the real or personal property less
4 any portion of the current value attributable to CONTRACTOR's out
5 of pocket expenditures using non-county funds for acquisition of, or
6 improvement to, such real or personal property and less any direct
and reasonable costs of disposition.

7 **E. BUDGET:**

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

13 **F. MEDI-CAL (MC):**

- 14 1. With respect to services provided to Medi-Cal beneficiaries,
15 CONTRACTOR shall comply with applicable Medi-Cal cost containment
16 principles where reimbursement is based on actual allowable cost,
17 approved Medi-Cal rate, RCMAR, Drug Medi-Cal rate, or customary
18 charges (published rate), whichever rate is lower, as specified in Title 19
19 of the Social Security Act, Title 22 of the California Code of Regulations
20 and applicable policy letters issued by the State. All cost containment
21 reimbursement rates for Drug Medi-Cal shall include a COUNTY
22 administrative fee.
- 23 2. RCMAR is composed of Local Matching Funds and Federal Financial
Participation (FFP).

24 **G. REVENUES:**

25 As applicable:

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

1 described pursuant to Exhibit A. Such revenues may include but are
2 not limited to, fees for services, private contributions, grants or other
3 funds. All revenues received by CONTRACTOR shall be reported in
4 their annual Cost Report, and shall be used to offset gross cost.

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

10 3. Patient/client eligibility for reimbursement from Medi-Cal, Private
11 Insurance, Medicare, or other third party benefits shall be determined
12 by the CONTRACTOR at all times for billing or service purposes.
13 CONTRACTOR shall pursue payment from all potential sources in
14 sequential order, with Medi-Cal as payor of last resort.

15 4. CONTRACTOR is to attempt to collect first from Medicare (if site is
16 Medicare certified and if CONTRACTOR staff is enrolled in Medicare
17 program), then insurance and then first party. In addition,
18 CONTRACTOR is responsible for adhering to and complying with all
19 applicable Federal, State and local Medi-Cal and Medicare laws and
20 regulations as it relates to providing services to Medi-Cal and Medicare
21 beneficiaries.

22 5. If a client has both Medicare or Insurance and Medi-Cal coverage, a
23 copy of the Medicare or Insurance Explanation of Benefits (EOB) must
24 be provided to the COUNTY within thirty (30) days of receipt of the EOB
25 date.

26 6. CONTRACTOR is obligated to collect from the client any Medicare co-
27 insurance and/or deductible if the site is Medicare certified or if provider
28 site is in the process of becoming Medicare certified or if the provider is
enrolled in Medicare. CONTRACTOR is required to clear any Medi-Cal
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.

1 CONTRACTOR must notify the COUNTY in writing of cleared Medi-Cal
2 Share of Cost (s) within seventy two (72) hours (excluding holidays) of
3 the CONTRACTOR'S received notification from the State.
4 CONTRACTOR shall be responsible for faxing the cleared Medi-Cal
5 Share of Cost documentation to fax number (951) 955-7361 OR to your
6 organization's appropriate COUNTY Region or Program contact.
7 Patients/clients with share of cost Medi-Cal shall be charged their
8 monthly Medi-Cal share of cost in lieu of their annual liability. Medicare
9 clients will be responsible for any co-insurance and/or deductible for
10 services rendered at Medicare certified sites.

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

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H. REALLOCATION OF FUNDS:

1. No funds allocated for any mode and service function as designated in Schedule I may be reallocated to another mode and service function unless prior written consent and approval is received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor prior to either the end of the Contract Period of Performance or the end of the fiscal year (June 30th). Approval shall not exceed the maximum obligation.
2. In addition, CONTRACTOR may not, under any circumstances and without prior written consent and approval being received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor, reallocate funds between mode and service functions as designated in the Schedule I that are defined as non-billable by the COUNTY, State or Federal governments from or to mode and service functions that are defined as billable by the COUNTY, State or Federal governments.
3. If this Agreement includes more than one Exhibit C and/or more than one Schedule I, shifting of funds from one Exhibit C to another and/or from one Schedule I to another is also prohibited without prior written consent and approval being received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor prior to the end of either the Contract Period of Performance or fiscal year.

I. RECOGNITION OF FINANCIAL SUPPORT:

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

J. PAYMENT:

1. Monthly reimbursements may be withheld and recouped at the discretion of the Director or its designee due to material contract non-compliance, including audit disallowances, invoice(s), or contract overpayment, and/or adjustments or disallowances resulting from the COUNTY

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Contract Monitoring Review (CMT), COUNTY Program Monitoring, Federal or State Audit, and/or the Cost Report Reconciliation/Settlement process.

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 J-1 and J-2 above, CONTRACTOR shall be paid in arrears based upon either the actual units of services 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)

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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, Attachment A) signed by the Director or authorized designee of the CONTRACTOR organization. This form must be faxed and/or emailed (PDF format only) to the COUNTY at 1) for Mental Health fax to: (951) 358-4792, 2) for Substance Abuse fax to: (951) 683-4904, and/or emailed to ELMR_PIF@rcmhd.org. The CONTRACTOR PIF form must be received by the COUNTY via fax and/or email for the prior month no later than 5:00 p.m. on the fifth (5th) working day of the current month.

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

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

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

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6. CONTRACTOR shall provide the COUNTY with all information 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 responsible for notifying Medi-Cal if at any time CONTRACTOR discovers or is made aware that client Medicare and/or Insurance coverage has been terminated or otherwise is not in effect.
8. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will be paid by the COUNTY thirty (30) calendar days after the date a correct PIF is received by the COUNTY and invoice is generated by the applicable COUNTY Region/Program.

K. COST REPORT:

1. For each fiscal year, or portion thereof, that this Agreement is in effect, CONTRACTOR shall provide to COUNTY two (2) copies, per each Program Code (formerly known as RU number), an annual Cost Report with an accompanying financial statement and applicable supporting documentation to reconcile to the Cost Report within one of the length of times as follows and as indicated below by an "X":
 - _____ Thirty (30) calendar days following the end of each fiscal year (June 30th), or the expiration or termination of the contract, whichever occurs first.
 - X Forty-five (45) calendar days following the end of each fiscal year (June 30th), or the expiration or termination of the contract, whichever occurs first.
 - _____ Seventy-Five (75) calendar days following the end of each fiscal year (June 30th), or the expiration or termination of the contract, whichever occurs first.
2. The Cost Report shall detail the actual cost of services provided. The Cost Report shall be provided in the format and on forms provided by the COUNTY.

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3. CONTRACTOR shall follow all applicable Federal, State and local 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 preparation of the year-end Cost Report. The COUNTY will notify CONTRACTOR of the date(s) and time(s) of the training. Attendance at the training is mandatory annually in order to ensure that the Cost Reports are completed appropriately. Failure to attend this training will result in delay of any reimbursements to the CONTRACTOR.
5. CONTRACTOR will be notified in writing by COUNTY, if the Cost Report has not been received within the specified length of time as indicated in Section I, paragraph 1 above. Future monthly reimbursements will be withheld if the Cost Report contains errors that are not corrected within ten (10) calendar days of written or verbal notification from the COUNTY. Failure to meet any pre-approved deadlines and/or extension will immediately result in the withholding of future monthly reimbursements.
6. The Cost Report shall serve as the basis for year-end settlement to CONTRACTOR including a reconciliation and adjustment of all payments made to CONTRACTOR and all revenue received by CONTRACTOR. Any payments made in excess of Cost Report settlement shall be repaid upon demand, or will be deducted from the next payment to CONTRACTOR.
7. All current and/or future payments to CONTRACTOR will be withheld by the COUNTY until all final, current and prior year Cost Report (s) have been reconciled, settled and signed by CONTRACTOR, and received and approved by the COUNTY.
8. CONTRACTOR shall report Actual Costs separately, if deemed applicable and as per CONTRACTOR Schedule I, to provide Contract Client Ancillary Services, Prescriptions, Health Maintenance Costs, and

1 Flexible funding costs under this agreement on the annual cost report.
2 Where deemed applicable, Actual Costs for Indirect Administrative
3 Expenses shall not exceed the percentage of cost as submitted in the
4 CONTRACT Request for Proposal or Cost Proposal(s).

5 L. BANKRUPTCY:

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

12 M. AUDITS:

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

1 amounts due under this Agreement or Agreement(s) in subsequent
2 years.

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

15 N. TRAINING:

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

26 /Rev. KS/AM/NE/SL/MS/KAS 13/14

RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH
 MENTAL HEALTH CRISIS WALK-IN CENTERS
 CWIC DESERT
 SCHEDULE I

REGION: CRISIS HOSPITAL FISCAL YEAR 2014/15
 CONTRACT PROVIDER NAME: RECOVERY INNOVATIONS, INC. REV. DATE 12/5/2014
 MONTHLY REIMBURSEMENT: 1/12 TH
 YEAR END SETTLEMENT: ACTUAL COST
 DEPT ID / PROGRAM: 4100206749/83550/530280
 SYSTEM RU NUMBER: 33XXXX

	33XXXX	33XXXX		
MODE OF SERVICE:	10	Start-Up	TOTAL	
SERVICE FUNCTION:	25	Costs		
NUMBER OF UNITS:(Client Hour)	44,676	N/A		
PROCEDURE CODE	208	N/A		
REIMBURSEMENT CPU	\$32.74	N/A		
PROGAM COST:	\$1,462,706	\$207,084	\$1,669,790	
LESS REVENUES COLLECTED BY CONTRACTORS:				
A. PATIENT FEES				
B. PATIENT INSURANCE	\$22,896	\$0	\$22,896	
C. OTHER: Miscellaneous	\$0	\$0	\$0	
TOTAL CONTRACTOR REVENUES	\$22,896	\$0	\$22,896	\$22,896
MAXIMUM OBLIGATION	\$1,439,810	\$207,084	\$1,646,894	\$1,646,894
SOURCES OF FUNDING FOR MAXIMUM OBLIGATION				%
A. MEDI-CAL/FFP	\$239,440	\$0	\$239,440	14.54%
B. FEDERAL FUNDS				0.00%
C. REALIGNMENT FUNDS	\$1,200,370	\$207,084	\$1,407,454	85.46%
D. STATE GENERAL FUNDS				0
E. COUNTY FUNDS	\$0		\$0	0.00%
F. MHSA-CSS				0
TOTAL (SOURCES OF FUNDING)	\$1,439,810	\$207,084	\$1,646,894	100.00%

FUNDING SOURCES DOCUMENT:

ADMIN SVCS ANALYST SIGNATURE: *Karla Silva* DATE: 1/13/2015

FISCAL SERVICES SIGNATURE: *Carli Melli* DATE: 1/13/15

ADMIN MANAGER SIGNATURE: *Paul Gomez* DATE: 1/13/14

RECOVERY INNOVATIONS, INC.
Mental Health Crisis Walk-In Centers
Operating Expenses Worksheet

Region: DESERT
Client Capacity of Program: 12
Months of Operation: 12

Fiscal Year: 2014/15
Date: 12/5/2014
Page: 1 of 1

	Total
A. Expenditures	
1. Personnel Expenditures (from Staffing Detail)	
a. Personnel Expenditures (from Staffing Detail)	\$1,474,509
b. Employee Benefits	\$567,957
c. Total Personnel Expenditures	\$2,042,466
2. Operating Expenditures	
a. Professional Services	\$41,264
b. Translation and Interpreter Services	\$4,800
c. Travel and Transportation	\$12,600
d. General Office Expenditures	\$213,800
e. Medication (What Type?): <u>House meds only</u>	\$50,000
f. Other Operating Expenses (provide description in budget narrative)	\$178,907
g. Total Operating Expenditures	\$501,371
3. Indirect Administrative Expenses	
a. QS, Training & Development & Regional Support	\$71,596
b. Executive, Finance, Human Resources and MIS Network/Helpdesk	\$309,979
c. Total Administrative Expenses	\$381,575
4. Total Proposed Program Budget	\$2,925,412
B. Start-Up Funding Request (if applicable)	\$207,084
C. Total Funding Requirements	\$3,132,496

RECOVERY INNOVATIONS, INC.
 Mental Health Crisis Walk-In Centers
 Staffing Detail Worksheet

Region: DESERT
 Client Capacity of Program: 12
 Months of Operation: 12

Fiscal Year: 2014/15
 Date: 12/5/2014
 Page: 1 of 1

Classification	Function	Total Number of FTEs	Salary, Wages and Overtime per FTE	Total Salaries. Wages and Overtime
Direct Care/Administrative	Recovery Service Administrator II	1	90,729	\$90,729
Direct Care/Administrative	Recovery Service Administrator II	1	70,914	\$70,914
Direct Care/Administrative	Recovery Service Coordinator	1	38,106	\$38,106
Direct Care	Customer Service Specialist	2.3	27,114	\$62,362
Direct Care	Psychiatrist/Nurse Practitioner	1.4	228,476	\$319,866
Direct Care	Charge Nurse	4.2	87,141	\$365,992
Direct Care	Shift Coordinator	4.2	62,292	\$261,626
Direct Care	Peer Recovery Coach	8.4	31,537	\$264,911
Total Program Positions		23.5		\$1,474,509

RECOVERY INNOVATIONS, INC.
Mental Health Crisis Walk-In Centers
Start-Up Budget Worksheet

A. Capital Equipment:

B. Equipment:

Description Cost

Server & Network Equipment	\$6,042
Staff Computer Equipment	\$8,535
Projector & Screen	\$1,050
Scanner, TTY Device	\$430
Phone System Purchase	\$10,250
Cabling & Installation	\$4,760
Telemedicine Equipment	\$5,000
Kitchen Appliances	\$3,300
Total Equipment	\$39,367

C. Facility:

Description Cost

Full Service Lease	\$13,750
Utilities	#####
Janitorial/Maintainance	\$1,500
Total Facility	\$16,050

D. Furnishings:

Description Cost

Staff Desks/Chairs	\$8,500
Guest LoveSeats/Sofa	\$3,000
Rockers & Recliners	\$8,400
Guest Chairs	\$7,150
Bookcases	\$800
Tables	\$2,925
Other	\$1,000
Total Furnishings	\$31,775

E. Other:

Description Cost

Salaries, Wages & Benefits	\$64,881
Peer Employment Training	\$25,000
Employee Recruitment	\$2,000
Licensing	\$1,000
RII Admin Fee	\$27,011
Total Other	<u>\$119,892</u>
TOTAL START-UP	
(Add totals for A-E)	<u><u>\$207,084</u></u>

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: _____

