

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



**FROM:** Department of Mental Health

**SUBMITTAL DATE:**  
April 14, 2015

**SUBJECT:** Approval of the one year Agreements for FY15/16 with Recovery Innovations, Inc. (Desert Permanent Housing and Riverside Permanent Housing) to Provide Mental Health Services. (District: 1, 2 & 4) [\$1,300,000 ongoing]. Federal & State

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

1. Approve and execute the one year Agreements for FY15/16 with Recovery Innovations, Inc. (Desert Permanent Housing and Riverside Permanent Housing) as listed in Attachment A, for mental health services for a combined aggregate of \$1,300,000 annually;
2. Authorize the Chairman of the Board to sign the Agreements listed in Attachment A: and
3. 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 amount of \$1,300,000 based upon the availability of funding and sign amendments that do not change the substantive terms of the agreement through June 30, 2016.

PURCHASING & FLEET SERVICES: Lisa Brandl, Director  
 FORM APPROVED COUNTY COUNSEL: 5/14/15  
 BY: GREGORY P. PRAMOS  
 DATE: 5/14/15  
 Departmental Concurrence

JW:TJ

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	\$ 0	\$ 1,300,000	\$ 1,300,000	\$ 1,300,000	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: 66% Federal, 34% State				Budget Adjustment: NO	
				For Fiscal Year: 15/16	

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

County Executive Office Signature BY:   
Elizabeth J. Olson

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Washington, Benoit and Ashley  
 Nays: None  
 Absent: Tavaglione  
 Date: June 2, 2015  
 xc: Mental Health, Purchasing

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy

Prev. Agn. Ref.: 3-57 6/3/2014 | District: 1,2,4 | Agenda Number:

**3-13**

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

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11:** Approval of the one year Agreements for FY15/16 with Recovery Innovations, Inc. (Desert Permanent Housing and Riverside Permanent Housing) to Provide Mental Health Services. (District: 1, 2 & 4) [\$1,300,000 ongoing]. State & Federal

**DATE:**

**PAGE:** Page 2 of 2

**BACKGROUND:**

**Summary**

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

On June 3, 2014, (3-57), the Board of Supervisors approved the one year Agreements with Recovery Innovations, Inc. (Desert Permanent Housing-The Path and Riverside Permanent Housing-The Place) for a combined aggregate amount of \$1,300,000 for FY14/15.

The Safehavens operate 24 hours a day, 7 days a week, 365 days a year, and offer drop-in center services for persons who have been chronically homeless and also have serious mental health disorder(s). The Safehaven clientele includes Transitional Aged Youth (18-25), Adults (18-59), and Older Adults (60+).

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

Therefore, the DMH is requesting that the Board of Supervisors approve and execute the one year Agreements with Recovery Innovations, Inc. as listed in Attachment A for \$1,300,000 through June 30, 2016 as outlined herein.

**Impact on Citizens and Businesses**

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

**Additional Fiscal Information**

The safehaven agreements with Recovery Innovations, Inc. (Desert Permanent Housing and Riverside Permanent Housing) have sixty-six percent (66%) of funding provided by Federal Housing and Urban Development (HUD) dollars and thirty-four percent (34%) of the funding provided by the State of California Mental Health Services Act (MHSA). There are sufficient funds in the Department's FY15/16 budget and no additional County funds are required.

**Contract History and Price Reasonableness**

DMH is currently working with the Riverside County Purchasing Agent to complete a Request for Proposal (RFP) countywide bid for Safehaven Housing services. The Department is requesting approval of these vendors in the interim to avoid interruption of services and ensure continuity of care for consumers.

**ATTACHMENT A**

**CONTRACT MAXIMUM AMOUNTS**

<b>Contractor</b>	<b>Contract Amount</b>
Recovery Innovations, Inc. – Desert Permanent Housing - “The Path”	\$629,294
Recovery Innovations, Inc. – Riverside Permanent Housing - “The Place”	\$502,028
Reserve	\$168,678
<b>Total Aggregate Amount</b>	<b>\$1,300,000</b>

COUNTY OF RIVERSIDE  
DEPARTMENT OF MENTAL HEALTH



This agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Recovery Innovations, Inc., hereinafter referred to as "CONTRACTOR."

**PREAMBLE**

**WHEREAS**, 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 or K attached hereto and incorporated herein, hereinafter referred to as "Agreement."

**CONTRACTOR**

By: Randy L Little  
Randy L Little  
Print Name  
Date: 5/6/2015

**COUNTY COUNSEL:**

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

**COUNTY**

By: [Signature]  
Marion Ashley, Chairman  
Board of Supervisors  
Date: JUN 02 2015

**ATTEST:**

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

JUN 02 2015 3-13

## Table of Contents

<b>Section</b>		<b>Page</b>
I	Description of Services	4
II	Period of Performance	4
III	Reimbursement and Use of Funds Payment	4
	A. Reimbursement	4
	B. Restrictions on Salaries	4
	C. Union Organizing	5
	D. Lobbying and Restrictions and Disclosures Certification	5
	E. Prohibition	8
	F. National Provider Identifier (NPI)	8
IV	Program Supervision, Monitoring and Review	9
V	Status of Contractor	12
VI	Administrative Change in Status	13
VII	Delegation and Assignment	15
VIII	Alteration	16
IX	Licenses	16
X	Indemnification	17
XI	Insurance	18
	A. Workers' Compensation	18
	B. Commercial General Liability	18
	C. Fidelity Bond	19
	D. Vehicle Liability	19
	E. Professional Liability	19
	F. General Insurance Provisions – All Lines	20
XII	Limitation of County Liability	22
XIII	Warranty Against Contingent Fees	22
XIV	Nondiscrimination	23
	A. Employment	23
	B. Services, Benefits, and Facilities	24
XV	Persons with Disabilities	27
XVI	Reports	27
XVII	Health Insurance Portability & Accountability Act (HIPAA)	30
XVIII	Confidentiality	30
XIX	Records/Information and Record Retention	36
	A. Medical/Client Records	37
	B. Financial Records	37
	C. Financial Record Retention	38
	D. Patient/Client Record Retention	38
	E. Shared Records/Information	38
	F. Client Records	38
	G. Records Inspection	39
XX	Staffing	39

## Table of Contents

<b>Section</b>		<b>Page</b>
XXI	Cultural Competency	44
XXII	Informing Materials	48
XXIII	Conflict of Interest	49
XXIV	Patients' Rights	49
XXV	Waiver of Performance	49
XXVI	Drug-Free Workplace Certification	49
XXVII	Termination Provisions	51
XXVIII	Dispute	54
XXIX	Severability	55
XXX	Venue	55
XXXI	Notices	56
XXXII	Meetings	56
EXHIBIT A		
EXHIBIT B		
EXHIBIT C		
Schedule I		

I

1  
2 DESCRIPTION OF SERVICES:

3 CONTRACTOR agrees to provide services in the form as outlined and described in  
4 Exhibit A, Exhibit B, Exhibit C, Schedule I, Schedule K (if applicable) and any other  
5 exhibits, attachments or addendums attached hereto and by this reference incorporated  
6 herein to this Agreement.  
7

8 II

9 PERIOD OF PERFORMANCE:

10 This Agreement shall be effective as of July 1, 2015, and continue in effect through  
11 June 30, 2016. The Agreement may thereafter be renewed annually, by mutual agreement  
12 of the parties, up to an additional five (5) years, subject to the availability of funds and  
13 satisfactory performance of services.  
14

15 III

16 REIMBURSEMENT AND USE OF FUNDS PAYMENT:

17 A. Reimbursement

18  
19 In consideration of services provided by CONTRACTOR, COUNTY shall  
20 reimburse CONTRACTOR in the amount and manner outlined and described in  
21 Exhibit C and Schedule I or Schedule K, attached hereto and by this reference  
22 incorporated herein to this Agreement. CONTRACTOR agrees to submit their  
23 National Provider Identification (NPI) and other support or required documentation  
24 to the COUNTY prior to reimbursement be processed by the COUNTY.  
25

26 B. Restrictions On Salaries  
27  
28

1 CONTRACTOR agrees that no part of any federal funds provided under this  
2 Agreement shall be used by the CONTRACTOR, or its Subcontractors to pay the  
3 salary of an individual at a rate in excess of Level 1 of the Executive Schedule.  
4 Salary schedules may be found at <http://www.opm.gov/oca>. CONTRACTOR shall  
5 be responsible for making sure that their organization is in full compliance with all  
6 applicable Federal, State, County or local salary restrictions in conjunction with  
7 performing the services herein.  
8

9 C. Union Organizing

- 10 1. CONTRACTOR will not assist, promote, or deter union organizing by  
11 employees performing work on a state service contract, including a public  
12 works contract.  
13  
14 2. CONTRACTOR will not, for any business conducted under this Agreement,  
15 use any state property to hold meetings with employees or supervisors, if the  
16 purpose of such meetings is to assist, promote or deter union organizing unless  
17 the state property is equally available to the general public for holding  
18 meetings.  
19  
20 3. If the CONTRACTOR incurs costs, or makes expenditures to assist, promote,  
21 or deter union organizing, CONTRACTOR will maintain records sufficient to  
22 show that no reimbursement from state funds has been sought for these costs,  
23 and the CONTRACTOR shall provide those records to the County and then to  
24 the Attorney General upon request.  
25

26 D. Lobbying And Restrictions And Disclosures Certification  
27  
28



1                   Applicable to federally funded contracts in excess of \$100,000 per 31 U.S.C. Section  
2                   1352 and 45 C.F.R. Part 93:

3                   1.    Certification and Disclosure Requirements

4                   a.    CONTRACTOR (or recipient) who requests or receives a contract, sub-  
5                   contract, grant or sub-grant, which is subject to 31 U.S.C., Section  
6                   1352, and which exceeds \$100,000 at any tier, shall file a certification  
7                   (in the form set forth in by the COUNTY), consisting of one page,  
8                   entitled "Certification Regarding Lobbying" that the recipient has not  
9                   made, and will not make, any payment prohibited by sub-section B of  
10                  this provision.

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

18                  c.    CONTRACTOR shall require that the language of this certification be  
19                  included in the award documents for all sub-awards at all tiers  
20                  (including subcontracts, sub-grants, and contracts under grants, loans  
21                  and cooperative agreements) and that all sub-recipients shall certify and  
22                  disclose accordingly.  
23  
24  
25  
26  
27  
28

1 d. CONTRACTOR shall file a disclosure form at the end of each calendar  
2 quarter in which there occurs any event that requires disclosure or that  
3 materially affect the accuracy of the information contained in any  
4 disclosure form previously filed by such person under Paragraph 1(a)  
5 herein. An event that materially affects the accuracy of the information  
6 reported includes:

7  
8 (i) A cumulative increase \$25,000, or more in the amount paid or  
9 expected to be paid for influencing or attempting to influence a  
10 covered federal action;

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

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

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

21 (v) All disclosure forms (but no certifications) shall be forwarded from  
22 tier to tier until received by the entity referred to in Paragraph 1(a)  
23 of this provision. The CONTRACTOR shall forward all disclosure  
24  
25  
26  
27  
28

1 forms to the COUNTY in order for the COUNTY to forward to  
2 Program/Regional Administrator.

3 E. Prohibition

4 31 U.S.C. Section 1352 provides in part that no Federal appropriated funds  
5 may be expended to pay any person influencing or attempting to influence an officer  
6 or employee of any agency, a Member of Congress, an officer or employee of  
7 Congress, or an employee of a Member of Congress in connection with any of the  
8 following covered federal actions: the awarding of any federal contract, the making  
9 of any federal grant, the making of any federal loan, entering into any cooperative  
10 agreement, and the extension, continuation, renewal, amendment, or modification of  
11 any federal contract, grant, loan or cooperative agreement.  
12  
13

14 F. National Provider Identifier (NPI)

15 All HIPAA covered healthcare providers must obtain an NPI. Provider's site NPIs  
16 must be submitted to the Riverside County Department of Mental Health (RCDMH)  
17 Information Services Unit prior to rendering services to clients. Contractors providing  
18 direct or indirect services for State reporting must also submit rendering (individual)  
19 provider NPIs to RCDMH Information Services Unit for each staff member providing  
20 Medi-Cal billable services. Contractor reimbursement will not be processed unless  
21 NPIs are on file with RCDMH in advance of providing services to clients. It is the  
22 responsibility of each contract provider site and individual staff member that bills  
23 Medi-Cal to obtain an NPI from the National Plan and Provider Enumeration System  
24 (NPPES). Each contract site, as well as every staff member that provides billable  
25 services, is responsible for notifying the National Plan & Provider Enumeration  
26  
27  
28

1 System (NPPES) within 30 days of any updates to personal information (worksite  
2 address, name changes, taxonomy code changes, etc.).

3 IV

4 PROGRAM SUPERVISION, MONITORING AND REVIEW:

5 Pursuant to Welfare & Institutions Code (WIC) Section 5608 services hereunder shall  
6 be provided by CONTRACTOR under the general supervision of the COUNTY Director of  
7 Mental Health, hereinafter called DIRECTOR, or his authorized designee.  
8

9 A. CONTRACTOR agrees to extend to DIRECTOR or his designee, the COUNTY  
10 Contract Monitoring Team, COUNTY Case Management Staff, and other authorized  
11 County, Federal and/or State representatives, the right to enter the program facilities  
12 during operating hours to monitor client well-being and the right to review and  
13 monitor CONTRACTOR's facilities, programs, policies, practices, books, records, or  
14 procedures during operating hours.  
15

16 1. In exercising the right to review or monitor CONTRACTOR's administrative,  
17 clinical, fiscal, and program components, staff and facility(ies), the COUNTY  
18 shall enforce Agreement provisions and applicable COUNTY policies identified  
19 throughout this Agreement, including those related to threats and violent behavior  
20 or harassment in the workplace concerning its employees.  
21

22 2. CONTRACTOR further agrees to authorize the COUNTY, under this Agreement,  
23 to have access to all COUNTY consumers, to collaborate with treating staff, and to  
24 review necessary documents to ensure that the consumer has received all necessary  
25 assessments, all necessary treatment planning with measurable goals, and  
26 documented progress towards goals.  
27  
28

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 non-compliance.

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 in order to give the CONTRACTOR  
15 the opportunity to come into compliance.

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

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

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

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 G. Notwithstanding the foregoing, the COUNTY reserves the right, at any time and  
24 without a thirty (30) day written notice, to disallow or withhold CONTRACTOR  
25 funding if and when required for material non-compliance as it pertains to any  
26 provision of this Agreement.  
27  
28

V

STATUS OF CONTRACTOR:

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

B. CONTRACTOR certifies that it will comply with all applicable state and federal labor laws and regulations, including, but not limited to, those issued by ~~is aware of~~ the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor and California Division of Occupational Safety and Health.

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

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  
3 employer-employee relationship exists by reason of this Agreement.

4 E. CONTRACTOR shall indemnify COUNTY for any and all federal or state  
5 withholding or retirement payments which COUNTY may be required to make  
6 pursuant to federal 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  
10 status 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.  
18  
19

20 G. CONTRACTOR shall comply with the disclosure to COUNTY of ownership,  
21 control, and relationship information as required in 42 C.F.R. Sections 455.101 and  
22 455.104.  
23

## 24 VI

### 25 ADMINISTRATIVE CHANGE IN STATUS:

26 A. If, during the term of the Agreement, there is a change in CONTRACTOR'S status,  
27 a detailed description of the change must be submitted to COUNTY in writing at  
28



1 least sixty (60) days prior to the effective date of the change. A change in status is  
2 defined as, but is not limited to, a name change not amounting to a change of  
3 ownership, a change in the name of the individual authorized to sign contract  
4 documents, moving a facility's service location within the same region, closing a  
5 facility with services being offered in another already existing contracted facility, or  
6 change in services offered without an increase to the Agreement maximum. Other  
7 changes to the Agreement may result in a more formal Agreement amendment.  
8 Involuntary changes of status due to disasters should be reported to the COUNTY as  
9 soon as possible.  
10

11 B. CONTRACTOR is responsible for providing to the COUNTY, annually, at the  
12 beginning of each fiscal year and upon execution of the CONTRACTOR'S  
13 Agreement, emergency and/or after hour contact information for the  
14 CONTRACTOR'S organization. CONTRACTOR'S emergency and/or after hour  
15 contact information shall include, but is not limited to, first and last name of  
16 emergency and/or after hour contact, telephone number, cellular phone number, and  
17 applicable address(s). CONTRACTOR shall provide this information to the  
18 COUNTY at the same time the CONTRACTOR provides the COUNTY with annual  
19 insurance renewals and/or changes to insurance coverage.  
20  
21

22 C. CONTRACTOR shall be responsible for updating this information, immediately and  
23 in writing, when changes in CONTRACTOR'S emergency and/or after hour contact  
24 information occurs during the fiscal year or prior to the end of the fiscal year.  
25 Written CONTRACTOR'S updates of this information shall be provided to the  
26 COUNTY in accordance with Section XXXI, NOTICES, of this Agreement.  
27  
28

1 D. If there are any CONTRACTOR administrative changes, such as signatory authority,  
2 management, site addresses, business locations, remittance addresses, tax  
3 identification numbers, business ownership, etc., a letter, on CONTRACTOR's  
4 letterhead and signed by the CONTRACTOR's Chairman of the Board or President  
5 or Chief Executive Officer, or its designee, and/or a copy of CONTRACTOR's  
6 Board minutes authorizing the change(s), the appropriate documentation must be  
7 submitted to COUNTY within two weeks of the change.  
8

9 VII

10 DELEGATION AND ASSIGNMENT:

11 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in  
12 part, without prior written consent of COUNTY; provided, however, obligations  
13 undertaken by CONTRACTOR pursuant to this Agreement may be carried out by  
14 means of subcontracts, provided such subcontracts are approved in writing by the  
15 DIRECTOR (or his designee), prior to CONTRACTOR'S finalization of the  
16 subcontract, meet the requirements of this Agreement as they relate to the service or  
17 activity under subcontract, and include any provisions that the DIRECTOR may  
18 require, nor shall any subcontract result in, or imply, the creation of a relationship  
19 between the COUNTY and any subcontractor.  
20

21  
22 B. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to  
23 COUNTY pursuant to this Agreement.  
24

25 C. CONTRACTOR may not assign the rights hereunder, either in whole or in part,  
26 without the prior written consent of COUNTY. Any attempted assignment or  
27 delegation in derogation of this paragraph shall be void.  
28

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

4 VIII

5 ALTERATION:

6 No alteration or variation of the terms of this Agreement shall be valid unless made  
7 in writing and signed by the parties hereto. No oral understanding or agreement not  
8 incorporated herein, shall be binding on any of the parties hereto unless specifically made  
9 in writing by both parties hereto.  
10

11 IX

12 LICENSES:

13 A. CONTRACTOR warrants and certifies that it has all applicable, appropriate, and  
14 necessary licenses, permits, approvals, certifications, waivers, and/or exemptions  
15 necessary to provide the services outlined herein, for its business to operate, and for  
16 personnel to provide services hereunder, and as required by all applicable laws and  
17 regulations set forth by the Federal, State, County and local governments, and all  
18 other appropriate governmental agencies.  
19

20 B. CONTRACTOR agrees to maintain these licenses, permits, approvals, certifications,  
21 waivers, and exemptions, etc. throughout the term of this Agreement.  
22

23 C. CONTRACTOR shall notify DIRECTOR, or its designee, immediately and in  
24 writing of its inability to maintain, irrespective of the pendency of an appeal of such  
25 licenses, permits, approvals, certifications, waivers or exemptions.  
26

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 the COUNTY harmless, CONTRACTOR shall procure and maintain the following insurance coverage during the term of this Agreement. With respect to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation

If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the County of Riverside.

B. Commercial General Liability

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

1 C. Fidelity Bond

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

13 D. Vehicle Liability

14 CONTRACTOR shall maintain liability insurance for all vehicles or other mobile  
15 equipment used in the performance of the obligations under this Agreement in an amount  
16 not less than \$1,000,000 per occurrence combined single limit. If such insurance  
17 contains a general aggregate limit, it shall apply separately to this Agreement or be no  
18 less than two (2) times the occurrence limit. Policy shall name the COUNTY as  
19 Additional Insured.  
20

21 E. Professional Liability

22 CONTRACTOR shall maintain Professional Liability Insurance providing coverage for  
23 CONTRACTOR'S performance of work included within this Agreement, with a limit of  
24 liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If  
25 CONTRACTOR'S Professional Liability Insurance is written on a 'claims made' basis  
26 rather than on an 'occurrence' basis, such insurance shall continue through the term of this  
27  
28

1 Agreement. Upon termination of this Agreement or the expiration or cancellation of the  
2 claims made insurance policy CONTRACTOR shall purchase at his sole expense either 1)  
3 an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates  
4 Coverage from a new insurer with a retroactive date back to the date of, or prior to, the  
5 inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that  
6 CONTRACTOR has maintained continuous coverage with the same or original insurer.  
7 Coverage provided under this section shall continue for a period of five (5) years beyond  
8 the termination of this Agreement.  
9

10 F. General Insurance Provisions - All Lines

- 11
- 12 1. Any insurance carrier providing insurance coverage hereunder shall be admitted to  
13 the State of California and have an A.M. BEST rating of not less than an A: VIII (A:  
14 8) unless such requirements are waived, in writing, by the COUNTY Risk Manager.  
15 If the COUNTY Risk Manager waives a requirement for a particular insurer, such  
16 waiver is only valid for that specific insurer and only for one policy term.
  - 17 2. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or  
18 self-insured retentions. If such deductibles or self-insured retentions exceed  
19 \$500,000 per occurrence, such deductibles and/or retentions shall have the prior  
20 written consent of the COUNTY Risk Manager before the commencement of  
21 operations under this Agreement. Upon notification of deductibles or self insured  
22 retentions which are deemed unacceptable to the COUNTY, at the election of the  
23 COUNTY Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or  
24 eliminate such deductibles or self-insured retentions with respect to this Agreement  
25  
26  
27  
28

1 with the COUNTY, or 2) procure a bond which guarantees payment of losses and  
2 related investigations, claims administration, defense costs and expenses.

- 3 3. The CONTRACTOR shall cause their insurance carrier(s) to furnish the County of  
4 Riverside with 1) a properly executed original Certificate(s) of Insurance and  
5 certified original copies of Endorsements effecting coverage as required herein; or,  
6 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide  
7 original Certified copies of policies including all Endorsements and all attachments  
8 thereto, showing such insurance is in full force and effect. Further, said Certificate(s)  
9 and policies of insurance shall contain the covenant of the insurance carrier(s) shall  
10 provide no less than thirty (30) days written notice be given to the County of  
11 Riverside prior to any material modification or cancellation of such insurance. In the  
12 event of a material modification or cancellation of coverage, this Agreement shall  
13 terminate forthwith, unless the County of Riverside receives, prior to such effective  
14 date, another properly executed original Certificate of Insurance and original copies  
15 of endorsements or certified original policies, including all endorsements and  
16 attachments thereto evidencing coverage and the insurance required herein is in full  
17 force and effect. Individual(s) authorized by the insurance carrier to do so on its  
18 behalf shall sign the original endorsements for each policy and the Certificate of  
19 Insurance. Certificates of insurance and certified original copies of Endorsements  
20 effecting coverage as required herein shall be delivered to Riverside County  
21 Department of Mental Health, P.O. Box 7549, Riverside, CA 92513-7549,  
22 Contracts Division. CONTRACTOR shall not commence operations until the  
23 County of Riverside has been furnished original Certificate(s) of Insurance and  
24  
25  
26  
27  
28



1 certified original copies of endorsements or policies of insurance, including all  
2 endorsements and any and all other attachments as required in this Section.

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

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

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

15 XII

16 LIMITATION OF COUNTY LIABILITY:

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

21 XIII

22 WARRANTY AGAINST CONTINGENT FEES:

23 CONTRACTOR warrants that no person or selling agency has been employed or  
24 retained to solicit or secure this Agreement upon any agreement or understanding for any  
25 commission, percentage, brokerage, or contingent fee, excepting bona fide employees or  
26 bona fide established commercial or selling agencies maintained by CONTRACTOR for  
27  
28

1 the purpose of securing business. For CONTRACTOR'S breach or violation of this  
2 warranty, COUNTY may, at its sole discretion, deduct from the Agreement price of  
3 consideration, or otherwise recover, the full amount of such commission, percentage,  
4 brokerage, or contingent fee.

5 XIV

6 NON-DISCRIMINATION:

7 A. Employment

- 8
- 9 1. Affirmative Action shall be taken to ensure applicants and employees are  
10 treated without regard to their race, religion, color, creed, gender, national  
11 origin, age, sexual preference, marital status, physical, sensory, cognitive or  
12 mental disabilities. Such affirmative action shall include, but not be limited to  
13 the following: employment, promotion, demotion or transfer; recruitment or  
14 recruitment advertising; layoff or termination; rate of pay or other forms of  
15 compensation; and selection for training, including apprenticeship. There shall  
16 be posted in conspicuous places, available to employees and applicants for  
17 employment, notices from DIRECTOR, or his designee, and/or the United  
18 States Equal Employment Opportunity Commission setting forth the provisions  
19 of this Section.  
20  
21  
22 2. All solicitations or advertisements for recruitment of employment placed by or  
23 on behalf of CONTRACTOR shall state that all qualified applicants will  
24 receive consideration for employment without regard to race, religion, color,  
25 creed, gender, national origin, age, sexual preference, marital status or  
26 physical, sensory, cognitive or mental disabilities.  
27  
28

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

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

13 B. Services, Benefits, and Facilities

14 1. CONTRACTOR certifies that CONTRACTOR and any or all of its  
15 Subcontractors shall not unlawfully discriminate in the provision of services  
16 because of race, religion, color, creed, gender, national origin, age, sexual  
17 preference, marital status, or physical, sensory, cognitive, or mental disability  
18 as provided by state and federal law and in accordance with Title VI of the  
19 Civil Rights Act of 1964 [42 U.S.C. 2000(d)]; Age Discrimination Act of 1975  
20 (42 U.S.C. 6101); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.  
21 794) (as amended); Education Amendments of 1972 (20 U.S.C. 1681);  
22 Americans with Disabilities Act of 1990 (42 U.S.C. 12101); 45 C.F.R. Part 84;  
23 provisions of the Fair Employment and Housing Act and regulations  
24 promulgated hereunder (Government Code Section 12900 et. seq.) and 2  
25  
26  
27  
28

1 C.C.R. Section 7285.0 et seq.); Government Code Section 11135 et. seq.; and 9  
2 C.C.R. Section 10800 et. seq.

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

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

1 purpose of presenting his or her complaint of alleged discrimination. Such  
2 procedures shall also indicate that if such person is not satisfied with  
3 COUNTY'S resolution or decision with respect to the complaint of alleged  
4 discrimination, he or she may appeal the matter to the California Department  
5 of Health Care Services (DHCS). CONTRACTOR will maintain a written log  
6 of complaints for a period of seven (7) years.  
7

8 4. CONTRACTOR will maintain a safe facility in accordance with Title 9,  
9 Division 1 of the California Code of Regulations (C.C.R.). CONTRACTOR  
10 will store and dispense medications in compliance with all applicable State and  
11 Federal laws and regulations and COUNTY'S "Medication Guidelines,"  
12 available from the COUNTY Quality Improvement – Outpatient Division.  
13

14 5. A completed ADA/504 Self-Evaluation (Access to Services) Plan, including a  
15 Checklist for Accessibility must be submitted as a part of the application  
16 process requirement for contracting.  
17

18 6. CONTRACTORS that relocate must find space that is accessible.  
19 CONTRACTORS that renovate their existing space must meet accessibility  
20 standards in order to maintain funding, certification or licensure.  
21

22 7. CONTRACTORS that are not currently accessible to people with disabilities  
23 must have a written and posted referral policy and plan developed in  
24 conjunction with the county mental health program administration and  
25 consumers must be provided with a copy of this policy.  
26

27 8. Existing facilities must provide a current written ADA/504 (Access to  
28 Services) Plan to the County at each renewal, including a current Disability

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

3 XV

4 PERSONS WITH DISABILITIES:

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

15 XVI

16 REPORTS:

- 17  
18 A. CONTRACTOR shall participate in the COUNTY'S Management Information  
19 System (MIS) as required by the Director, or his authorized designee. CONTRACTOR  
20 shall report to the program, applicable client and staff related data regarding the  
21 CONTRACTOR'S program by the fifth (5<sup>th</sup>) working day of the following month.  
22  
23 B. CONTRACTOR shall provide the COUNTY with applicable reporting documentation  
24 as specified and/or required by the COUNTY, State Department of Mental Health and  
25 Federal guidelines. COUNTY may provide additional instructions on reporting  
26 requirements.  
27  
28

1 C. CONTRACTOR shall comply with the State reporting requirements pursuant to 9  
2 C.C.R. Section 10561. Upon the occurrence of any of the events listed hereafter, the  
3 CONTRACTOR shall make a telephonic report to the State department licensing staff  
4 (hereinafter "State") within one (1) working day. The telephonic report is to be  
5 followed by a written report to the COUNTY within twenty-four (24) hours of the  
6 incident and within seven (7) days of the event to the State. If a report to local  
7 authorities exists which meets the requirements cited, a copy of such a report will suffice  
8 for the written report required by the State.  
9

10 1. Events reported shall include:

- 11 a. Death of any resident from any cause;
- 12 b. Any facility related injury of any resident which requires medical treatment;
- 13 c. All cases of communicable disease reportable under 17 C.C.R. Section 2502  
14 shall be reported to the local health officer in addition to the State;
- 15 d. Poisonings;
- 16 e. Catastrophes such as flooding, tornado, earthquake or any other natural  
17 disaster; and,
- 18 f. Fires or explosions which occur in or on the premises.  
19

20 2. Information provided shall include the following:

- 21 a. Residents' name, age, sex, and date of admission;
- 22 b. Date, time and nature of the event;
- 23 c. Attending physician's name, findings and treatment, if any; and,
- 24 d. The items below shall be reported to the State within ten (10) working days  
25 following the occurrence.  
26  
27  
28

- 1 (i) The organizational changes specified in Section 10531(a) of this  
2 subchapter;
- 3 (ii) Any change in the licensee's or applicant's mailing address; and,  
4  
5 (iii) Any change of the administrator of the facility. Such notification shall  
6 include the new administrator's name, address and qualifications.

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

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

17 COUNTY shall provide instructions on the reporting requirements as required herein.

18 F. As Mental Health and/or Substance Use service providers and funding recipients, under  
19 the State Charitable Choice requirements, CONTRACTOR must adhere to the  
20 following:  
21

- 22 following:
- 23 1. Ensure that CONTRACTOR provides notice to all its clients of their right to  
24 alternative services if, when and where applicable;
  - 25 2. Ensure that CONTRACTOR refers clients to alternative services if, when and where  
26 applicable; and  
27  
28



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

7 XVII

8 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

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

16 XVIII

17 CONFIDENTIALITY:

18 CONTRACTOR shall maintain the confidentiality of all client identifying  
19 information contained in records, including but not limited to patient/client records/charts,  
20 billing records, research and client identifying reports, and the COUNTY'S client  
21 management information system (ELMR) in accordance with WIC Sections 14100.2 and  
22 5328 et seq, 42 C.F.R. Sections 431.300 et seq., 42 U.S.C. Section 1320d et seq., (the  
23 Health Insurance Portability and Accountability Act of 1996) as well as the corresponding  
24 regulations (including but not limited to 45 C.F.R. Parts 142, 160, 162, 164) and all other  
25  
26  
27  
28

1 applicable COUNTY, State and Federal laws, regulations, ordinances and directives  
2 relating to confidentiality and security of client records and information.

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

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

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

21 D. For purposes of the above paragraphs, identifying information is considered to be any  
22 information that reasonably identifies an individual and their past, present, or future  
23 physical or mental health or condition. This includes, but is not limited to, any  
24 combination of the person's name, address, Social Security Number, date of birth,  
25 identifying number, symbol, or other identifying particular assigned to the individual,  
26 such as fingerprint or photograph.  
27  
28

1 E. Notification of Electronic Breach or Improper Disclosure

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

16 Attention: Mental Health Compliance Officer  
17  
18 Riverside County Department of Mental Health  
19  
20 P.O. Box 7549  
21  
22 Riverside, CA 92513

23 If the security breach requires notification under Civil Code section 1798.82,  
24 CONTRACTOR agrees to assist the COUNTY in any way, in any action pertaining  
25 to such unauthorized disclosure required by applicable, Federal, State and/or County  
26 laws and regulations.

27 F. Safeguards  
28

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

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

22 1. Passwords must not be:

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

26 b. A dictionary word; and,  
27  
28

1 c. Stored in clear text;

2 2. Passwords must be:

3 a. Eight (8) characters or more in length;

4 b. Changed every 90 days;

5 c. Changed immediately if revealed or compromised; and,

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

7 from the standard keyboard:

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

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

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

11 (iv) Non-alphanumeric characters (punctuation symbols).

12  
13  
14 H. The CONTRACTOR shall implement the following security controls on each  
15 workstation or portable computing device (e.g., laptop computer) containing  
16 confidential, personal, or sensitive data:

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

18 2. Continuously updated anti-virus software; and,

19 3. Patch management process including installation of all operating  
20 system/software vendor security patches.

21  
22 I. The CONTRACTOR shall utilize a commercial encryption solution that has  
23 received FIPS 140 –2 validation to encrypt all confidential, personal, or sensitive  
24 data stored on portable electronic media (including, but not limited to, CDs and  
25 thumb drives) and on portable computing devices (including, but not limited to,  
26 laptop and notebook computers). The CONTRACTOR shall not transmit  
27  
28

1 confidential, personal, or sensitive data via-e-mail or other internet transport  
2 protocol unless the data is encrypted by a solution that has been validated by the  
3 National Institute of Standards and Technology (NIST) as conforming to the  
4 Advanced Encryption Standard (AES) Algorithm or Triple DES.

5  
6 1. Mitigation of Harmful Effects

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

11  
12 2. Employee Training and Discipline

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

19  
20 3. Disclaimer

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

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

3 4. Interpretation

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

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

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

22 XIX

23 RECORDS/INFORMATION AND RECORD RETENTION:

24 All records shall be available for inspection by the designated auditors of COUNTY, State  
25 Department of Justice, State DHCS, U.S. Department of Health and Human Services and  
26 the U.S Office of the Inspector General at reasonable times during normal business hours.  
27  
28

1 Records include, but are not limited to all physical and electronic records originated or  
2 prepared 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 and  
5 non-medical services for clients. Upon request, at any time during the period of this  
6 Agreement, the CONTRACTOR will furnish any such record or copy thereof, to the  
7 COUNTY. CONTRACTOR shall be subject to the examination and audit of the Office of  
8 the Inspector General for a period of three (3) years after final payment under the  
9 Agreement.  
10

11 A. Medical/Client Records  
12

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

21 B. Financial Records  
22

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



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

5  
6 C. Financial Record Retention

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

10 D. Patient/Client Record Retention

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

16  
17 E. Shared Records/Information

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

24  
25 F. Client Records

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

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

8 G. Records Inspection

9 All records shall be available for inspection by all applicable and designated Federal,  
10 State, and COUNTY auditors during normal business hours. Records shall include,  
11 but are not limited to, all physical and electronic records originated or prepared  
12 pursuant to the performance under this Agreement; including, but not limited to,  
13 working papers, reports, financial records or books of account, medical records,  
14 prescription files, subcontracts, any and other documentation pertaining to medical  
15 and non-medical services for clients. Upon request, at any time during the period of  
16 this Agreement, the CONTRACTOR will furnish any such records or copies thereof,  
17 to the applicable Federal, State and COUNTY auditors. CONTRACTOR shall be  
18 subject to the examination and audit of the Office of the Inspector General for a  
19 period of no less than five (5) years pertaining to individuals over the age of eighteen  
20 (18) years of age related documentation; and no more than ten (10) years pertaining  
21 to minor related documentation after final payment under Agreement.  
22  
23  
24

25 XX

26 STAFFING:  
27  
28

1 CONTRACTOR shall comply with the staffing expectations as required by state  
2 licensing requirements and as may be additionally described in Exhibit A. Such personnel  
3 shall be qualified, holding appropriate license(s)/certificate(s) for the services provided in  
4 accordance with the WIC Section 5751.2, the requirements set forth in 9 C.C.R., the  
5 Business and Professions Code, State DHCS policy letters, and any amendments thereto.

6 CONTRACTOR shall maintain specific job descriptions/duty statements for each position  
7 describing the assigned duties, reporting relationship, and shall provide sufficient detail to  
8 serve as the basis for an annual performance evaluation. Furthermore, CONTRACTOR  
9 acknowledges all its officers, board members, employees, associates, and agents providing  
10 services hereunder are eligible for reimbursement for said services by their exclusion from  
11 the Federal "List of Excluded Parties" registry.  
12  
13

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

- 16 1. A list of persons by name, title, and professional degree, including, but not limited  
17 to, licensing, experience, credentials, Cardiopulmonary Resuscitation (CPR)  
18 Training, First Aid training, languages spoken, Race/Ethnicity with an option to  
19 select "Prefer Not to Say" and/or certification and experience of persons providing  
20 services hereunder, and any other information deemed necessary by the  
21 DIRECTOR or designee. All certifications should comply with applicable  
22 California Health and Safety Code of Regulations.  
23
- 24 2. Previously established and/or updated Personnel policies and procedures;
- 25 3. Updated personnel file for each staff member (including subcontractors, as  
26 approved by COUNTY and volunteers) that includes at minimum the following:  
27  
28

- 1 a. Resume, employment application, proof of current licensure, all applicable  
2 employment related certifications, registration;  
3 b. List of all applicable trainings during time of employment to present;  
4 c. Annual Job performance evaluation; and  
5 d. Personnel action document for each change in status of the employee.  
6

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

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

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

22 E. CONTRACTOR shall establish and disseminate written policies for all employees  
23 that include detailed information about the False Claims Act and the other provisions  
24 named in the Social Security Act Section 1902(a)(68)(A). Included in these written  
25 policies shall be detailed information about CONTRACTOR'S policies and  
26 procedures for detecting and preventing fraud, waste, and abuse in federal, state and  
27 local health care programs. CONTRACTOR shall also include in any employee  
28

1 handbook a specific discussion of the laws described in the written policies, the rights  
2 of employees to be protected as whistleblowers, and a specific discussion of  
3 CONTRACTOR'S policies and procedures for detecting and preventing fraud, waste  
4 and abuse.

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

11  
12  
13 G. CONTRACTOR is responsible for notifying the COUNTY of all changes to indirect  
14 and direct personnel service providers that will have an impact on its Electronic  
15 Management of Records (ELMR) system. These changes include, but are not limited  
16 to, adding new personnel, modifying existing personnel, or terminating personnel.  
17 CONTRACTOR is responsible for completing the Computer Account Request Form  
18 (CARF) included with this Agreement, when such changes occur and will have an  
19 impact on ELMR data entry or system access, and shall submit, via email, the  
20 completed CARF form to its designated COUNTY Program Analyst for review and  
21 approval. The COUNTY designated Program Analyst will then review CARF for  
22 accuracy and will then submit CARF to the COUNTY'S Information Technology  
23 (I.T.) staff for processing. The COUNTY'S designated Program Analyst will  
24 communicate with the CONTRACTOR, via email, with confirmation of submission  
25 for processing, and a COUNTY I.T. or ELMR personnel will contact the  
26  
27  
28

1 CONTRACTOR direct, via telephone, to confirm receipt of the CARF and provide  
2 confirmation that computer access has been granted or changed as requested by the  
3 CONTRACTOR.

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

12  
13 I. CONTRACTOR is responsible for ensuring that any of its staff members or personnel  
14 in which they employ is licensed or certified to practice, and is in possession of a  
15 valid, current license or certificate to practice or to provide mental health or other  
16 required services, to COUNTY consumers. CONTRACTORS who receive Medi-Cal  
17 funds are required to validate and submit a signed statement to COUNTY with their  
18 monthly invoice to confirm that their board and/or staff members are not on either the  
19 OIG Exclusion List at the website <http://exclusions.oig.hhs.gov/search.aspx> and the  
20 Medi-Cal List of Suspended or Ineligible Providers list at <http://www.medi-cal.ca.gov>.  
21 In addition, CONTRACTORS providing Medi-Cal billable services must have, and  
22 provide in writing to COUNTY, pursuant to Section XXXI, NOTICES, of this  
23 Agreement, a valid rendering site and/or individual provider NPI and taxonomy code  
24 that corresponds with the work they are performing. Any updates or changes must be  
25 made by the CONTRACTOR to the National Plan & Provider Enumeration System  
26  
27  
28

1 (NPPEs) within thirty (30) days. CONTRACTOR shall establish their own  
2 procedures to ensure adherence to these requirements.

3 XXI

4 CULTURAL COMPETENCY

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

18 B. CONTRACTOR shall demonstrate program access; linguistically appropriate and  
19 timely mental health service delivery; staff training; and organizational policies and  
20 procedures related to the treatment of culturally diverse populations. CONTRACTOR  
21 shall perform specific outcome studies, on-site reviews and written reports to be made  
22 available to the COUNTY upon request.  
23  
24  
25  
26  
27  
28

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

- 4 1. Clinical care and therapeutic interventions which are linguistically and  
5 culturally appropriate; including, at a minimum, admission, discharge, and  
6 medication consent forms available in Spanish;  
7
- 8 2. Have a comprehensive management strategy to address culturally and  
9 linguistically appropriate services, including strategic goals, plans, policies,  
10 procedures and designated staff responsible for implementation;  
11
- 12 3. Medically appropriate interventions, which acknowledge specific cultural  
13 influences;  
14
- 15 4. Provision and utilization of qualified interpreters within twenty-four (24) hours  
16 of identified need;  
17
- 18 5. Screening and certification of interpreters as specified in subparagraph 3 a  
19 below;  
20
- 21 6. Training to mental health providers in building the cultural knowledge and  
22 skill required to provide culturally appropriate treatment of client population  
23 served;  
24
- 25 7. Develop and implement a strategy to recruit, retain and promote qualified,  
26 diverse and culturally competent administrative, clinical and support staff that  
27 are trained and qualified;  
28
8. Client related information translated into the various languages of the diverse  
populations served; and,



1 9. Provide oral and written notices, including translated signage at key points of  
2 contact, to clients in their primary language informing them of their right to  
3 receive no-cost interpreter services.

4 D. CONTRACTOR shall make available bilingual professional staff or qualified  
5 interpreter to ensure adequate communication between clients and mental health staff.  
6 Any individual with limited English language capability or other communicative  
7 barriers shall have equal access to mental health services.  
8

9 1. A qualified interpreter is defined as someone who is fluent in English and in  
10 the necessary second language, who can accurately speak, read and readily  
11 interpret the necessary second language and/or accurately sign and read sign  
12 language. A qualified interpreter must be able to translate in linguistically  
13 appropriate mental health terminology necessary to convey information such as  
14 symptoms or instructions to the client in both languages; and,  
15

16 2. A fluently bilingual person, who is not trained in the provision of mental health  
17 services, must complete training prior to providing services, which covers  
18 terms and concepts associated with mental health medications, and cultural  
19 beliefs and practices which may influence the client's mental health condition.  
20

21 E. CONTRACTOR agrees to comply with the COUNTY'S Cultural Competency Plan as  
22 set forth in the Board of Supervisors approved Cultural Competency Plan. The  
23 Cultural Competency Plan may be obtained from the COUNTY'S website at  
24 [www.rcdmh.org](http://www.rcdmh.org) or by contacting the COUNTY'S Cultural Competency Manager or  
25 designee upon written request via certified mail or facsimile to:  
26  
27  
28

1 Riverside County Department of Mental Health Cultural Competency Program

2 P.O. Box 7549

3 Riverside, California 92513

4 Attention: Cultural Competency Manager

5 Fax: 951-955-7206

- 6
- 7 F. CONTRACTOR agrees to meet with COUNTY'S Cultural Competency Program
- 8 Manager, as needed by the CONTRACTOR and as coordinated by the COUNTY, to
- 9 determine and implement cultural competency activities that shall include, but is not
- 10 limited to, compliance with the cultural competency requirements outlined in Section
- 11 XXI of this Agreement.
- 12
- 13 G. COUNTY will provide technical assistance to CONTRACTOR in the areas of cultural
- 14 competency as needed and requested by CONTRACTOR.
- 15
- 16 H. CONTRACTOR will be responsible for participating in cultural competency trainings
- 17 as required by the COUNTY'S Cultural Competency Plan. The following is a partial
- 18 list of annual cultural competency trainings and topics that may be available through
- 19 the COUNTY to assist CONTRACTORS with meeting training requirements, though
- 20 capacity will be limited: Cultural Formulation; Multicultural Knowledge; Cultural
- 21 Sensitivity; Cultural Awareness; Social/Cultural Diversity; Mental Health Interpreter
- 22 Training; Training Staff in the use of Mental Health Interpreters; Training in the Use
- 23 of Interpreters in the Mental Health Setting. In order to attend the COUNTY offered
- 24 trainings, CONTRACTOR must contact the Cultural Competency Manager at the
- 25 contact information location in subparagraph 4 of paragraph A. in Section XXI,
- 26 CULTURAL COMPETENCY.
- 27
- 28

I. 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
<b>Example:</b> Cultural Competence Introduction	Overview of cultural competence issues in mental health treatment settings.	Four hours annually	*Direct Services *Direct Services Contractors *Administration *Interpreters	15 20 4 2 Total: 41	1/21/10	John Doe

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

J. CONTRACTOR is responsible for notifying the COUNTY Cultural Competency Program Manager in writing if the June 30<sup>th</sup> deadline can not be met.

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

XXII

INFORMING MATERIALS:

CONTRACTOR shall provide all clients with a Notice of Privacy Practices information brochure or pamphlet during the time of the client's first visit. The CONTRACTOR is subsequently responsible for issuing the Notice of Privacy Practices (NPP) information brochure or pamphlet to all clients every three (3) years at a minimum and/or every time the Notice of Privacy Practices information is updated and/or changed. Also, the CONTRACTOR is responsible for having the client or consumer sign,

1 acknowledging receipt of the NPP information, and CONTRACTOR must keep client or  
2 consumer signed acknowledgement on file every three (3) years upon receipt from client or  
3 consumer.

4 XXIII

5 CONFLICT OF INTEREST:

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

11 XXIV

12 PATIENTS' RIGHTS:

13 Patients' rights shall be observed by CONTRACTOR as provided in the Welfare and  
14 Institutions Code, Section 5325.1, as well as Titles 9 and 22 of the C.C.R. COUNTY  
15 Patients' Rights Advocates will be given access to clients, clients' records, and facility  
16 personnel to monitor the CONTRACTOR'S compliance with said statutes and regulations.  
17

18 XXV

19 WAIVER OF PERFORMANCE:

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

24 XXVI

25 DRUG-FREE WORKPLACE CERTIFICATION:

26 If State funds are utilized to fund this Agreement as specified in Schedule I or  
27 Schedule K, the following Drug-Free Workplace requirements shall apply. By signing  
28

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

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

9  
10 B. Establish a Drug-Free Awareness Program as required by Government Code Section  
11 8355 (a) to inform employees about all of the following:

- 12 1. The dangers of substance use in the workplace
- 13 2. The CONTRACTORS policy of maintaining a drug-free workplace;
- 14 3. Any available counseling, rehabilitation, and employee assistance programs;  
15 and  
16
- 17 4. Penalties that may be imposed upon employees for substance use violations.

18  
19 C. Provide as required by Government Code Section 8355 (a) that every employee who  
20 works on the proposed Agreement:

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

24  
25 D. Failure to comply with these requirements may result in suspension of payments  
26 under the Agreement or termination of the Agreement or both and the  
27  
28

1 CONTRACTOR may be ineligible for award of future State contracts if the  
2 COUNTY determines that any of the following has occurred:

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

5  
6 XXVII

7 TERMINATION PROVISIONS:

- 8 A. Either party may terminate this Agreement without cause, upon thirty (30) days  
9 written notice served upon the other party.
- 10 B. Termination does not release CONTRACTOR from the responsibility of securing  
11 Protected Health Information (PHI) data.
- 12 C. The COUNTY may terminate this Agreement upon thirty (30) days written notice  
13 served upon the CONTRACTOR if sufficient funds are not available for  
14 continuation of services.
- 15 D. The COUNTY reserves the right to terminate the Agreement without warning at the  
16 discretion of the Director or designee, when CONTRACTOR has been accused  
17 and/or found to be in violation of any County, State, or Federal laws and regulations.
- 18 E. The COUNTY may terminate this Agreement immediately due to a change in  
19 status, delegation, assignment or alteration of the Agreement not consented to by  
20 COUNTY.
- 21 F. The COUNTY may terminate this Agreement immediately if, in the opinion of the  
22 Director of Mental Health, CONTRACTOR fails to provide for the health and safety  
23 of patients served under this Agreement. In the event of such termination, the  
24 COUNTY may proceed with the work in any manner deemed proper to the  
25 COUNTY.
- 26  
27  
28

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

- 3 1. Temporarily withhold payments pending correction of the deficiency;  
4 2. Disallow (that is deny funds) for all or part of the cost or activity not in  
5 compliance; or,  
6 3. Wholly or partially suspend or terminate the Agreement, and if necessary,  
7 request repayment to COUNTY if any disallowance is rendered after audit  
8 findings.  
9

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

- 15 1. Stop all services under this Agreement on the date, and to the extent specified,  
16 in the Notice of Termination;  
17 2. Continue to provide the same level of care as previously required under the  
18 terms of this Agreement until the date of termination;  
19 3. If clients are to be transferred to another facility for services, furnish to  
20 COUNTY, upon request, all client information and documents deemed  
21 necessary by COUNTY to affect an orderly transfer;  
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 5. Cancel outstanding commitments covering the procurement of materials,  
25 supplies, equipment and miscellaneous items. In addition, CONTRACTOR  
26  
27  
28

1 shall exercise all reasonable diligence to accomplish the cancellation of  
2 outstanding commitments required by this Agreement, which relate to personal  
3 services. With respect to these canceled commitments, the CONTRACTOR  
4 agrees to provide a written plan to Director (or his designee within thirty (30)  
5 days for settlement of all outstanding liabilities and all claims arising out of  
6 such cancellation of commitments. Such plan shall be subject to the approval  
7 or ratification of the COUNTY, which approval or ratification shall be final for  
8 all purposes of this clause;  
9

10 6. Transfer to COUNTY and deliver in the manner, at the times, and to the  
11 extent, if any, as directed by COUNTY, any equipment which, if the  
12 Agreement had been completed, would have been required to be furnished to  
13 COUNTY;  
14

15 7. Take such action as may be necessary, or as COUNTY may direct, for the  
16 protection and preservation of the equipment related to this Agreement which  
17 is in the possession of CONTRACTOR and in which COUNTY has or may  
18 acquire an interest; and,  
19

20 8. COUNTY shall continue to pay CONTRACTOR at the same rate as  
21 previously allowed until the date of termination, as determined by the Notice  
22 of Termination.  
23

24 I. The CONTRACTOR shall submit a termination claim to COUNTY promptly after  
25 receipt of a Notice of Termination, or on expiration of this Agreement as specified in  
26 Section II, PERIOD OF PERFORMANCE, but in no event, later than thirty-two  
27  
28



1 (32) days from the effective date thereof, unless an extension, in writing, is granted  
2 by the COUNTY.

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

16  
17 K. The rights and remedies of COUNTY provided in this section shall not be exclusive  
18 and are in addition to any other rights and remedies provided by law or under this  
19 Agreement.  
20

21 XXVIII

22 DISPUTE:

23  
24 In the event of a dispute between a designee of the DIRECTOR and the  
25 CONTRACTOR over the execution of the terms of this Agreement, the quality of patient  
26 services being rendered, and/or the withholding of CONTRACTOR'S payments due to  
27 instances such as material non-compliance or audit disallowances or both, the  
28

1 CONTRACTOR may file a written protest with the appropriate Program/Regional  
2 Administrator of the COUNTY. CONTRACTOR shall continue with the responsibilities  
3 under this Agreement during any dispute. The Program/Regional Administrator shall  
4 respond to the CONTRACTOR in writing within ten (10) working days. If the  
5 CONTRACTOR is dissatisfied with the Program/Regional Administrator's response, the  
6 CONTRACTOR may file successive written protests up through the Department of  
7 Mental Health's administrative levels of Assistant Director, and (finally) DIRECTOR.  
8 Each administrative level shall have twenty (20) working days to respond in writing to the  
9 CONTRACTOR. The DIRECTOR will have the final authority to rescind, modify or  
10 uphold the finding/decision.  
11

12  
13 XXIX

14 SEVERABILITY:

15 If any provision of this Agreement or application thereof to any person or  
16 circumstances shall be declared invalid by a court of competent jurisdiction, or is in  
17 contravention of any Federal, State, or County statute, ordinance, or regulation, the  
18 remaining provisions of this Agreement or the application thereof shall not be invalidated  
19 thereby and shall remain in full force and effect, and to that extent the provisions of this  
20 Agreement are declared severable.  
21

22 XXX

23 VENUE:

24 This Agreement shall be construed and interpreted according to the laws of the State  
25 of California. Any action at law or in equity brought by either of the parties hereto for the  
26 purpose of enforcing a right or rights provided by this Agreement shall be tried in a court  
27  
28

1 of competent jurisdiction in the County of Riverside and the parties hereby waive all  
2 provisions of law providing for a change of venue in such proceedings in any other  
3 COUNTY.

4 XXXI

5 NOTICES:

6 All correspondence and notices required or contemplated by this Agreement shall be  
7 delivered to the respective parties at the addresses set forth below and are deemed  
8 submitted one day after their deposit in the United States mail, postage prepaid:  
9

10 CONTRACTOR:

11 COUNTY:

12 RIVERSIDE COUNTY  
13 BOARD OF SUPERVISORS  
14 4080 LEMON STREET  
15 RIVERSIDE, CA 92501

16 INFORMATIONAL COPY TO:  
17 RIVERSIDE COUNTY  
18 DEPARTMENT OF MENTAL HEALTH  
19 ATTN: PROGRAM SUPPORT  
20 P.O. BOX 7549  
21 RIVERSIDE, CA 92513-7549

22 XXXII

23 MEETINGS:

24 As a condition of this Agreement, CONTRACTOR shall agree to attend the mandatory all  
25 provider meeting as scheduled by the County Program Administrator/Manager or Designee.  
26 Appropriate level of CONTRACTOR'S staff to attend this meeting shall be at Program  
27 Director level or above. Critical information and data is disseminated at these meetings and  
28 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 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:		Office Fax #:
City: State: Zip: County:			
Billing Address Street:			
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

<b>CALPM</b>	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:		NPI:	Medicare PIN:	
	City:	State:	Zip:	Taxonomy Code:	
Staff License #:		License Renewal Date:			

<b>MSO</b>	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):			

<b>CALPM</b>	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:		NPI:	Medicare PIN:	
	City:	State:	Zip:	Taxonomy Code:	
Staff License #:		License Renewal Date:			

<b>MSO</b>	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):			

<b>CALPM</b>	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:		NPI:	Medicare PIN:	
	City:	State:	Zip:	Taxonomy Code:	
Staff License #:		License Renewal Date:			

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

**Practitioner Categories For Coverage**

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

**EXHIBIT A – SCOPE OF WORK**

1  
2 **CONTRACTOR NAME: RECOVERY INNOVATIONS, INC.**  
3 **DESERT PERMANENT HOUSING PROGRAM**  
4 **(THE PATH)**  
5 **DEPARTMENT I.D.: 4100217280.74750/530280**  
6

7 Recovery Innovations, Inc., hereinafter referred to as CONTRACTOR, shall provide  
8 to the Riverside County Department of Mental Health, hereinafter referred to as COUNTY, a  
9 peer-to-peer engagement and support program for persons who are chronically homeless and  
10 whose ability to maintain housing is severely impaired or influenced by a serious mental  
11 health disorder, including co-occurring substance abuse disorders. Services will be provided to  
12 Transition Age Youth (18-25), Adults (18-59) and/or Older Adults (60+) in the county Desert  
13 Regional service area who are considered to be “hard-to-reach” homeless persons with a  
14 severe mental illness, who have been residing primarily in a public or private place not  
15 designed for, or ordinarily used as, a regular sleeping accommodation for human beings and  
16 have been unable or unwilling to participate in supportive services.  
17

18  
19 CONTRACTOR shall provide the following:

- 20 1. Provide services at the Desert Permanent Housing facility, known as “The Path”, located  
21 at 19531 McLane Street, Palm Springs, CA 92262.  
22  
23 2. The CONTRACTOR shall provide food, bathroom and access to laundry facilities.  
24 Supportive services shall include peer-to-peer outreach, engagement and wellness and  
25 recovery based role modeling and support.  
26  
27 3. Drop-in center guest shall be offered linkage to community recourses and be provided  
28 referrals to the appropriate program/services.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- 4. The structure of the permanent residential component of the program will consist of a) 24-hour residence for an unspecified duration (no limit on length of stay); b) semi-private sleeping accommodations; c) common use of kitchen facilities, dining rooms, and bathrooms; d) social services and referrals within a non-intrusive, low demand environment; and e) an overnight occupancy limited to 25 persons.
- 5. The structure of the non-residential component of the program that will consist of a) drop-in center where food, bathroom/showers, and laundry facilities will be provided only to the intended service population on a drop-in basis; and 2) social services and referrals within a non-intrusive, low demand environment.
- 6. Gender-separated semi-private sleeping accommodations and gender-separated bathrooms, common laundry area, kitchen facility, dining room, and recreational area for television, movies, games, and other recreational activities, front desk/monitoring, and staff offices dispersed throughout the building.
- 7. A welcoming and culturally competent outreach, engagement and support to Safehaven guests and residents. Shall have the ability to serve monolingual Spanish speaking consumers, and have a plan to provide interpretation services to guests/residents that are monolingual in other languages.
- 8. Provide provisional clinical assessments to explore program eligibility and to provide consultation and support to program staff. The expectation is that, the program's clinical staff person is able to conduct a baseline assessment to determine if the drop-in center guest is likely to be eligible for COUNTY mental health services. COUNTY or its designated agreement provider will provide a diagnostic clinical assessment. CONTRACTOR will be expected to work very closely with Department Full Service



1 Partnership (FSP) program providers as a joint partnership to develop protocols  
2 regarding assessments, referrals, linkages, emergency services, etc. Wellness and  
3 Recovery based activities that are community building, and support that empower  
4 Safehaven guests and permanent housing residents to believe in, and work toward, self-  
5 sufficiency in a low-demand setting.

6  
7 9. Provide clinical assessments to determine program eligibility as defined in the Housing  
8 and Urban Development (HUD)-McKinney-Vento Act, Sec. 11302, General Definition  
9 of Homeless Individual, and to provide consultation and support to program providers.

10 10. Provide Wellness and Recovery based activities that are community building and  
11 supportive that empowers Safehaven guests and permanent housing residents to believe  
12 in, and work toward, self-sufficiency in a low-demand setting.

13  
14 11. Provide janitorial maintenance of the facility, incorporating housekeeping life skills  
15 instruction and participation for guests and residents. The Department Housing program  
16 shall be notified of any building maintenance or repairs that the CONTRACTOR  
17 identifies and needed or recommends. Unless it is an emergency need, the  
18 CONTRACTOR must obtain Department approval prior to requesting building  
19 maintenance from COUNTY Facility Maintenance.

20  
21 12. Meal planning and preparation of meals that may involve guests and residents and assist  
22 them in developing independent life skills.

23  
24 13. Coordination, training and supervision of the use of the laundry and shower facilities.

25 14. Routine linkage of guests successfully engaged in accepting additional services to county  
26 contracted Oasis Behavioral Health (Transition Age Youth) FSP County operated Desert  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Adult FSP, or county operated Older Adult FSP programs or other county mental health or substance abuse programs where guests may be eligible to receive services.

- 15. Provide office space with phones for COUNTY providers to meet privately with Safehaven guests and residents as needed.
- 16. Transportation to local resources (medical, psychiatric, shopping, community agencies) as needed in coordination with Jefferson Wellness Center program staff. Transportation shall be provided in a manner that meets the consumer's needs and must be appropriate to their level of functioning.
- 17. Employ peer counselors as the primary on-site provider workforce.
- 18. Provide ongoing training to staff to continuously improve their skills and ability to achieve the goal of the program. Training will include emergency response, first aid, disaster planning, crisis intervention skills, safety and other topics as defined by COUNTY. COUNTY will work with the provider to identify training topics and make training opportunities available to provider staff through COUNTY. Additionally, COUNTY will seek to develop training, based on resources available, to assist staff in enhancing their skills. CONTRACTOR may request reimbursement for up to 16 hours of paid time for off-site training, per year for each FTE program employee.
- 19. CONTRACTOR will be expected to work cooperatively with COUNTY, regional community outpatient programs, Crisis/Inpatient programs, COUNTY Housing program, and related Drug and Alcohol Treatment Programs, Coachella Valley homeless service agencies and programs and regional law enforcement agencies and other community agencies in order to form an integrated network of care for adults in the mental health system.

1 STAFFING REQUIREMENTS:

2 1. Maintain staffing patterns that ensure that adequate staff is available for safe and  
3 effective program operations. Staff titles and descriptions need to be within the HUD  
4 defined and grant approved guidelines. Two staff shall be required to remain awake  
5 through the night.

6  
7 2. CONTRACTOR is only allowed to bill the COUNTY for staffing that can be reimbursed  
8 back to the COUNTY by HUD. Examples of staffing allowed are as follows:

9 Operations:

- 10 1. Operations Manager  
11 2. Facility Manager  
12 3. Peer Support Specialist  
13 4. Peer Counselors  
14

15 3. CONTRACTOR staffing billed to the COUNTY that is determined by the COUNTY to  
16 be non-reimbursable will be disallowed and subsequently be charged back to the  
17 CONTRACTOR either during the fiscal year or at cost report settlement time.  
18 Whichever is acceptable form of reimbursement by the COUNTY.  
19

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

- 22 a. Current administration must provide certificate of training within sixty (60) days  
23 of contract renewal.  
24  
25 b. New administration must provide certificate of training within sixty (60) days of  
26 hire.  
27  
28

1 SUBCONTRACTING:

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

- 3 1. Is presently debarred, suspended, proposed for debarment, and declared ineligible or  
4 voluntarily excluded from covered transactions by a federal department or agency.
- 5 2. Has within a three (3) year period preceding this Agreement been convicted of or had a  
6 civil judgment rendered against them for the commission of fraud, or a criminal  
7 offense in connection with obtaining, attempting to obtain, or performing a public  
8 (Federal, State, or local) transaction; violation of Federal or State anti-trust status or  
9 commission of embezzlement, theft, forgery, bribery, falsification or destruction of  
10 records, making false statements, or receiving stolen property;
- 11 3. Is presently indicated or otherwise criminally or civilly charged by a government entity  
12 (Federal, State, or local) with commission of any of the offenses enumerated in the  
13 paragraph above; and
- 14 4. Has within a three (3) year period preceding this Agreement had one or more public  
15 transactions (Federal, State, or local) terminated for cause or default.
- 16 a. The CONTRACTOR shall be as fully responsible for the acts or omissions of  
17 its subcontractors, and of persons either directly or indirectly employed by them  
18 as for the acts of omissions of persons directly employed by the  
19 CONTRACTOR.
- 20 b. The CONTRACTOR shall insert appropriate clauses in all subcontracts to bind  
21 subcontractors to the terms and conditions of this contract insofar as they are  
22 applicable to the work of subcontractors.
- 23  
24  
25  
26  
27  
28

1 c. Nothing contained in this Agreement shall create any contractual relationship  
2 between any subcontractor and the County of Riverside, its Agencies, Districts,  
3 Special Districts and Departments, their respective directors, officers, Board of  
4 Supervisors, elected and appointed officials, employees, agents and  
5 representatives.  
6

7 DOCUMENTATION OF SERVICES:

- 8 1. CONTRACTOR shall maintain appropriate records documenting all of the services  
9 provided to clients as outlined by COUNTY, which will include a monthly report on  
10 the number of clients served, total hours of service provided and other demographics as  
11 requested by COUNTY. Additionally, the CONTRACTOR shall record services into  
12 the HUD web-based Homeless Management Information Systems as required by  
13 COUNTY.  
14
- 15 2. CONTRACTOR and COUNTY's Contract Monitor shall meet at least quarterly to  
16 review and discuss the performance and obligations under this Agreement of each party  
17 thereto.  
18
- 19 3. CONTRACTOR shall work collaboratively with the COUNTY to determine if and/or  
20 when eviction notice should be give to comply with Fair Housing regulations.  
21
- 22 4. CONTRACTOR will notify the COUNTY and supply a written report of any adverse  
23 incident within twenty-four (24) hours of occurrence.  
24
- 25 5. CONTRACTOR shall advise the COUNTY immediately of any evictions notices, three  
26 (3) day or thirty (30) day in compliance with HUD and the Fair Housing.  
27
- 28 6. CONTRACTOR will supply the COUNTY a copy of the eviction notices, three (3) day  
notice or thirty (30) day notice, within one (1) business day.

- 1 7. CONTRACTOR will supply the COUNTY's Homeless & Housing, Opportunities,  
2 Partnerships, and Education (HHOPE) Administration written residence movement  
3 notification within twenty-four (24) hours.
- 4 8. CONTRACTOR will notify COUNTY's HHOPE Administration immediately of any  
5 participant that has moved out or is missing for a twenty-four (24) hour period.  
6
- 7 9. An Emergency Disaster Plan must be submitted to the COUNTY for approval within  
8 sixty (60) days of contract renewal date,
- 9 a. Emergency Disaster Plan must be readily available to all employees and must  
10 be maintained on premises.  
11 b. Documentation of training and drills must be maintained.  
12 c. A report of who is residing at the location must be maintained weekly and  
13 readily available.  
14
- 15 10. CONTRACTOR must maintain all appropriate records and reports on site and readily  
16 available.  
17

18 FURNISHINGS AND EQUIPMENT:

- 19 1. CONTRACTOR shall maintain or ensure that subcontractor, if any, maintains the  
20 residential facility and furnishings as required by COUNTY.
- 21 a. APPROVAL FOR PURCHASE:  
22 CONTRACTOR must receive written approval from the COUNTY  
23 Administrative Services Manager prior to purchasing any equipment or  
24 furnishings. Any equipment or furnishings not approved by the COUNTY prior  
25 to purchase may not be reimbursed to the CONTRACTOR by the COUNTY.  
26
- 27 b. OWNERSHIP:  
28

1 Equipment and furnishings purchased through this Agreement are the property  
2 of the COUNTY. Procedures provided by the COUNTY for the acquisition,  
3 inventory, control and disposition of the equipment and the acquisition and  
4 payment for administrative services to such equipment (e.g. office machine  
5 repair) are to be followed. Equipment and supplies purchased with COUNTY  
6 funds for individual clients will become the property of the client.  
7

8 c. INVENTORY:

9 i. CONTRACTOR shall maintain an internal inventory control system  
10 that will provide accountability for equipment and furnishings provided  
11 to them through this Agreement, regardless of cost. The inventory  
12 control system shall record at a minimum the following information  
13 when property is acquired: number of items lost, damaged or stolen  
14 during inventory period; date acquired; property description (to include  
15 model number); property identification number (if applicable). An  
16 updated inventory list shall be provided to the COUNTY on a quarterly  
17 basis. Once the COUNTY is in receipt of this list, COUNTY inventory  
18 tags will be issued to the CONTRACTOR, and are to be attached to the  
19 item as directed.  
20  
21

22 ii. A report of damaged, broken or lost items shall be provided to the  
23 COUNTY on a monthly basis. This report shall include property  
24 description, number of identical items, responsible party who damaged  
25 or broke items and date of incident.  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

iii. CONTRACTOR is responsible for the replacement of any damaged or lost equipment or supplies when it is determined that the damage/loss was due to CONTRACTOR employee negligence.

iv. Any equipment valued more than \$100 that becomes damaged needs to be reported immediately to COUNTY.

v. CONTRACTOR shall maintain Vehicle logs for transportation, repairs and routine maintenance.

d. DISPOSAL:

i. Approval must be obtained from the 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 the COUNTY. In addition, the CONTRACTOR shall provide the COUNTY with a monthly report detailing any and all items that have been disposed of during the prior month. Report shall include, description of item, reason for disposal, the date request to dispose of item was submitted to the COUNTY, and the date that written approval to dispose of the item, and indicate if the CONTRACTOR is requesting the COUNTY to replace the item.

e. CAPITAL ASSETS:

i. Capital assets are tangible or intangible assets that benefit an agency more than a single fiscal year. For capital assets approved for purchase by the COUNTY, allowable and non-allowable cost information and



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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 the CONTRACTOR's responsibility to ensure compliance with these requirements.

- ii. 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 the COUNTY as determined by the Director or designee:
  - (1) transferred to the COUNTY including all title and legal ownership rights; or
  - (2) disposed of and proceeds paid to COUNTY in a manner that results in COUNTY being reimbursed in the amount of the current fair market value of the real or personal property less any portion of the current value attributable to CONTRACTOR's out of pocket expenditures using non-county funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

///  
//  
/

Rev. 15/16



1 Laura's Law – Assembly Bill 1367

2 The California Child Abuse and Neglect Reporting Act (CANRA) 2013

3 Confidentiality of Medical Information Act – Civil Code §§ 56 et seq.

4 Title 2, C.C.R. §§ 7285 et seq. (General Terms and Conditions)

5 Senate Bill 35 (SB35), Chapter 505, Statutes of 2012

6 9 C.C.R. Division 1, Chapter 1, Subchapter 3, Article 3.5

7 Government Code § 12900 et seq.

8 Family Code, § 5200 (Child Support)

9 Government Code § 8350 et Seq. (Drug-Free Workplace Act of 1990)

10 Government Code § 26227 (Contracting with County)

11 Government Code § 8546.7 (Audits)

12 Penal Code §§ 11164-11174.4 et seq. - (Child Abuse and Neglect Reporting)

13 Welfare & Institution Code §§ 14100.2, 14705 and 14725

14 Welfare & Institution Code §§ 18350 et seq.

15 State Department of Health Care Services Publications

16 9 C.C.R. Division 1, Chapters 2, 3, 4, 4.5, 9, 11, 12 (Rehabilitative and Developmental  
17 Services)

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

19 Welfare and Institutions Code 17608.05 (Maintenance of Effort)

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

21 Centers for Medicare and Medicaid Services Manual

22 Family Code § 5200 (Child Support)

23 22 C.C.R. Division 6 (Social Security, Licensing of Community Care Facilities) Welfare &  
24 Institutions Code §§ 15600 et seq. (Elderly and Dependent Adult Abuse Reporting)

25 22 C.C.R. Divisions 3 and 5

1 2 C.C.R. Division 9, Chapter 1

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

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

4 22 C.C.R. § 70707

5 Government Code § 7550 (Reports)

6 9 C.C.R. § 640 (Records)

7 9. C.C.R. § 1810.226 (State Department of Mental Health Plan)

8 Welfare and Institutions Code § 14132.47

9  
10  
11 COUNTY

12 Department of Mental Health Policies

13 Confidentiality Guidelines for Family / Social support Network – Policy 206

14 Confidentiality / Privacy Disclosure of Individually Identifiable Information – Policy 239

15 Health Privacy & Security – Board of Supervisors Policy B-23

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

17 Protected Health Information – Minimum Necessary for Use and Disclosure – Policy 298

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

19 Cultural Competency Plan – Policy 162

20 Riverside County Mental Health Plan

21 Riverside County Mental Health Plan Provider Manual

22  
23  
24 Riverside County Mental Health “Psychotropic Medication Protocols for Children and  
25 Adolescents” Publication

26 Riverside County Mental Health “Medication Guidelines” Publication

27 County and Departmental policies, as applicable to this Agreement

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

**CONTRACTOR NAME:** RECOVERY INNOVATIONS, INC.  
**PROGRAM NAME:** DESERT PERMANENT HOUSING PROGRAM (THE PATH)  
**DEPARTMENT ID:** 4100217280.74750/530280

**A. REIMBURSEMENT:**

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive monthly reimbursement based upon the reimbursement type as indicated by an "X" below, and not to exceed the maximum obligation of the COUNTY for the fiscal year as specified herein:

X 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.

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

Actual Cost, as invoiced by expenditure category specified in Schedule K.

2. CONTRACTOR Schedule I, and Schedule K when applicable, 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. Allowable costs for this Agreement include administrative costs, indirect and operating income as specified in the original Agreement proposal or subsequent negotiations received, made, and/or approved by the COUNTY, and not to exceed 15%.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

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

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

       The final year-end and local match settlement for EPSDT Local Match contract(s) shall be based on the COUNTY final State EPSDT settlement.

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

B. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for FY 2015/2016 shall be **\$629,294** subject to availability of applicable Federal, State, local and/or COUNTY funds.

C. BUDGET:

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

D. LOCAL MATCH REQUIREMENTS:

1 CONTRACTOR is required to make quarterly estimated EPSDT local match  
2 payments to COUNTY based on 5% of the amount invoiced. Local match  
3 requirement is subject to annual settlement.

4 E. REVENUES:

As applicable:

- 5 1. Pursuant to the provisions of Sections 4025, 5717 and 5718 of the  
6 Welfare & Institutions Code, and as further contained in the State  
7 Department of Health Care Services Revenue Manual, Section 1,  
8 CONTRACTOR shall collect revenues for the provision of the services  
9 described pursuant to Exhibit A. Such revenues may include but are not  
10 limited to, fees for services, private contributions, grants or other funds.  
11 All revenues received by CONTRACTOR shall be reported in their  
12 annual Cost Report, and shall be used to offset gross cost.
- 13 2. CONTRACTOR shall be responsible for checking and confirming Medi-  
14 Cal eligibility for its patient(s)/client(s) prior to the patient(s)/client(s)  
15 receiving services(s) and prior to providing and billing for services in  
16 order to ensure proper billing of Medi-Cal.
- 17 3. Patient/client eligibility for reimbursement from Medi-Cal, Private  
18 Insurance, Medicare, or other third party benefits shall be determined by  
19 the CONTRACTOR at all times for billing or service purposes.  
20 CONTRACTOR shall pursue payment from all potential sources in  
21 sequential order, with Medi-Cal as payor of last resort.
- 22 4. CONTRACTOR shall notify COUNTY of patient/client private insurance,  
23 Medicare, or other third party benefits.
- 24 5. CONTRACTOR is to attempt to collect first from Medicare (if site is  
25 Medicare certified and if CONTRACTOR staff is enrolled in Medicare  
26 program), then insurance and then first party. In addition,  
27 CONTRACTOR is responsible for adhering to and complying with all  
28 applicable Federal, State and local Medi-Cal and Medicare laws and  
regulations as it relates to providing services to Medi-Cal and Medicare  
beneficiaries.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- 6. If a client has both Medicare or Insurance and Medi-Cal coverage, a copy of the Medicare or Insurance Explanation of Benefits (EOB) must be provided to the COUNTY within thirty (30) days of receipt of the EOB date.
- 7. CONTRACTOR is obligated to collect from the client any Medicare co-insurance and/or deductible if the site is Medicare certified or if provider 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. CONTRACTOR must notify the COUNTY in writing of cleared Medi-Cal Share of Cost (s) within seventy two (72) hours (excluding holidays) of the CONTRACTOR'S received notification from the State. CONTRACTOR shall be responsible for faxing the cleared Medi-Cal Share of Cost documentation to fax number (951) 955-7361 OR to your organization's appropriate COUNTY Region or Program contact. Patients/clients with share of cost Medi-Cal shall be charged their monthly Medi-Cal share of cost in lieu of their annual liability. Medicare clients will be responsible for any co-insurance and/or deductible for services rendered at Medicare certified sites.
- 8. All other clients will be subject to an annual sliding fee schedule by CONTRACTOR for services rendered, based on the patient's/client's ability to pay, not to exceed the CONTRACTOR'S actual charges for the services provided. In accordance with the State Department of Health Care Services Revenue Manual, CONTRACTOR shall not be penalized for non-collection of revenues provided that reasonable and diligent attempts are made by the CONTRACTOR to collect these revenues. Past due patient/client accounts may not be referred to private collection agencies. No patient/client shall be denied services due to inability to pay.



- 1 9. If and where applicable, CONTRACTOR shall submit to COUNTY, with  
2 signed Agreement, a copy of CONTRACTOR'S customary charges  
3 (published rates).
- 4 10. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays)  
5 above and beyond the contracted Schedule I rate, the CONTRACTOR  
6 must notify the COUNTY within each fiscal year Agreement period of  
7 performance.
- 8 11. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client  
9 fees. Notification must be made within ten (10) days following any fee  
10 increase.

11 F. REALLOCATION OF FUNDS:

- 12 1. No funds allocated for any mode and service function as designated in  
13 Schedule I may be reallocated to another mode and service function  
14 unless prior written consent and approval is received from COUNTY  
15 Program Administrator/Manager and confirmed by the Fiscal Supervisor  
16 prior to either the end of the Agreement Period of Performance or the  
17 end of the fiscal year (June 30<sup>th</sup>). Approval shall not exceed the  
18 maximum obligation.
- 19 2. In addition, CONTRACTOR may not, under any circumstances and  
20 without prior written consent and approval being received from COUNTY  
21 Program Administrator/Manager and confirmed by the Fiscal Supervisor,  
22 reallocate funds between mode and service functions as designated in  
23 the Schedule I that are defined as non-billable by the COUNTY, State or  
24 Federal governments from or to mode and service functions that are  
25 defined as billable by the COUNTY, State or Federal governments.
- 26 3. If this Agreement includes more than one Exhibit C and/or more than one  
27 Schedule I, shifting of funds between Exhibits/Schedules is prohibited  
28 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 Agreement Period of Performance or fiscal  
year.

1 4. No funds allocated for any expenditure category as designated in  
2 Schedule K may be reallocated to another expenditure category unless  
3 prior written consent and approval is received from COUNTY Program  
4 Administrator/Manager and confirmed by the Fiscal Supervisor prior to  
5 either the end of the Agreement Period of Performance or the end of the  
6 fiscal year (June 30<sup>th</sup>). Approval shall not exceed the maximum  
7 obligation.

8 **G. RECOGNITION OF FINANCIAL SUPPORT:**

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

12 **H. PAYMENT:**

- 13 1. Monthly reimbursements may be withheld and recouped at the discretion  
14 of the Director or its designee due to material Agreement non-compliance,  
15 including overpayments as well as adjustments or disallowances resulting  
16 from the COUNTY Contract Monitoring Review (CMT), COUNTY Program  
17 Monitoring, Federal or State Audit, and/or the Cost Report  
18 Reconciliation/Settlement process.
- 19 2. In addition, if the COUNTY determines that there is any portion (or all) of  
20 the CONTRACTOR invoice(s) that cannot be substantiated, verified or  
21 proven to be valid in any way for any fiscal year, then the COUNTY  
22 reserves the right to disallow payments to CONTRACTOR until proof of  
23 any items billed for is received, verified and approved by the COUNTY.
- 24 3. In addition to the annual CMT, Program Monitoring, and Cost Report  
25 Reconciliation/Settlement processes, the COUNTY reserves the right to  
26 perform impromptu CMTs without prior notice throughout the fiscal year in  
27 order to minimize and prevent COUNTY and CONTRACTOR loss and  
28 inaccurate billing/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

1 shall notify CONTRACTOR of any such instances of services deletes and  
2 denials and subsequent withholds and/or reductions to CONTRACTOR  
3 invoices or monthly reimbursements.

4 4. Notwithstanding the provisions of Paragraph H-1 and H-2 above,  
5 CONTRACTOR shall be paid in arrears based upon either the actual units  
6 of service provided and entered into the COUNTY'S specified Electronic  
7 Management Information System (MIS), or on a one-twelfth (1/12<sup>th</sup>)  
8 monthly basis, or based upon the actual cost invoice by expenditure  
9 category, as specified in Paragraph A-1 above.

10 a. CONTRACTOR will be responsible for entering all service related  
11 data into the COUNTY'S MIS (i.e. Provider Connect or CalOMS) on  
12 a monthly basis and approving their services in the MIS for  
13 electronic batching (invoicing) and subsequent payment.

14 b. CONTRACTOR is required to enter all units of service into the  
15 COUNTY'S MIS no later than 5:00 p.m. on the fifth (5<sup>th</sup>) calendar  
16 day following the date of service. Late entry of services into the  
17 COUNTY'S MIS may result in financial and/or service denials  
18 and/or disallowances to the CONTRACTOR.

19 c. CONTRACTOR must also submit to the COUNTY a signed  
20 Program Integrity Form (PIF) **attached as Exhibit C, Attachment**  
21 **A** signed by the Director or authorized designee of the  
22 CONTRACTOR organization. This form must be faxed and/or  
23 emailed (PDF format only) to the COUNTY at (951) 358-4792,  
24 and/or emailed to ELMR\_PIF@rcmhd.org. The CONTRACTOR  
25 PIF form must be received by the COUNTY via fax and/or email for  
26 the prior month no later than 5:00 p.m. on the fifth (5<sup>th</sup>) calendar  
27 day of the current month.

28 d. Services entered into the MIS more than 60 calendar days after the  
date of service without prior approval by the COUNTY may result in  
financial and/or service denials and/or disallowances to the  
CONTRACTOR.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

e. In addition to entering all service related data into the COUNTY'S MIS and the submission of a signed Program Integrity Form (PIF), contracts reimbursed based on a Schedule K as specified in Paragraph A-1 above are required to submit a monthly invoice for the actual cost of services provided, per expenditure category, as identified on Schedule K.

f. Failure by the CONTRACTOR to enter and approve all applicable services into the MIS for the applicable month, and faxing and/or e-mailing the signed PIF, and when applicable, faxing and/or e-mailing the actual cost invoice, will delay payment to the CONTRACTOR until the required documents as outlined herein are provided.

5. CONTRACTOR shall work with their respective COUNTY Regions or Programs to generate a monthly invoice for payment through the MIS batching process.

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.

I. 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, an annual Cost Report with an accompanying financial

1 statement and applicable supporting documentation to reconcile to the  
2 Cost Report within one of the length of times as follows and as indicated  
3 below by an "X":

4 \_\_\_\_\_ Thirty (30) calendar days following the end of each fiscal year  
5 (June 30<sup>th</sup>), or the expiration or termination of the Agreement,  
6 whichever occurs first.

7  X  Forty-five (45) calendar days following the end of each fiscal year  
8 (June 30<sup>th</sup>), or the expiration or termination of the Agreement,  
9 whichever occurs first.

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

- 13 2. The Cost Report shall detail the actual cost of services provided. The  
14 Cost Report shall be provided in the format and on forms provided by the  
15 COUNTY.
- 16 3. CONTRACTOR shall follow all applicable Federal, State and local  
17 regulations and guidelines to formulate proper cost reports, including but  
18 not limited to OMB-circular A-122 and OMB-circular A-87.
- 19 4. It is mandatory that the CONTRACTOR send one representative to the  
20 COUNTY'S annual cost report training that covers the preparation of the  
21 year-end Cost Report. The COUNTY will notify CONTRACTOR of the  
22 date(s) and time(s) of the training. Annual attendance at the training is  
23 mandatory in order to ensure that the Cost Reports are completed  
24 appropriately. Failure to attend this training will result in delay of any  
25 reimbursements to the CONTRACTOR.
- 26 5. CONTRACTOR will be notified in writing by COUNTY, if the Cost Report  
27 has not been received within the specified length of time as indicated in  
28 Section H, 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.

1 Failure to meet any pre-approved deadlines and extensions will  
2 immediately result in the withholding of future monthly reimbursements.

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

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

13 8. CONTRACTOR shall report Actual Costs separately, if deemed  
14 applicable and as per CONTRACTOR Schedule I, to provide Agreement  
15 Client Ancillary Services, Prescriptions, Health Maintenance Costs, and  
16 Flexible funding costs under this Agreement on the annual cost report.  
17 Where deemed applicable, Actual Costs for Indirect Administrative  
18 Expenses shall not exceed the percentage of cost as submitted in the  
19 CONTRACT Request for Proposal or Cost Proposal(s).

20 J. BANKRUPTCY:

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

27 K. AUDITS:

28 1. CONTRACTOR agrees that any duly authorized representative of the  
Federal Government, the State or COUNTY shall have the right to audit,  
inspect, excerpt, copy or transcribe any pertinent records and

1 documentation relating to this Agreement or previous Agreements in  
2 previous years.

- 3 2. If this Agreement is terminated in accordance with Section XXVII,  
4 TERMINATION PROVISIONS, the COUNTY, Federal and/or State  
5 governments may conduct a final audit of the CONTRACTOR. Final  
6 reimbursement to CONTRACTOR by COUNTY shall not be made until  
7 all audit results are known and all accounts are reconciled. Revenue  
8 collected by CONTRACTOR during this period for services provided  
9 under the terms of this Agreement will be regarded as revenue received  
10 and deducted as such from the final reimbursement claim.
- 11 3. Any audit exception resulting from an audit conducted by any duly  
12 authorized representative of the Federal Government, the State or  
13 COUNTY shall be the sole responsibility of the CONTRACTOR. Any  
14 audit disallowance adjustments shall be paid in full upon demand or  
15 withheld at the discretion of the Director of Mental Health against  
16 amounts due under this Agreement or Agreement(s) in subsequent  
17 years.
- 18 4. The COUNTY will conduct Program Monitoring Review and/or Contract  
19 Monitoring Team Review (CMT). Upon completion of monitoring,  
20 CONTRACTOR will be mailed a report summarizing the results of the  
21 site visit. If and when necessary, a corrective Action Plan will be  
22 submitted by CONTRACTOR within thirty (30) calendar days of receipt  
23 of the report. CONTRACTOR'S failure to respond within thirty (30)  
24 calendar days will result in withholding of all payments until the  
25 corrective plan of action is received. CONTRACTOR'S response shall  
26 identify time frames for implementing the corrective action. Failure to  
27 provide adequate response or documentation for this or subsequent  
28 year's Agreements may result in Agreement payment withholding and/or  
a disallowance to be paid in full upon demand.

L. TRAINING:

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

Rev. 15/16



## CERTIFICATION OF CLAIMS AND PROGRAM INTEGRITY FORM

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

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

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

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

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

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

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

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

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

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

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

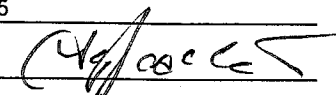


**FY 2015/16 SCHEDULE I  
MENTAL HEALTH**

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

TYPE OF MODALITY	Mental Health Promotion/Community Client Services	Flexible Housing Costs	Client Support Services	Administration	Training	TOTAL
RU#(s):	33MNFH					
MODE OF SERVICE:	45	N/A	N/A	N/A	45	
SERVICE FUNCTION:	10-20	N/A	N/A	N/A	10	
PROCEDURE CODES:	610NB-620NB	FLXHSE	CLTSUP	KADMIN	760NB	
UNIT MEASUREMENT:	MINUTES	MINUTES	MINUTES	MINUTES	MINUTES	
NUMBER OF UNITS:	462,652	16,273	48,807	97,631	3,931	
COST PER UNIT:	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	
GROSS COST:	\$462,652	\$16,273	\$48,807	\$97,631	\$3,931	\$629,294
<b>LESS REVENUES COLLECTED BY CONTRACTORS:</b>						
A. PATIENT FEES	\$0	\$0	\$0	\$0	\$0	\$0
B. OTHER	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL CONTRACTOR REVENUES	\$0	\$0	\$0	\$0	\$0	\$0
MAXIMUM OBLIGATION	\$462,652	\$16,273	\$48,807	\$97,631	\$3,931	\$629,294
<b>SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:</b>						
A: MEDICAL FFP	\$0	\$0	\$0	\$0	\$0	\$0
B: FEDERAL FUNDS	\$357,745	\$12,583	\$37,740	\$75,493	\$3,040	\$486,601
C: REALIGNMENT FUNDS	\$0	\$0	\$0	\$0	\$0	\$0
D: STATE FUNDS	\$0	\$0	\$0	\$0	\$0	\$0
E: COUNTY FUNDS	\$0	\$0	\$0	\$0	\$0	\$0
F: OTHER: (MHSA)	\$104,907	\$3,690	\$11,067	\$22,138	\$891	\$142,693
TOTAL ( ALL FUNDING SOURCES)	\$462,652	\$16,273	\$48,807	\$97,631	\$3,931	\$629,294

FUNDING SOURCES DOCUMENT: PB FY 2014/2015

ADMIN SVCS ANALYST SIGNATURE: Twanda Jackson 

Date: 4/13/2015

FISCAL SERVICES SIGNATURE: 

Date: 4/13/2015

PREPARED BY: Twanda Jackson Administrative Services Analyst II

Date: 4/13/2015