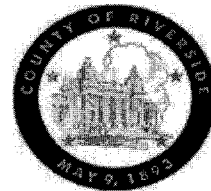


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM  
3.34  
(ID # 2650)

**MEETING DATE:**

Tuesday, November 15, 2016

**FROM :** RUHS-BEHAVIORAL HEALTH:

**SUBJECT:** RUHS-BEHAVIORAL HEALTH: Ratify and Execute the Agreements with Recovery Innovations, Inc. to Provide Permanent Supportive Housing Services [District: 1, 2 & 4] [Total Cost \$6,000,000 for 3 years]; [\$2,000,000 annually], 63% Federal, 37% State

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

1. Ratify and execute the Agreements with Recovery Innovations, Inc. for the term October 1, 2016 through June 30, 2017, not to exceed a combined annual aggregate of \$2,000,000, with the option to renew for two (2) additional years; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of funding and as approved by County Counsel to: (a) sign amendment that do not change the substantive terms of the Agreement; (b) move the allocated funds among the vendors; (c) sign amendments to the compensation provisions that do not exceed 10% annually; and (d) sign annual renewals through June 30, 2019.

*Steve Steinberg*  
Steve Steinberg 10/28/2016

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$1,692,165	\$2,000,000	\$6,000,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> 63% Federal, 37% State			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 16/17 – 18/19	

**C.E.O. RECOMMENDATION:** [CEO use]

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Benoit and Ashley  
Nays: None  
Absent: Tavaglione and Washington  
Date: November 15, 2016  
xc: RUHS-Behavioral Health, Purchasing

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

**3.34**

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

**BACKGROUND:**

**Summary**

Riverside University Health System-Behavioral Health (RUHS-BH) contracts with providers to operate Permanent Supportive Housing programs 24 hours a day, 7 days a week, 365 days a year for Transitional Aged Youth (18-25), Adults (18-59), and Older Adults (60+). Each program offers residential and non-residential treatment components that provide peer-to-peer engagement and support services in non-intrusive low demand environments.

The residential component has a basic structure of 24-hour residency, with no limit on length of stay, semi-private sleeping accommodations, and common use of kitchen facilities, dining rooms, and bathrooms for up to 25 persons. The non-residential component consists of a drop-in center for persons who are chronically homeless and have serious mental health disorder(s), to provide food, clothing, and bathroom and laundry facilities.

On June 21, 2016, (3-61), the Board of Supervisors approved the first quarter agreements with Recovery Innovations, Inc. to provide Permanent Supportive Housing Services in Riverside (The Place) and in the Desert Region (The Path), for a combined aggregate of \$307,835 for FY16/17.

A competitive bid process for these services for FY16/17 was conducted and awarded to the current incumbent, Recovery Innovations, Inc. (RII). Therefore, RUHS-BH is requesting to approve and execute both Agreements with RII for the term October 1, 2016 through June 30, 2017 with the option to renew annually through June 30, 2019.

**Impact on Citizens and Businesses**

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

**Additional Fiscal Information**


The maximum contract amounts for the Agreements with RII reflect anticipated costs for nine (9) months, with sixty-three percent (63%) of funding provided by Federal Housing and Urban Development (HUD) dollars and thirty-seven percent (37%) of the funding provided by the State of California Mental Health Services Act (MHSA). There are sufficient appropriations in the Department's FY16/17 budget and no additional County funds are required.

**Contract History and Price Reasonableness**

The Purchasing Department on behalf of the County issued Request for Proposal (RFP) #MHARC-172 for the Permanent Supportive Housing Programs for Riverside and Coachella Valley. The RFP notification was sent to eighty-seven (87) individuals and organizations. The County had received bids from one company, RII. RII is the current incumbent providing the permanent supportive housing program services.

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

  
\_\_\_\_\_  
Lisa Brandl, Director of Purchasing and Fleet Services 10/31/2016

  
\_\_\_\_\_  
Gregory F. Priamos, Director County Counsel 10/31/2016

COUNTY OF RIVERSIDE  
BEHAVIORAL HEALTH

MT# 2650  
11-15-16



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: [Signature]  
Print Name: David W. Lovington  
Date: 10/24/16

**COUNTY**

By: [Signature]  
John J. Benoit  
Chairman, Board of Supervisors  
Date: NOV 15 2016

**COUNTY COUNSEL:**

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

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

NOV 15 2016 3:34 3:34

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I

DESCRIPTION OF SERVICES:

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

II

PERIOD OF PERFORMANCE:

This Agreement shall be effective as of October 1, 2016, and continue in effect through June 30, 2017. The Agreement may thereafter be renewed annually, by mutual agreement of the parties, up to an additional two (2) years, subject to the availability of funds and satisfactory performance of services.

III

REIMBURSEMENT AND USE OF FUNDS PAYMENT:

A. Reimbursement

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

B. Restrictions On Salaries

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

25 D. Lobbying And Restrictions And Disclosures Certification

26 Applicable to federally funded contracts in excess of \$100,000 per 31 U.S.C. Section  
27 1352 and 45 C.F.R. Part 93:  
28



1 1. Certification and Disclosure Requirements

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

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

- 3           (i) A cumulative increase \$25,000, or more in the amount paid or  
4           expected to be paid for influencing or attempting to influence a  
5           covered federal action;  
6  
7           (ii) A change in the person(s) or individual(s) influencing or attempting  
8           to influence a covered federal action;  
9  
10          (iii) A change in the officer(s), employee(s), or member(s) contacted for  
11          the purpose of influencing or attempting to influence a covered  
12          federal action;  
13          (iv) CONTRACTOR who requests or receives from a person referred to  
14          in Paragraph 1(a) of this provision a contract, subcontract, grant or  
15          sub-grant exceeding \$100,000 at any tier under a contract or grant  
16          shall file a certification, and a disclosure form, if required, to the next  
17          tier above; and,  
18  
19          (v) All disclosure forms (but no certifications) shall be forwarded from  
20          tier to tier until received by the entity referred to in Paragraph 1(a) of  
21          this provision. The CONTRACTOR shall forward all disclosure  
22          forms to the COUNTY in order for the COUNTY to forward to  
23          Program/Regional Administrator.  
24

25   E. Prohibition

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

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

8 F. National Provider Identifier (NPI)

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

25 IV

26 PROGRAM SUPERVISION, MONITORING AND REVIEW:  
27  
28

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

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

10  
11 1. In exercising the right to review or monitor CONTRACTOR's administrative,  
12 clinical, fiscal, and program components, staff and facility(ies), the COUNTY  
13 shall enforce Agreement provisions and applicable COUNTY policies identified  
14 throughout this Agreement, including those related to threats and violent behavior  
15 or harassment in the workplace concerning its employees.

16  
17 2. CONTRACTOR further agrees to authorize the COUNTY, under this Agreement,  
18 to have access to all COUNTY consumers, to collaborate with treating staff, and to  
19 review necessary documents to ensure that the consumer has received all necessary  
20 assessments, all necessary treatment planning with measurable goals, and  
21 documented progress towards goals.

22  
23 3. CONTRACTOR agrees to allow COUNTY to collaborate with CONTRACTOR  
24 personnel regarding COUNTY consumer aftercare services and continuity of care  
25 with the COUNTY.  
26  
27  
28

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

6  
7 1. Within thirty (30) days of receiving notification, the CONTRACTOR shall  
8 provide a written plan of corrective action addressing the non-compliance.

9  
10 2. If the COUNTY accepts the CONTRACTOR'S proposed plan of correction, it  
11 shall suspend other punitive actions in order to give the CONTRACTOR the  
12 opportunity to come into compliance.

13  
14 3. If the COUNTY determines CONTRACTOR has failed to implement corrective  
15 action, funds may be withheld until compliance is achieved.

16  
17 4. CONTRACTOR shall cooperate with any such effort by COUNTY including  
18 follow-up investigation and interview of witnesses. Failure to cooperate or take  
19 corrective action may result in termination of this Agreement.

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

24 D. If this Agreement is terminated in accordance with Section XXVII, TERMINATION  
25 PROVISIONS, COUNTY may conduct a final audit of the CONTRACTOR. Final  
26 reimbursement to CONTRACTOR by COUNTY shall not be made until audit  
27 results are known and all accounts are reconciled. Revenue collected by  
28

1 CONTRACTOR during this period for services provided under the terms of this  
2 Agreement will be regarded as revenue received and deducted as such from the final  
3 reimbursement claim.

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

9  
10 F. The COUNTY will conduct an Annual Administrative, Fiscal, and Clinical Contract  
11 Monitoring. Upon completion of the monitoring, CONTRACTOR will be mailed a  
12 report summarizing the results of the site visit. If discrepancies are noted during the  
13 Contract Monitoring, a Corrective Plan of Action will be submitted by  
14 CONTRACTOR within thirty (30) calendar days of receipt of the report.  
15 CONTRACTOR'S failure to respond within thirty (30) calendar days may result in  
16 withholding of payment until the Corrective Plan of Action is received.

17  
18 G. Notwithstanding the foregoing, the COUNTY reserves the right, at any time and  
19 without a thirty (30) day written notice, to disallow or withhold CONTRACTOR  
20 funding if and when required for material non-compliance as it pertains to any  
21 provision of this Agreement.  
22

23  
24 V

25 STATUS OF CONTRACTOR:

26 A. CONTRACTOR acknowledges that this Agreement is by and between the  
27 COUNTY and CONTRACTOR and is not intended, and shall not be construed, to  
28

1 create the relationship of agent, servant, employee, partnership, joint venture, or  
2 association, as between COUNTY and CONTRACTOR. CONTRACTOR is, and  
3 shall at all times be deemed to be, an independent CONTRACTOR and shall be  
4 wholly responsible for the manner in which it performs the services required.  
5 CONTRACTOR assumes the exclusive responsibility for the acts of its employees  
6 or agents as they relate to services to be provided. CONTRACTOR shall bear the  
7 sole responsibility and liability for furnishing workers' compensation benefits to any  
8 of its employees, agents and/or subcontractors for any injuries arising from or  
9 connected with services performed on behalf of COUNTY pursuant to this  
10 Agreement.  
11

12  
13 B. CONTRACTOR certifies that it will comply with all applicable state and federal  
14 labor laws and regulations, including, but not limited to, those issued by the  
15 Occupational Safety and Health Administration (OSHA) of the U.S. Department of  
16 Labor and California Division of Occupational Safety and Health.  
17

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

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

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

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

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

15 G. CONTRACTOR shall comply with the disclosure to COUNTY of ownership,  
16 control, and relationship information as required in 42 C.F.R. Sections 455.101 and  
17 455.104.  
18  
19

20 VI

21 ADMINISTRATIVE CHANGE IN STATUS:

22 A. If, during the term of the Agreement, there is a change in CONTRACTOR'S status,  
23 a detailed description of the change must be submitted to COUNTY in writing at  
24 least sixty (60) days prior to the effective date of the change. A change in status is  
25 defined as, but is not limited to, a name change not amounting to a change of  
26 ownership, a change in the name of the individual authorized to sign contract  
27  
28



1 documents, moving a facility's service location within the same region, closing a  
2 facility with services being offered in another already existing contracted facility, or  
3 change in services offered without an increase to the Agreement maximum. Other  
4 changes to the Agreement may result in a more formal Agreement amendment.  
5 Involuntary changes of status due to disasters should be reported to the COUNTY as  
6 soon as possible.  
7

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

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

25 D. If there are any CONTRACTOR administrative changes, such as signatory authority,  
26 management, site addresses, business locations, remittance addresses, tax  
27 identification numbers, business ownership, etc., a letter, on CONTRACTOR'S  
28

1 letterhead and signed by the CONTRACTOR's Chairman of the Board or President  
2 or Chief Executive Officer, or its designee, and/or a copy of CONTRACTOR's  
3 Board minutes authorizing the change(s), the appropriate documentation must be  
4 submitted to COUNTY within two weeks of the change.

5  
6 VII

7 DELEGATION AND ASSIGNMENT:

- 8 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in  
9 part, without prior written consent of COUNTY; provided, however, obligations  
10 undertaken by CONTRACTOR pursuant to this Agreement may be carried out by  
11 means of subcontracts, provided such subcontracts are approved in writing by the  
12 DIRECTOR (or his designee), prior to CONTRACTOR'S finalization of the  
13 subcontract, meet the requirements of this Agreement as they relate to the service or  
14 subcontract, meet the requirements of this Agreement as they relate to the service or  
15 activity under subcontract, and include any provisions that the DIRECTOR may  
16 require, nor shall any subcontract result in, or imply, the creation of a relationship  
17 between the COUNTY and any subcontractor.
- 18  
19 B. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to  
20 COUNTY pursuant to this Agreement.
- 21  
22 C. CONTRACTOR may not assign the rights hereunder, either in whole or in part,  
23 without the prior written consent of COUNTY. Any attempted assignment or  
24 delegation in derogation of this paragraph shall be void.
- 25  
26 D. Any change in the corporate or business structure of CONTRACTOR, such as a  
27 change in ownership or majority ownership change resulting in a change to the  
28 Federal Tax ID, shall be deemed an assignment for purposes of this paragraph.

VIII

ALTERATION:

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

IX

LICENSES:

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

X

INDEMNIFICATION:

CONTRACTOR shall indemnify and hold harmless all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers,

1 Board of Supervisors, employees, agents, elected and appointed officials and representatives  
2 from any liability whatsoever, based or asserted upon services of CONTRACTOR, its  
3 agents, employees, or subcontractors, arising out of or in anyway relating to this Agreement,  
4 for property damage, bodily injury, or death or any other element of damage of any kind or  
5 nature resulting from any acts or failure to act or omission on the part of the  
6 CONTRACTOR, its directors, officers, agents, employees or subcontractors hereunder, and  
7 CONTRACTOR shall defend, at its sole expense, including but not limited to attorney fees,  
8 all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their  
9 respective directors, officers, Board of Supervisors, employees, agents, elected and  
10 appointed officials and representatives in any legal claim or action based upon such alleged  
11 acts, failure to act or omissions.  
12

13  
14 COUNTY shall indemnify Contractor against any claim, demands, or liability arising from  
15 damage to property, and injuries to persons, which may arise out of or because of  
16 COUNTY'S performance of its duties under this Agreement, or failure to perform, but only  
17 in proportion to and to the extent such claim demands, damages or liability are caused by, or  
18 result from the negligent or intentional acts or omissions of COUNTY, its officers, agent, or  
19 employee.  
20

## 21 XI

### 22 INSURANCE:

23  
24 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or  
25 hold the COUNTY harmless, CONTRACTOR shall procure and maintain the following  
26 insurance coverage during the term of this Agreement. With respect to the insurance section  
27 only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special  
28

1 Districts, and Departments, their respective directors, officers, Board of Supervisors,  
2 employees, elected or appointed officials, agents, or representatives as Additional Insureds.

3 A. Workers' Compensation

4 If CONTRACTOR has employees as defined by the State of California,  
5 CONTRACTOR shall maintain Workers' Compensation Insurance (Coverage A) as  
6 prescribed by the laws of the State of California. Policy shall include Employers'  
7 Liability (Coverage B) including Occupational Disease with limits not less than  
8 \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in  
9 favor of the COUNTY OF RIVERSIDE.  
10

11 B. Commercial General Liability

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

23 C. Fidelity Bond

24 CONTRACTOR agrees to a Fidelity Bond or Crime Insurance policy equal to the  
25 maximum Agreement amount. Such coverage shall protect against all loss of money,  
26 securities, or other valuable property entrusted by COUNTY to CONTRACTOR and  
27  
28

1 applies to all of CONTRACTOR'S directors, officers, agents and employees who  
2 regularly handle or have responsibility for such money, securities or property. The  
3 COUNTY OF RIVERSIDE and its Agents shall be named as a Loss Payee as its  
4 interests may appear. This insurance shall include third party fidelity coverage,  
5 include coverage for loss due to theft, mysterious disappearance, and computer  
6 fraud/theft, and shall not contain a requirement for an arrest and/or conviction.  
7

8 D. Vehicle Liability

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

16 E. Professional Liability

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

7 F. General Insurance Provisions - All Lines

- 8 1. Any insurance carrier providing insurance coverage hereunder shall be admitted to  
9 the State of California and have an A.M. BEST rating of not less than an A: VIII  
10 (A: 8) unless such requirements are waived, in writing, by the COUNTY Risk  
11 Manager. If the COUNTY Risk Manager waives a requirement for a particular  
12 insurer, such waiver is only valid for that specific insurer and only for one policy  
13 term.  
14
- 15 2. The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles  
16 or self-insured retentions. If such deductibles or self-insured retentions exceed  
17 \$500,000 per occurrence, such deductibles and/or retentions shall have the prior  
18 written consent of the COUNTY Risk Manager before the commencement of  
19 operations under this Agreement. Upon notification of deductibles or self insured  
20 retentions which are deemed unacceptable to the COUNTY, at the election of the  
21 COUNTY Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or  
22 eliminate such deductibles or self-insured retentions with respect to this  
23 Agreement with the COUNTY, or 2) procure a bond which guarantees payment of  
24 losses and related investigations, claims administration, defense costs and  
25 expenses.  
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1 3. The CONTRACTOR shall cause their insurance carrier(s) to furnish the County of  
2 Riverside with 1) a properly executed original Certificate(s) of Insurance and  
3 certified original copies of Endorsements effecting coverage as required herein; or,  
4 2) if requested to do so orally or in writing by the COUNTY Risk Manager,  
5 provide original Certified copies of policies including all Endorsements and all  
6 attachments thereto, showing such insurance is in full force and effect. Further,  
7 said Certificate(s) and policies of insurance shall contain the covenant of the  
8 insurance carrier(s) shall provide no less than thirty (30) days written notice be  
9 given to the County of Riverside prior to any material modification or cancellation  
10 of such insurance. In the event of a material modification or cancellation of  
11 coverage, this Agreement shall terminate forthwith, unless the County of Riverside  
12 receives, prior to such effective date, another properly executed original Certificate  
13 of Insurance and original copies of endorsements or certified original policies,  
14 including all endorsements and attachments thereto evidencing coverage and the  
15 insurance required herein is in full force and effect. Individual(s) authorized by  
16 the insurance carrier to do so on its behalf shall sign the original endorsements for  
17 each policy and the Certificate of Insurance. Certificates of insurance and certified  
18 original copies of Endorsements effecting coverage as required herein shall be  
19 delivered to Riverside University Health System - Behavioral Health, P.O. Box  
20 7549, Riverside, CA 92513-7549, Contracts Division. CONTRACTOR shall not  
21 commence operations until the County of Riverside has been furnished original  
22 Certificate(s) of Insurance and certified original copies of endorsements or policies  
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1 of insurance, including all endorsements and any and all other attachments as  
2 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  
7 programs 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  
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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 treated  
10 without regard to their race, religion, color, creed, gender, national origin, age,  
11 sexual preference, marital status, physical, sensory, cognitive or mental  
12 disabilities. Such affirmative action shall include, but not be limited to the  
13 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 States  
18 Equal Employment Opportunity Commission setting forth the provisions of this  
19 Section.  
20
- 21 2. All solicitations or advertisements for recruitment of employment placed by or  
22 on behalf of CONTRACTOR shall state that all qualified applicants will receive  
23 consideration for employment without regard to race, religion, color, creed,  
24 gender, national origin, age, sexual preference, marital status or physical,  
25 sensory, cognitive or mental disabilities.  
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3. Each labor union or representative of workers with which CONTRACTOR has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or worker's representative of the commitments under this Nondiscrimination Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  4. In the event of noncompliance with this section or as otherwise provided by State and Federal law, this Agreement may be terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for future contracts involving Federal, State, or COUNTY funds.

12 B. Services, Benefits, and Facilities

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1. CONTRACTOR certifies that CONTRACTOR and any or all of its Subcontractors shall not unlawfully discriminate in the provision of services because of race, religion, color, creed, gender, national origin, age, sexual preference, marital status, or physical, sensory, cognitive, or mental disability as provided by state and federal law, including, but not limited to, Title VI of the Civil Rights Act of 1964 [42 U.S.C. 2000(d) et seq.]; Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.); 45 C.F.R. Part 84; provisions of the Fair Employment and Housing Act and regulations promulgated hereunder (Government Code Section 12900 et seq.) and 2 C.C.R. Section 7285.0 et seq.; Government Code Section 11135 et seq.; and 9 C.C.R. Section 10800 et seq.

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

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

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

PERSONS WITH DISABILITIES:

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

XVI

REPORTS:

- A. CONTRACTOR shall participate in the COUNTY'S Management Information System (MIS) as required by the Director, or his authorized designee. CONTRACTOR shall report to the program, applicable client and staff related data regarding the CONTRACTOR'S program by the fifth (5<sup>th</sup>) working day of the following month.
- B. CONTRACTOR shall provide the COUNTY with applicable reporting documentation as specified and/or required by the COUNTY, State Department of Mental Health and Federal guidelines. COUNTY may provide additional instructions on reporting requirements.
- C. CONTRACTOR shall comply with the State reporting requirements pursuant to 9 C.C.R. Section 10561. Upon the occurrence of any of the events listed hereafter, the

1 CONTRACTOR shall make a telephonic report to the State department licensing staff  
2 (hereinafter "State") within one (1) working day. The telephonic report is to be  
3 followed by a written report to the COUNTY within twenty-four (24) hours of the  
4 incident and within seven (7) days of the event to the State. If a report to local  
5 authorities exists which meets the requirements cited, a copy of such a report will  
6 suffice for the written report required by the State.  
7

8 1. Events reported shall include:

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

17  
18  
19 2. Information provided shall include the following:

- 20 a. Residents' name, age, sex, and date of admission;
- 21 b. Date, time and nature of the event;
- 22 c. Attending physician's name, findings and treatment, if any; and,
- 23 d. The items below shall be reported to the State within ten (10) working days  
24 following the occurrence.  
25  
26 (i) The organizational changes specified in Section 10531(a) of this  
27 subchapter;  
28

1 (ii) Any change in the licensee's or applicant's mailing address; and,

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

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

8  
9 E. CONTRACTOR shall report client and staff data about the CONTRACTOR's  
10 program and services as required by the DIRECTOR, or its authorized designee, or by  
11 the State, regarding the CONTRACTOR's activities as they affect the duties, roles,  
12 responsibilities, and purposes contained in this Agreement, and as may be specifically  
13 referenced in Exhibit A. COUNTY shall provide CONTRACTOR with at least thirty  
14 (30) days prior written notice of any additional, required reports in this matter.  
15 COUNTY shall provide instructions on the reporting requirements as required herein.

16  
17 F. As Behavioral Health and/or Substance Use service providers and funding recipients,  
18 under the State Charitable Choice requirements, CONTRACTOR must adhere to the  
19 following:  
20

- 21 1. Ensure that CONTRACTOR provides notice to all its clients of their right to  
22 alternative services if, when and where applicable;  
23  
24 2. Ensure that CONTRACTOR refers clients to alternative services if, when and  
25 where applicable; and  
26  
27 3. Fund and/or provide alternative service if, when and where applicable. Alternative  
28 services are services determined by the State to be accessible, comparable, and



1 provided within a reasonable period of time from another Behavioral Health and/or  
2 Substance Use provider (or alternative provider if, when and where applicable) to  
3 which the client has no objection.

4 XVII

5 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

6  
7 The CONTRACTOR in this Agreement is subject to all relevant requirements  
8 contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA),  
9 Public Law 104-191, enacted August 21, 1996, Title 42 Code of Federal Regulations  
10 (C.F.R.), Part 2, and the laws and regulations promulgated subsequent thereto. The  
11 CONTRACTOR hereto agrees to cooperate in accordance with the terms and intent of this  
12 Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under  
13 this law.  
14

15 XVIII

16 CONFIDENTIALITY:

17  
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, including, but not limited to,  
24 45 C.F.R. Parts 142, 160, 162 and 164, and all other applicable COUNTY, State and  
25 Federal laws, regulations, ordinances and directives relating to confidentiality and security  
26 of client records and information.  
27  
28

- 1 A. The CONTRACTOR shall protect from unauthorized disclosure, confidential client  
2 identifying information obtained or generated in the course of providing services  
3 pursuant to this Agreement except for non-identifying statistical information. The  
4 CONTRACTOR shall not use identifying information for any purpose other than  
5 carrying out the CONTRACTOR'S obligations under this Agreement.  
6
- 7 B. The CONTRACTOR shall not disclose confidential client identifying information  
8 except as authorized by client, clients' legal representative or as permitted by  
9 Federal or State law, to anyone other than the COUNTY or State without prior valid  
10 authorization from the client or clients' legal representative in accordance with State  
11 and Federal laws. Any disclosures made shall be logged and the log maintained in  
12 accordance with State and Federal law.  
13
- 14 C. If CONTRACTOR receives any requests by subpoena, from attorneys, insurers or  
15 beneficiaries for copies of bills or other documents, CONTRACTOR will provide  
16 the COUNTY with a copy of any document released as a result of such request, and  
17 will provide the name, address and telephone number of the requesting party.  
18
- 19 D. For purposes of the above paragraphs, identifying information is considered to be  
20 any information that reasonably identifies an individual and their past, present, or  
21 future physical or mental health or condition. This includes, but is not limited to,  
22 any combination of the person's name, address, Social Security Number, date of  
23 birth, identifying number, symbol, or other identifying particular assigned to the  
24 individual, such as fingerprint or photograph.  
25
- 26 E. Notification of Electronic Breach or Improper Disclosure  
27  
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1 During the term of this Agreement, CONTRACTOR shall notify COUNTY,  
2 immediately upon discovery of any breach of Protected Health Information (PHI)  
3 and/or data where the information and/or data is reasonably believed to have been  
4 acquired by an unauthorized person. Immediate notification shall be made to the  
5 COUNTY Behavioral Health Compliance Officer within two (2) business days of  
6 discovery at (800) 413-9990. The CONTRACTOR shall take prompt corrective  
7 action to cure any deficiencies and any action pertaining to such unauthorized  
8 disclosures as required by applicable Federal, State and or County laws and  
9 regulations. The CONTRACTOR shall investigate such breach and provide a  
10 written report of the investigation to the COUNTY Behavioral Health Compliance  
11 Officer, postmarked within thirty (30) working days of the discovery of the breach to  
12 the address as follows:  
13

14  
15 Attention: Behavioral Health Compliance Officer  
16  
17 Riverside University Health System - Behavioral Health  
18  
19 P.O. Box 7549  
20  
21 Riverside, CA 92513

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

26 F. Safeguards

27 The CONTRACTOR shall implement administrative, physical, and technical  
28 safeguards that reasonably and appropriately protect the confidentiality, integrity,

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

12  
13 G. The CONTRACTOR shall implement strong access controls and other security  
14 safeguards and precautions as noted in the following to restrict electronic and  
15 physical access to confidential, personal (e.g. PHI) or sensitive data to authorized  
16 users only. The CONTRACTOR shall enforce the following administrative and  
17 technical password controls on all systems used to process or store confidential,  
18 personal, or sensitive data:  
19

20 1. Passwords must not be:

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

24 b. A dictionary word; and,

25 c. Stored in clear text;

26  
27 2. Passwords must be:  
28

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

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

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

I. The CONTRACTOR shall utilize a commercial encryption solution that has received FIPS 140 -2 validation to encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices (including, but not limited to, laptop and notebook computers). The CONTRACTOR shall not transmit confidential, personal, or sensitive data via-e-mail or other internet transport protocol unless the data is encrypted by a solution that has been validated by the

1 National Institute of Standards and Technology (NIST) as conforming to the  
2 Advanced Encryption Standard (AES) Algorithm or Triple DES.

3 1. Mitigation of Harmful Effects

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

9 2. Employee Training and Discipline

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

17 3. Disclaimer

18 COUNTY makes no warranty or representation that compliance by  
19 CONTRACTOR with these Provisions, HIPAA or HIPAA regulations will be  
20 adequate or satisfactory for CONTRACTOR's own purposes or that any  
21 information in CONTRACTOR's possession or control, or transmitted or  
22 received by CONTRACTOR, is or will be secure from unauthorized use or  
23 disclosure. CONTRACTOR is solely responsible for all decisions made by  
24 CONTRACTOR regarding the safeguarding of PHI.  
25  
26

27 4. Interpretation  
28

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

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

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

19 XIX

20 RECORDS/INFORMATION AND RECORD RETENTION:

21 All records shall be available for inspection by the designated auditors of COUNTY,  
22 State Department of Justice, State DHCS, U.S. Department of Health and Human Services  
23 and the U.S Office of the Inspector General at reasonable times during normal business  
24 hours. Records include, but are not limited to all physical and electronic records  
25 originated or prepared pursuant to the performance under this Agreement including, but  
26 not limited to, working papers, reports, financial records or books of account, medical  
27  
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1 records, prescription files, subcontracts, any and other documentation pertaining to  
2 medical and non-medical services for clients. Upon request, at any time during the period  
3 of this Agreement, the CONTRACTOR will furnish any such record or copy thereof, to  
4 the COUNTY. CONTRACTOR shall be subject to the examination and audit of the  
5 Office of the Inspector General for a period of three (3) years after final payment under  
6 the Agreement.  
7

8 A. Medical/Client Records

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

17 B. Financial Records

18 CONTRACTOR shall maintain complete financial records that clearly reflect the cost  
19 of each type of service for which payment is claimed. Any apportionment of costs  
20 shall be made in accordance with generally accepted accounting principles and shall  
21 evidence proper audit trails reflecting the true cost of the services rendered.  
22 Allowable costs shall be those costs defined in Centers for Medicare and Medicaid  
23 Services Manual (CMS 15-1). Statistical data shall be kept and reports made as  
24 required by the DIRECTOR, or his designee, and the State of California. All such  
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28



1 records shall be available for inspection by the designated auditors of COUNTY or  
2 State at reasonable times during normal business hours.

3 C. Financial Record Retention

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

8 D. Patient/Client Record Retention

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

15 E. Shared Records/Information

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

22 F. Client Records

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

5 G. Records Inspection

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

22 XX

23 STAFFING:

24 CONTRACTOR shall comply with the staffing expectations as required by state  
25 licensing requirements and as may be additionally described in Exhibit A. Such personnel  
26 shall be qualified, holding appropriate license(s)/certificate(s) for the services provided in  
27  
28

1 accordance with the WIC Section 5751.2, the requirements set forth in Title 9 of the  
2 C.C.R., the Business and Professions Code, State DHCS policy letters, and any  
3 amendments thereto. CONTRACTOR shall maintain specific job descriptions/duty  
4 statements for each position describing the assigned duties, reporting relationship, and  
5 shall provide sufficient detail to serve as the basis for an annual performance evaluation.  
6 Furthermore, CONTRACTOR acknowledges all its officers, board members, employees,  
7 associates, and agents providing services hereunder are eligible for reimbursement for said  
8 services by their exclusion from the Federal "List of Excluded Parties" registry.  
9

10 A. During the term of this Agreement, CONTRACTOR shall maintain and shall provide  
11 upon request to authorized representatives of COUNTY, the following:  
12

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

1 c. Annual Job performance evaluation; and

2 d. Personnel action document for each change in status of the employee.

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

8 C. CONTRACTOR shall institute and maintain an in-service training program of  
9 treatment review and case conferences and/or prevention strategies as appropriate, in  
10 which professional and other appropriate personnel shall participate.  
11

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

18 E. CONTRACTOR shall establish and disseminate written policies for all employees  
19 that include detailed information about the False Claims Act and the other provisions  
20 named in the Social Security Act Section 1902(a)(68)(A). Included in these written  
21 policies shall be detailed information about CONTRACTOR'S policies and  
22 procedures for detecting and preventing fraud, waste, and abuse in federal, state and  
23 local health care programs. CONTRACTOR shall also include in any employee  
24 handbook a specific discussion of the laws described in the written policies, the  
25 rights of employees to be protected as whistleblowers, and a specific discussion of  
26  
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28

1 CONTRACTOR'S policies and procedures for detecting and preventing fraud, waste  
2 and abuse.

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

9  
10 G. CONTRACTOR is responsible for notifying the COUNTY of all changes to indirect  
11 and direct personnel service providers that will have an impact on its Electronic  
12 Management of Records (ELMR) system. These changes include, but are not  
13 limited to, adding new personnel, modifying existing personnel, or terminating  
14 personnel. CONTRACTOR is responsible for completing the Computer Account  
15 Request Form (CARF) included with this Agreement, when such changes occur and  
16 will have an impact on ELMR data entry or system access, and shall submit, via  
17 email, the completed CARF form to its designated COUNTY Program Analyst for  
18 review and approval. The COUNTY designated Program Analyst will then review  
19 CARF for accuracy and will then submit CARF to the COUNTY'S Information  
20 Technology (I.T.) staff for processing. The COUNTY'S designated Program  
21 Analyst will communicate with the CONTRACTOR, via email, with confirmation of  
22 submission for processing, and a COUNTY I.T. or ELMR personnel will contact the  
23 CONTRACTOR direct, via telephone, to confirm receipt of the CARF and provide  
24  
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1 confirmation that computer access has been granted or changed as requested by the  
2 CONTRACTOR.

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

10  
11 I. CONTRACTOR is responsible for ensuring that any of its staff members or  
12 personnel in which they employ is licensed or certified to practice, and is in  
13 possession of a valid, current license or certificate to practice or to provide mental  
14 health or other required services, to COUNTY consumers. CONTRACTORS who  
15 receive Medi-Cal funds are required to validate and submit a signed statement to  
16 COUNTY with their monthly invoice to confirm that their board and/or staff  
17 members are not on either the OIG Exclusion List at the website  
18 <http://exclusions.oig.hhs.gov/search.aspx> and the Medi-Cal List of Suspended or  
19 Ineligible Providers list at <http://www.medi-cal.ca.gov>. In addition,  
20 CONTRACTORS providing Medi-Cal billable services must have, and provide in  
21 writing to COUNTY, pursuant to Section XXXI, NOTICES, of this Agreement, a  
22 valid rendering site and/or individual provider NPI and taxonomy code that  
23 corresponds with the work they are performing. Any updates or changes must be  
24 made by the CONTRACTOR to the National Plan & Provider Enumeration System  
25  
26  
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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  
8 served under this Agreement. CONTRACTOR shall provide multi-cultural services  
9 in a language appropriate and culturally sensitive manner, in a setting accessible to  
10 diverse communities. Multi-cultural diversity includes, but is not limited to,  
11 ethnicity, age, sexual preference, gender, and persons who are disabled.  
12 CONTRACTOR shall document its efforts to provide multi-cultural services in the  
13 manner specified. Documentation may include, but is not limited to the following:  
14 records in personnel files attesting to efforts made in recruitment and hiring  
15 practices; participation in COUNTY sponsored and other cultural competency  
16 training; the availability of literature in multiple languages/formats as appropriate;  
17 and identification of measures taken to enhance accessibility for, and sensitivity to,  
18 persons with disabilities.  
19  
20 B. CONTRACTOR shall demonstrate program access; linguistically appropriate and  
21 timely mental health service delivery; staff training; and organizational policies and  
22 procedures related to the treatment of culturally diverse populations.  
23 CONTRACTOR shall perform specific outcome studies, on-site reviews and written  
24 reports to be made available to the COUNTY upon request.  
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 culturally  
5 appropriate; including, at a minimum, admission, discharge, and medication  
6 consent forms available in Spanish;
- 7 2. Have a comprehensive management strategy to address culturally and  
8 linguistically appropriate services, including strategic goals, plans, policies,  
9 procedures and designated staff responsible for implementation;
- 10 3. Medically appropriate interventions, which acknowledge specific cultural  
11 influences;
- 12 4. Provision and utilization of qualified interpreters within twenty-four (24) hours  
13 of identified need;
- 14 5. Screening and certification of interpreters as specified in subparagraph 3 a  
15 below;
- 16 6. Training to mental health providers in building the cultural knowledge and skill  
17 required to provide culturally appropriate treatment of client population served;
- 18 7. Develop and implement a strategy to recruit, retain and promote qualified,  
19 diverse and culturally competent administrative, clinical and support staff that  
20 are trained and qualified;
- 21 8. Client related information translated into the various languages of the diverse  
22 populations served; and,  
23  
24  
25  
26  
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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  
6 staff. Any individual with limited English language capability or other  
7 communicative 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 the  
10 necessary second language, who can accurately speak, read and readily interpret  
11 the necessary second language and/or accurately sign and read sign language. A  
12 qualified interpreter must be able to translate in linguistically appropriate mental  
13 health terminology necessary to convey information such as symptoms or  
14 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 terms  
18 and concepts associated with mental health medications, and cultural beliefs and  
19 practices, which may influence the client's mental health condition.  
20

21 E. CONTRACTOR agrees to comply with the COUNTY'S Cultural Competency Plan  
22 as 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 Riverside University Health System - Behavioral Health Cultural Competency Program  
28

1 P.O. Box 7549

2 Riverside, California 92513

3 Attention: Cultural Competency Manager

4 Fax: 951-955-7206

5 F. CONTRACTOR agrees to meet with COUNTY'S Cultural Competency Program  
6 Manager, as needed by the CONTRACTOR and as coordinated by the COUNTY, to  
7 determine and implement cultural competency activities that shall include, but is not  
8 limited to, compliance with the cultural competency requirements outlined in  
9 Section XXI of this Agreement.

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

12 H. CONTRACTOR will be responsible for participating in cultural competency  
13 trainings as required by the COUNTY'S Cultural Competency Plan. The following is  
14 a partial list of annual cultural competency trainings and topics that may be available  
15 through the COUNTY to assist CONTRACTORS with meeting training  
16 requirements, though capacity will be limited: Cultural Formulation; Multicultural  
17 Knowledge; Cultural Sensitivity; Cultural Awareness; Social/Cultural Diversity;  
18 Mental Health Interpreter Training; Training Staff in the use of Mental Health  
19 Interpreters; Training in the Use of Interpreters in the Mental Health Setting. In  
20 order to attend the COUNTY offered trainings, CONTRACTOR must contact the  
21 Cultural Competency Manager at the contact information location in subparagraph 4  
22 of paragraph A. in Section XXI, CULTURAL COMPETENCY.

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

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

J. CONTRACTOR is responsible for notifying the COUNTY Cultural Competency Program Manager in writing if the June 30<sup>th</sup> deadline cannot 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  
7 CONTRACTOR shall employ no COUNTY employee whose position in COUNTY  
8 enables him to influence the award of this Agreement or any competing Agreement, and  
9 no spouse or economic dependent of such employee in any capacity herein, or in any other  
10 direct or indirect financial interest in this Agreement.

11 XXIV

12 PATIENTS' RIGHTS:

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

18 XXV

19 WAIVER OF PERFORMANCE:

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

24 XXVI

25 DRUG-FREE WORKPLACE CERTIFICATION:

1 If State funds are utilized to fund this Agreement as specified in Schedule I or  
2 Schedule K, the following Drug-Free Workplace requirements shall apply. By signing  
3 this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the  
4 laws of the State of California that the CONTRACTOR will comply with the requirements  
5 of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and  
6 will provide a drug-free workplace doing all of the following.  
7

8 A. Publish a statement notifying employees that unlawful manufacture, distribution,  
9 dispensation, possession, or use of controlled substances is prohibited and specifying  
10 actions to be taken against employees for violations, as required by Government  
11 Code Section 8355 (a).  
12

13 B. Establish a Drug-Free Awareness Program as required by Government Code Section  
14 8355 (a) to inform employees about all of the following:

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

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 status,  
19 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 Behavioral Health, CONTRACTOR fails to provide for the health and  
23 safety of patients served under this Agreement. In the event of such termination, the  
24  
25  
26  
27  
28

1 COUNTY may proceed with the work in any manner deemed proper to the  
2 COUNTY.

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

- 5 1. Temporarily withhold payments pending correction of the deficiency;
- 6 2. Disallow (that is deny funds) for all or part of the cost or activity not in  
7 compliance; or,
- 8 3. Wholly or partially suspend or terminate the Agreement, and if necessary,  
9 request repayment to COUNTY if any disallowance is rendered after audit  
10 findings.  
11

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

- 17 1. Stop all services under this Agreement on the date, and to the extent specified, in  
18 the Notice of Termination;
- 19 2. Continue to provide the same level of care as previously required under the terms  
20 of this Agreement until the date of termination;
- 21 3. If clients are to be transferred to another facility for services, furnish to  
22 COUNTY, upon request, all client information and documents deemed necessary  
23 by COUNTY to affect an orderly transfer;
- 24 4. If appropriate, assist COUNTY in effecting the transfer of clients in a manner  
25 consistent with the best interest of the clients' welfare;  
26  
27  
28

1 5. Cancel outstanding commitments covering the procurement of materials,  
2 supplies, equipment and miscellaneous items. In addition, CONTRACTOR shall  
3 exercise all reasonable diligence to accomplish the cancellation of outstanding  
4 commitments required by this Agreement, which relate to personal services.  
5 With respect to these canceled commitments, the CONTRACTOR agrees to  
6 provide a written plan to Director (or his designee within thirty (30) days for  
7 settlement of all outstanding liabilities and all claims arising out of such  
8 cancellation of commitments. Such plan shall be subject to the approval or  
9 ratification of the COUNTY, which approval or ratification shall be final for all  
10 purposes of this clause;  
11

12  
13 6. Transfer to COUNTY and deliver in the manner, at the times, and to the extent,  
14 if any, as directed by COUNTY, any equipment which, if the Agreement had  
15 been completed, would have been required to be furnished to COUNTY;  
16

17 7. Take such action as may be necessary, or as COUNTY may direct, for the  
18 protection and preservation of the equipment related to this Agreement which is  
19 in the possession of CONTRACTOR and in which COUNTY has or may acquire  
20 an interest; and,  
21

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

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

1 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 UNIVERSITY HEALTH SYSTEM -  
18 BEHAVIORAL 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  
25 all provider meeting as scheduled by the County Program Administrator/Manager or  
26 Designee. Appropriate level of CONTRACTOR'S staff to attend this meeting shall be at  
27 Program Director level or above. Critical information and data is disseminated at these  
28 meetings and will not be provided at any other time.

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

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

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

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

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

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

**Section 1 – CONTRACTING PROVIDER**

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

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

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

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

**Support Desk – (951) 358-4530**

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

**Section 2 – PERFORMING PROVIDER INFORMATION**

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

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

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

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

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

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

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

**Support Desk – (951) 358-4530**

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

**Practitioner Category**

- 01 - ACSW (Associate Clinical Social Worker)
- 02 - BHS I (Behavioral Health Specialist I)
- 03 - BHS II (Behavioral Health Specialist II)
- 04 - BHS III (Behavioral Health Specialist 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

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**EXHIBIT A - SCOPE OF WORK**

CONTRACTOR NAME: **RECOVERY INNOVATIONS, INC. (RII)**  
**RIVERSIDE PERMANENT HOUSING PROGRAM**  
**(THE PLACE)**  
DEPARTMENT I.D.: **4100217281.74750/530280**

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

CONTRACTOR shall provide the following:

1. Permanent Supportive Housing Program services at the Riverside Permanent Housing Program facility, known as "**The Place**", located at 2800 Hulen Place, Riverside, CA 92507.
2. The Permanent Supportive Housing Program will follow the low demand "Safehaven" model, to provide highly supportive environment where the persons can rest, feel safe and where there are no immediate service demands.

- 1 3. Operate a drop-in center 24 hours a day, seven (7) days a week, 365 days a year, for  
2 eligible persons and provide access to on-site semi-private permanent housing options  
3 and linked to intensive integrated behavioral health full service programs.
- 4 4. The structure of the permanent residential component of the program will consist of a)  
5 24-hour residence for an unspecified duration (no limit on length of stay); b) semi-  
6 private sleeping accommodations; c) common use of kitchen facilities, dining rooms, and  
7 bathrooms; d) social services and referrals within a non-intrusive, low demand  
8 environment; and e) an overnight occupancy limited to twenty-five (25) persons.
- 9 5. The structure of the non-residential component of the program that will consist of a) 24-  
10 hour drop-in center where food, clothing, bathroom, and laundry facilities will be  
11 provided only to the intended service population on a drop-in basis; and 2) social  
12 services and referrals within a non-intrusive, low demand environment.
- 13 6. Gender-separated semi-private sleeping accommodations and gender-separated  
14 bathrooms, common laundry area, kitchen facility, dining room, and recreational area for  
15 television, movies, games, and other recreational activities, front desk/monitoring, and  
16 staff offices dispersed throughout the building.
- 17 7. A welcoming and culturally competent outreach, engagement, and support to program  
18 guests and residents. The ability to serve monolingual Spanish speaking consumers is  
19 required. Provider(s) shall establish a plan to provide interpretation services to  
20 guests/residents who are monolingual in other languages.
- 21 8. Clinical assessments to determine program eligibility as defined in the Housing and  
22 Urban Development (HUD)-McKinney-Vento Act, Sec. 11302, General Definition of  
23 Homeless Individual, and to provide consultation and support to program providers.  
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- 1 9. Wellness and Recovery based activities that build a sense of community and support that  
2 empower Permanent Supportive Housing Program guests and permanent housing  
3 residents to believe in, and work toward self-sufficiency in a low-demand setting.
- 4 10. Janitorial maintenance of the facility, incorporating housekeeping life skills instruction  
5 and participation for guests and residents.
- 6 11. Meal planning and preparation that involve guests and residents and assists them in  
7 developing independent life skills.
- 8 12. Coordination, training, and supervision of the use of the laundry and shower facilities.
- 9 13. Routine linkage of guests, who are successfully engaged, in accepting additional services  
10 from FSP programs or COUNTY operated Older Adult services.
- 11 14. Daily collaboration and service planning in coordination with FSP Partners for  
12 permanent housing residents.
- 13 15. Office space with phones for COUNTY providers to meet privately with program guests  
14 and residents as needed.
- 15 16. Transportation to local resources (medical, psychiatric, shopping, community agencies)  
16 as needed in coordination with FSP program staff. Transportation shall be provided in a  
17 manner that meets the consumer's needs and must be appropriate to their level of  
18 functioning.
- 19 17. Employee peer counselors as the primary on-site provider workforce.
- 20 18. Ongoing training to staff to improve their skills and their ability to achieve the goal of  
21 the program. Training will include emergency response, first aid, disaster planning, crisis  
22 intervention skills, safety, and other topics as defined by COUNTY. COUNTY will  
23 work with the provider to identify training topics and make training opportunities  
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1 available to provider staff through COUNTY. Additionally, COUNTY will seek to  
2 develop training, based on resources available, to assist staff in enhancing their skills.  
3 CONTRACTOR may request reimbursement for up to 16 hours of paid time for off-site  
4 training, per year for each FTE program employee.

5 19. CONTRACTOR will be expected to work cooperatively with COUNTY, regional  
6 community outpatient programs, Crisis/Inpatient programs, COUNTY Housing program,  
7 and related Drug and Alcohol Treatment Programs, Coachella Valley homeless service  
8 agencies and programs and regional law enforcement agencies and other community  
9 agencies in order to form an integrated network of care for adults in the behavioral health  
10 system.  
11

12 20. An Emergency Disaster Plan that ensures resident safety during emergencies and  
13 disasters (e.g. safety training, emergency drills, emergency supply plan, coordination  
14 with COUNTY, etc.).  
15

16 STAFFING REQUIREMENTS:  
17

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

22 2. CONTRACTOR is only allowed to bill the COUNTY for staffing that can be reimbursed  
23 back to the COUNTY by HUD. Examples of staffing allowed are as follows:  
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25 Operations:

- 26 1. Program Director  
27 2. Operations Manager  
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3. Peer Support Specialist

4. Peer Counselors/Community Workers

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

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

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

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

SUBCONTRACTING:

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

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

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

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

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

6  
7 a. The CONTRACTOR shall be as fully responsible for the acts or omissions of  
8 its subcontractors, and of persons either directly or indirectly employed by them  
9 as for the acts of omissions of persons directly employed by the  
10 CONTRACTOR.

11 b. The CONTRACTOR shall insert appropriate clauses in all subcontracts to bind  
12 subcontractors to the terms and conditions of this contract insofar as they are  
13 applicable to the work of subcontractors.

14 c. Nothing contained in this Agreement shall create any contractual relationship  
15 between any subcontractor and the County of Riverside, its Agencies, Districts,  
16 Special Districts and Departments, their respective directors, officers, Board of  
17 Supervisors, elected and appointed officials, employees, agents and  
18 representatives.  
19  
20

21 DOCUMENTATION OF SERVICES:

22 1. CONTRACTOR shall maintain appropriate records documenting all of the services  
23 provided to clients as outlined by COUNTY, which will include a monthly report on  
24 the number of clients served, total hours of service provided and other demographics as  
25 requested by COUNTY. Additionally, the CONTRACTOR shall record services into  
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1 the HUD web-based Homeless Management Information Systems as required by  
2 COUNTY.

3 2. CONTRACTOR and COUNTY's Contract Monitor shall meet at least quarterly to  
4 review and discuss the performance and obligations under this Agreement of each party  
5 thereto.

6  
7 3. CONTRACTOR shall work collaboratively with the COUNTY to determine if and/or  
8 when eviction notice should be give to comply with Fair Housing regulations.

9 4. CONTRACTOR will notify the COUNTY and supply a written report of any adverse  
10 incident within twenty-four (24) hours of occurrence.

11  
12 5. CONTRACTOR shall advise the COUNTY immediately of any evictions notices, three  
13 (3) day or thirty (30) day in compliance with HUD and the Fair Housing.

14 6. CONTRACTOR will supply the COUNTY a copy of the eviction notices, three (3) day  
15 notice or thirty (30) day notice, within one (1) business day.

16  
17 7. CONTRACTOR will supply the COUNTY's Homeless & Housing, Opportunities,  
18 Partnerships, and Education (HHOPE) Administration written residence movement  
19 notification within twenty-four (24) hours.

20 8. CONTRACTOR will notify COUNTY's HHOPE Administration immediately of any  
21 participant that has moved out or is missing for a twenty-four (24) hour period.

22  
23 9. An Emergency Disaster Plan must be submitted to the COUNTY for approval within  
24 sixty (60) days of contract renewal date,

25 a. Emergency Disaster Plan must be readily available to all employees and must  
26 be maintained on premises.

27 b. Documentation of training and drills must be maintained.  
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c. A report of who is residing at the location must be maintained weekly and readily available.

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

FURNISHINGS AND EQUIPMENT:

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

a. APPROVAL FOR PURCHASE:

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

b. OWNERSHIP:

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

c. INVENTORY:

i. CONTRACTOR shall maintain an internal inventory control system that will provide accountability for equipment and furnishings provided

1 to them through this Agreement, regardless of cost. The inventory  
2 control system shall record at a minimum the following information  
3 when property is acquired: number of items lost, damaged or stolen  
4 during inventory period; date acquired; property description (to include  
5 model number); property identification number (if applicable). An  
6 updated inventory list shall be provided to the COUNTY on a quarterly  
7 basis. Once the COUNTY is in receipt of this list, COUNTY inventory  
8 tags will be issued to the CONTRACTOR, and are to be attached to the  
9 item as directed.  
10

11 ii. A report of damaged, broken or lost items shall be provided to the  
12 COUNTY on a monthly basis. This report shall include property  
13 description, number of identical items, responsible party who damaged  
14 or broke items and date of incident.  
15

16 iii. CONTRACTOR is responsible for the replacement of any damaged or  
17 lost equipment or supplies when it is determined that the damage/loss  
18 was due to CONTRACTOR employee negligence.  
19

20 iv. Any equipment valued more than \$100 that becomes damaged needs to be  
21 reported immediately to COUNTY.  
22

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

25 d. DISPOSAL:

26 i. Approval must be obtained from the COUNTY prior to the disposal of  
27 any property purchased with funds from this Agreement, regardless of  
28

1 the acquisition value. Disposal (which includes sale, trade-in, discard,  
2 or transfer to another agency or program) shall not occur until approval  
3 is received in writing from the COUNTY. In addition, the  
4 CONTRACTOR shall provide the COUNTY with a monthly report  
5 detailing any and all items that have been disposed of during the prior  
6 month. Report shall include, description of item, reason for disposal,  
7 the date request to dispose of item was submitted to the COUNTY, and  
8 the date that written approval to dispose of the item, and indicate if the  
9 CONTRACTOR is requesting the COUNTY to replace the item.  
10

11 e. CAPITAL ASSETS:  
12

13 i. Capital assets are tangible or intangible assets that benefit an agency  
14 more than a single fiscal year. For capital assets approved for purchase  
15 by the COUNTY, allowable and non-allowable cost information and  
16 depreciation requirements can be found in the Center for Medicare and  
17 Medicaid Services (CMS) Publication 15, Provider Reimbursement  
18 Manual (PRM) Parts I & II. It is the CONTRACTOR's responsibility to  
19 ensure compliance with these requirements.  
20

21 ii. Any capital asset that was acquired or improved in whole or in part with  
22 funds disbursed under this Agreement, or under any previous  
23 Agreement between COUNTY and CONTRACTOR, shall either be, at  
24 the election of the COUNTY as determined by the Director or designee:  
25 (1) transferred to the COUNTY including all title and legal ownership  
26 rights; or (2) disposed of and proceeds paid to COUNTY in a manner  
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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.

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Rev. 16/17

1 EXHIBIT B - BEHAVIORAL HEALTH

2 LAWS, REGULATIONS AND POLICIES

3 In addition to the statues and regulations previously referenced in this AGREEMENT, services  
4 shall be provided in accordance with policies and procedures as developed by COUNTY as  
5 well as those Federal and State laws, regulations and policies applicable to the terms of this  
6 AGREEMENT, which may include, but may not be limited to the following specific statues or  
7 relevant sections therein:  
8

9 FEDERAL

10 Drug-Free Workplace Act (DFWA) - 1990

11 National Voter Registration Act of 1993

12 42 C.F.R. §438.608 (Program Integrity Requirements)

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

14 Trafficking Victims Protection Act (TVPA) of 2000

15 45 C.F.R. § 205.50

16 STATE

17 Mental Health Services – Welfare and Institutions Code § 5000 to 5914

18 Laura’s Law – Assembly Bill 1367

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

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

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

22 Government Code § 26227 (Contracting with County)

23 Government Code § 8546.7 (Audits)

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

25 Welfare & Institution Code §§ 14705 and 14725  
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- Welfare & Institution Code §§ 18350 et seq.
- State Department of Health Care Services Publications
- Welfare and Institutions Code 5610 to 5613 (Client Service Information Reporting)
- Welfare and Institutions Code 17608.05 (Maintenance of Effort)
- Uniform Method of Determining Ability to Pay, State Dept. of Mental Health.
- Centers for Medicare and Medicaid Services Manual
- Welfare & Institutions Code §§ 15600 et seq. (Elderly and Dependent Adult Abuse Reporting)
- 2 C.C.R. Division 9, Chapter 1
- DMH Letter 03-04 (Health Care Facility Rates)
- DMH Letter 86-01 (Life Support Supplemental Rate)
- 22 C.C.R. § 70707
- Government Code § 7550 (Reports)
- Welfare and Institutions Code § 14132.47

COUNTY

Behavioral Health Policies

- Code of Ethics – Policy 108
- Cultural Competene – Policy 162
- Confidentiality Guidelines for Family / Social support Network – Policy 206
- Confidentiality / Privacy Disclosure of Individually Identifiable Information – Policy 239
- Health Privacy & Security – Board of Supervisors Policy B-23
- Alcohol and Drug Abuse Policy, Board of Supervisors Policy C-10
- Harassment in the Workplace - Board of Supervisors Policy C-25
- Protected Health Information – Minimum Necessary for Use and Disclosure – Policy 298
- Workplace Violence, Threats and Security - Board of Supervisors Policy C-27

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- Riverside County Mental Health Plan
- Riverside County Mental Health Plan Provider Manual
- Riverside County Mental Health “Psychotropic Medication Protocols for Children and Adolescents” Publication
- Riverside County Mental Health “Medication Guidelines” Publication
- County and Departmental policies, as applicable to this Agreement

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

**CONTRACTOR NAME: RECOVERY INNOVATIONS, INC. (RII)**  
**PROGRAM NAME: RIVERSIDE PERMANENT HOUSING PROGRAM**  
**(THE PLACE)**  
**DEPARTMENT ID: 4100217281.74750/530280**

**A. REIMBURSEMENT:**

1. In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive monthly reimbursement based upon the reimbursement type as indicated by an "X" below, and not to exceed the maximum obligation of the COUNTY for the fiscal year as specified herein:  
N/A 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.  
N/A One-twelfth (1/12<sup>th</sup>), on a monthly basis of the overall maximum obligation of the COUNTY as specified herein.  
X 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%.

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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.

N/A 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.

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

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

B. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for FY 2016/2017 shall be **\$788,749** 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:

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

1           E.   REVENUES:

2           As applicable:

- 3           1.     Pursuant to the provisions of Sections 4025, 5717 and 14705 of the  
4           Welfare & Institutions Code, and as further contained in the State  
5           Department of Health Care Services Revenue Manual, Section 1,  
6           CONTRACTOR shall collect revenues for the provision of the services  
7           described pursuant to Exhibit A. Such revenues may include but are  
8           not limited to, fees for services, private contributions, grants or other  
9           funds. All revenues received by CONTRACTOR shall be reported in  
10           their annual Cost Report, and shall be used to offset gross cost.
- 11           2.     CONTRACTOR shall be responsible for checking and confirming Medi-  
12           Cal eligibility for its patient(s)/client(s) prior to the patient(s)/client(s)  
13           receiving services(s) and prior to providing and billing for services in  
14           order to ensure proper billing of Medi-Cal.
- 15           3.     Patient/client eligibility for reimbursement from Medi-Cal, Private  
16           Insurance, Medicare, or other third party benefits shall be determined  
17           by the CONTRACTOR at all times for billing or service purposes.  
18           CONTRACTOR shall pursue payment from all potential sources in  
19           sequential order, with Medi-Cal as payor of last resort.
- 20           4.     CONTRACTOR shall notify COUNTY of patient/client private insurance,  
21           Medicare, or other third party benefits.
- 22           5.     CONTRACTOR is to attempt to collect first from Medicare (if site is  
23           Medicare certified and if CONTRACTOR staff is enrolled in Medicare  
24           program), then insurance and then first party. In addition,  
25           CONTRACTOR is responsible for adhering to and complying with all  
26           applicable Federal, State and local Medi-Cal and Medicare laws and  
27           regulations as it relates to providing services to Medi-Cal and Medicare  
28           beneficiaries.
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

1 be provided to the COUNTY within thirty (30) days of receipt of the EOB  
2 date.

3 7. CONTRACTOR is obligated to collect from the client any Medicare co-  
4 insurance and/or deductible if the site is Medicare certified or if provider  
5 site is in the process of becoming Medicare certified or if the provider is  
6 enrolled in Medicare. CONTRACTOR is required to clear any Medi-Cal  
7 Share of Cost amount (s) with the State. CONTRACTOR is obligated to  
8 attempt to collect the cleared Share of Cost amount (s) from the client.  
9 CONTRACTOR must notify the COUNTY in writing of cleared Medi-Cal  
10 Share of Cost (s) within seventy two (72) hours (excluding holidays) of  
11 the CONTRACTOR'S received notification from the State.  
12 CONTRACTOR shall be responsible for faxing the cleared Medi-Cal  
13 Share of Cost documentation to fax number (951) 955-7361 OR to your  
14 organization's appropriate COUNTY Region or Program contact.  
15 Patients/clients with share of cost Medi-Cal shall be charged their  
16 monthly Medi-Cal share of cost in lieu of their annual liability. Medicare  
17 clients will be responsible for any co-insurance and/or deductible for  
18 services rendered at Medicare certified sites.

19 8. All other clients will be subject to an annual sliding fee schedule by  
20 CONTRACTOR for services rendered, based on the patient's/client's  
21 ability to pay, not to exceed the CONTRACTOR'S actual charges for  
22 the services provided. In accordance with the State Department of  
23 Health Care Services Revenue Manual, CONTRACTOR shall not be  
24 penalized for non-collection of revenues provided that reasonable and  
25 diligent attempts are made by the CONTRACTOR to collect these  
26 revenues. Past due patient/client accounts may not be referred to  
27 private collection agencies. No patient/client shall be denied services  
28 due to inability to pay.

9. If and where applicable, CONTRACTOR shall submit to COUNTY, with  
signed Agreement, a copy of CONTRACTOR'S customary charges  
(published rates).



- 1 10. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays)  
2 above and beyond the contracted Schedule I rate, the CONTRACTOR  
3 must notify the COUNTY within each fiscal year Agreement period of  
4 performance.  
5 11. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client  
6 fees. Notification must be made within ten (10) days following any fee  
7 increase.

8 **F. REALLOCATION OF FUNDS:**

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

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

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

6 If, when and/or where applicable, CONTRACTOR'S stationery/letterhead shall  
7 indicate that funding for the program is provided in whole or in part by the  
8 COUNTY of Riverside Riverside University Health System - Behavioral Health.

9 **H. PAYMENT:**

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

1 of services deletes and denials and subsequent withholds and/or  
2 reductions to CONTRACTOR invoices or monthly reimbursements.

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

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

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

18 c. CONTRACTOR must also submit to the COUNTY a signed  
19 Program Integrity Form (PIF) **attached as Exhibit C,**  
20 **Attachment A)** signed by the Director or authorized designee of  
21 the CONTRACTOR organization. This form must be faxed and/or  
22 emailed (PDF format only) to the COUNTY at (951) 358-6868,  
23 and/or emailed to [ELMR\\_PIF@rcmhd.org](mailto:ELMR_PIF@rcmhd.org). The CONTRACTOR  
24 PIF form must be received by the COUNTY via fax and/or email  
25 for the prior month no later than 5:00 p.m. on the fifth (5<sup>th</sup>)  
26 calendar day of the current month.

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

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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, 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.

1 I. COST REPORT:

2 1. For each fiscal year, or portion thereof, that this Agreement is in effect,  
3 CONTRACTOR shall provide to COUNTY two (2) copies, per each  
4 Program Code, an annual Cost Report with an accompanying financial  
5 statement and applicable supporting documentation to reconcile to the  
6 Cost Report within one of the length of times as follows and as indicated  
7 below by an "X":

8 N/A Thirty (30) calendar days following the end of each fiscal year  
9 (June 30<sup>th</sup>), or the expiration or termination of the Agreement,  
10 whichever occurs first.

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

14 N/A Seventy-Five (75) calendar days following the end of each fiscal  
15 year (June 30<sup>th</sup>), or the expiration or termination of the  
16 Agreement, whichever occurs first.

17 2. The Cost Report shall detail the actual cost of services provided. The  
18 Cost Report shall be provided in the format and on forms provided by the  
19 COUNTY.

20 3. CONTRACTOR shall follow all applicable Federal, State and local  
21 regulations and guidelines to formulate proper cost reports, including but  
22 not limited to OMB-circular A-122 and OMB-circular A-87.

23 4. It is mandatory that the CONTRACTOR send one representative to the  
24 COUNTY'S annual cost report training that covers the preparation of the  
25 year-end Cost Report. The COUNTY will notify CONTRACTOR of the  
26 date(s) and time(s) of the training. Annual attendance at the training is  
27 mandatory in order to ensure that the Cost Reports are completed  
28 appropriately. Failure to attend this training will result in delay of any  
reimbursements to the CONTRACTOR.

5. CONTRACTOR will be notified in writing by COUNTY, if the Cost  
Report has not been received within the specified length of time as

1 indicated in Section H, paragraph 1 above. Future monthly  
2 reimbursements will be withheld if the Cost Report contains errors that  
3 are not corrected within ten (10) calendar days of written or verbal  
4 notification from the COUNTY. Failure to meet any pre-approved  
5 deadlines and extensions will immediately result in the withholding of  
6 future monthly reimbursements.

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

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

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

21 J. BANKRUPTCY:

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

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K. AUDITS:

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

1 year's Agreements may result in Agreement payment withholding  
2 and/or a disallowance to be paid in full upon demand.

3 **L. TRAINING:**

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

13 **M. FURNISHINGS AND EQUIPMENT:**

- 14 1. **OWNERSHIP:** If equipment and furnishings were previously purchased  
15 through this Agreement, CONTRACTOR acknowledges that these  
16 items are the property of COUNTY. Procedures provided by COUNTY  
17 for the acquisition, inventory, control and disposition of the equipment  
18 and the acquisition and payment for administrative services to such  
19 equipment (e.g. office machine repair) are to be followed.
- 20 2. **INVENTORY:** CONTRACTOR shall maintain an internal inventory  
21 control system that will provide accountability for equipment and  
22 furnishings purchased through this Agreement, regardless of cost. The  
23 inventory control system shall record at a minimum the following  
24 information when property is acquired: date acquired; property  
25 description (to include model number); property identification number  
26 (serial number); cost or other basis of valuation; funding source; and  
27 rate of depreciation or depreciation schedule, if applicable. An updated  
28 inventory list shall be provided to COUNTY on a semi-annual basis,  
and filed with the Annual Cost Report. Once COUNTY is in receipt of  
this list, COUNTY inventory tags will be issued to CONTRACTOR, and  
are to be attached to the item as directed.



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3. DISPOSAL: Approval must be obtained from COUNTY prior to the disposal of any property purchased with funds from this Agreement, regardless of the acquisition value. Disposal (which includes sale, trade-in, discard, or transfer to another agency or program) shall not occur until approval is received in writing from COUNTY.

4. CAPITAL ASSETS:

- a. Capital assets are tangible or intangible assets exceeding \$5,000 that benefit an agency more than a single fiscal year. For capital assets approved for purchase by COUNTY, allowable and non-allowable cost information and depreciation requirements can be found in the Center for Medicare and Medicaid Services (CMS) Publication 15, Provider Reimbursement Manual (PRM) Parts I & II. It is CONTRACTOR'S responsibility to ensure compliance with these requirements.
- b. Any capital asset that was acquired or improved in whole or in part with funds disbursed under this Agreement, or under any previous Agreement between COUNTY and CONTRACTOR, shall either be, at the election of COUNTY as determined by the Director or designee: (1) transferred to COUNTY including all title and legal 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.

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Rev. 16/17

**RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH**  
**Mental Health Services Act**  
**Indirect Program Integrity Form (PIF)**

<b>Billing/Service Period:</b>			
<b>Number of Units Certified:</b>	<b>610</b>	<b>620</b>	<b>Total</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 (If Applicable):</b>	N/A		

I, as an authorized representative of \_\_\_\_\_,  
 HEREBY CERTIFY under penalty of perjury that the services and costs entered are true, accurate, and correct, and in compliance with the requirements as set forth and established in the contract with the RUHS-BH (Riverside University Health System-Behavioral Health) and as stipulated by all Federal, State, and/or County laws and/or policies.

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

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

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

*Please submit completed form to:*  
**ELMR\_PIF@rcmhd.org OR fax to 951-955-7205**

**FY 2016/2017 SCHEDULE I  
BEHAVIORAL HEALTH**

**CONTRACTOR NAME:** RECOVERY INNOVATIONS, INC. - "THE PLACE"  
**PROGRAM NAME:** HHOPE PROGRAM  
**DEPT ID/PROGRAM:** 4100217281-74750-530280  
**REGION/POPULATION:** HOUSING REGION  
**MONTHLY REIMBURSEMENT:** NEGOTIATED RATE  
**YEAR END SETTLEMENT:** ACTUAL COST

*(October 1, 2016 through June 30, 2016)*

TYPE OF MODALITY	Mental Health Promotion/ Community Client Services				TOTAL
RU#(s):	33MMFH				
MODE OF SERVICE:	45				
SERVICE FUNCTION:	10-20				
PROCEDURE CODES:	610-620				
UNIT MEASUREMENT:	MINUTES				
NUMBER OF UNITS:	788,749				
COST PER UNIT:	\$1.00				
GROSS COST:	\$788,749				
<b>LESS REVENUES COLLECTED BY CONTRACTORS:</b>					
A. PATIENT FEES	\$0	\$0	\$0	\$0	\$0
B. OTHER	\$0	\$0	\$0	\$0	\$0
<b>TOTAL CONTRACTOR REVENUES</b>	\$0	\$0	\$0	\$0	\$0
<b>MAXIMUM OBLIGATION</b>	\$788,749	\$0	\$0	\$0	\$788,749
<b>SOURCES OF FUNDING FOR MAXIMUM OBLIGATION:</b>					
A: MEDICAL FFP	\$0	\$0	\$0	\$0	\$0
B: FEDERAL FUNDS	\$526,180	\$0	\$0	\$0	\$526,180
C: REALIGNMENT FUNDS	\$0	\$0	\$0	\$0	\$0
D: STATE FUNDS	\$0	\$0	\$0	\$0	\$0
E: COUNTY FUNDS	\$0	\$0	\$0	\$0	\$0
F: OTHER: (MHSA)	\$262,569	\$0	\$0	\$0	\$262,569
<b>TOTAL ( ALL FUNDING SOURCES)</b>	\$788,749	\$0	\$0	\$0	\$788,749

**FUNDING SOURCES DOCUMENT:** FY1516 CLIB

**ADMIN SVCS ANALYST SIGNATURE:** 

**Date:** 9/6/2016

**FISCAL SERVICES SIGNATURE:** Brandon Clark 

**Date:** 9/9/16

**PREPARED BY:** Twanda Jackson

ASA II

**Date:** 9/6/2016

## SCHEDULE K BUDGET WORKSHEET BEHAVIORAL HEALTH

<b>CONTRACT PROVIDER NAME:</b> RECOVERY INNOVATIONS, INC. - THE PLACE	<b>FISCAL YEAR:</b> 2016/2017
<b>PROGRAM NAME:</b> HHOPE PROGRAM	<b>PERFORMANCE PERIOD:</b> OCTOBER 1, 2016 - JUNE 30, 2017
<b>REGION/POPULATION:</b> HOUSING REGION	<b>MONTHLY REIMBURSEMENT:</b> NEGOTIATED RATE
<b>CONTRACT MAXIMUM OBLIGATION:</b> \$876,438	<b>YEAR END SETTLEMENT:</b> ACTUAL COST

**WESTERN REGION - 33MMFH  
DEPT ID# 4100217281-74750-530280**

### THE PLACE

<b>TYPE OF MODALITY:</b>	INDIRECT SVC	
<b>MODE OF SERVICE:</b>	45	
<b>SERVICE FUNCTION:</b>	10-20	
<b>PROCEDURE CODES:</b>	610-620	
<b>1. Supportive Services</b>	<b>TOTAL</b>	<b>TOTAL CONTRACT</b>
a. Salaries & Wages <i>(per staffing detail worksheet)</i>	\$342,245	
b. Employee Benefits	\$158,711	
c. Food	\$30,849	
d. Household Supplies	\$5,255	
e. Office Supplies	\$1,425	
f. Telephone	\$1,428	
g. Travel & Transportation (vehicle cost, maintenance & fuel)	\$3,907	
<b>Total Supportive Service Expenditures</b>	<b>\$543,820</b>	<b>\$543,820</b>
<b>2. Operating Expenditures</b>		
a. Auto / Property Insurance	\$11,990	
b. Equipment (copier lease)	\$1,160	
c. Lease	\$87,000	
d. Maintenance / Repairs	\$13,000	
e. Utilities	\$26,000	
f. Other Operating Expenses	\$2,899	
<b>Total Operating Expenditures</b>	<b>\$142,049</b>	<b>\$142,049</b>
<b>3. Indirect Administrative Expenses</b>		
a. Administrative Cost (Reports & Claims/RIL Fee)	\$102,880	
<b>Total Indirect Administrative Expenses</b>	<b>\$102,880</b>	<b>\$102,880</b>
<b>Total Program Budget</b>	<b>\$788,749</b>	<b>\$788,749</b>
<b>Total Indirect Administrative Expenses % (Shall Not Exceed 15%)</b>	<b>15.00%</b>	<b>15.00%</b>

SOURCES OF FUNDING FOR MAXIMUM OBLIGATION	
FEDERAL FUNDS:	\$526,181
OTHER (MHSA FUNDS):	\$262,569
<b>MAXIMUM OBLIGATION:</b>	<b>\$788,749</b>

**FUNDING SOURCES DOCUMENT:** FY1516 CLIB

**PREPARED BY:** Twanda Jackson, ASA II

**CONTACT #:** (951) 358-5569

**ADMIN SVCS ANALYST SIGNATURE:**

**DATE:** 9/6/2016

**FISCAL ACCOUNTANT SIGNATURE:**

**DATE:** 9/9/16

**FY1617 Schedule K-1  
Staffing Detail Worksheet**

**Staffing Detail Worksheet**

<b>Classification</b>	<b>Function</b>	<b>FTE</b>	<b>Salary, Wage &amp; Overtime/FTE</b>	<b>Total Salaries, Wages &amp; Overtime</b>	<b>10/1-6/30/2017 Allocation</b>
Regional Allocation	Regional Director	0.10	99,700	9,970	7,810
Direct Care/Administrative	Program Director (RSA I)	0.50	60,329	30,165	23,630
Direct Care/Administrative	Operating Manager	1.00	45,238	45,238	35,437
Direct Care/Administrative	Peer Counselor Specialist	1.00	34,923	34,923	27,357
Direct Care/Administrative	Community Worker	1.00	36,178	36,178	28,340
Direct Care	Peer Counselor	8.00	31,999	255,992	200,533
Direct Care	Driver	0.80	30,538	24,430	19,138
	<b>Total Program Positions</b>	<u>12.40</u>		<u>436,896</u>	<u>342,245</u>

AT #2650  
11-15-16

COUNTY OF RIVERSIDE  
BEHAVIORAL 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: [Signature]

David W. Livingston  
Print Name

Date: 10/24/16

**COUNTY**

By: [Signature]

John J. Benoit  
Chairman, Board of Supervisors

Date: NOV 15 2016

**COUNTY COUNSEL:**

Gregory P. Priamos  
Approved as to form

By: [Signature]  
Deputy County Counsel

**ATTEST:**

KECIA HARPER-IHEM, Clerk

By: [Signature]  
DEPUTY

NOV 15 2016 324

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1  
2 I

3 DESCRIPTION OF SERVICES:

4 CONTRACTOR agrees to provide services in the form as outlined and described in  
5 Exhibit A, Exhibit B, Exhibit C, Schedule I, Schedule K (if applicable) and any other  
6 exhibits, attachments or addendums attached hereto and by this reference incorporated  
7 herein to this Agreement.  
8

9 II

10 PERIOD OF PERFORMANCE:

11 This Agreement shall be effective as of October 1, 2016, and continue in effect  
12 through June 30, 2017. The Agreement may thereafter be renewed annually, by mutual  
13 agreement of the parties, up to an additional two (2) years, subject to the availability of  
14 funds and satisfactory performance of services.  
15

16 III

17 REIMBURSEMENT AND USE OF FUNDS PAYMENT:

18 A. Reimbursement

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

25 D. Lobbying And Restrictions And Disclosures Certification

26 Applicable to federally funded contracts in excess of \$100,000 per 31 U.S.C. Section  
27 1352 and 45 C.F.R. Part 93:  
28

1           1. Certification and Disclosure Requirements

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

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

- 3 (i) A cumulative increase \$25,000, or more in the amount paid or  
4 expected to be paid for influencing or attempting to influence a  
5 covered federal action;  
6  
7 (ii) A change in the person(s) or individual(s) influencing or attempting  
8 to influence a covered federal action;  
9  
10 (iii) A change in the officer(s), employee(s), or member(s) contacted for  
11 the purpose of influencing or attempting to influence a covered  
12 federal action;  
13  
14 (iv) CONTRACTOR who requests or receives from a person referred to  
15 in Paragraph 1(a) of this provision a contract, subcontract, grant or  
16 sub-grant exceeding \$100,000 at any tier under a contract or grant  
17 shall file a certification, and a disclosure form, if required, to the next  
18 tier above; and,  
19  
20 (v) All disclosure forms (but no certifications) shall be forwarded from  
21 tier to tier until received by the entity referred to in Paragraph 1(a) of  
22 this provision. The CONTRACTOR shall forward all disclosure  
23 forms to the COUNTY in order for the COUNTY to forward to  
24 Program/Regional Administrator.

25 E. Prohibition

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