

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



ITEM  
3.25  
(ID # 9539)

MEETING DATE:  
Tuesday, June 18, 2019

FROM : RUHS-BEHAVIORAL HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Approve the Behavioral Health Agreement with Recovery Innovations, Inc. to Provide Adult Residential Care and Wellness Plus Living Program, District 4. [\$1,486,295 for FY19/20; \$1,463,650 Annually for FY20/21 through FY23/24; Plus Up to \$146,365 in Additional Compensation Annually; Total Cost \$7,340,895 for 5 years; State 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Behavioral Health Agreement with Recovery Innovations, Inc. to provide the Adult Residential Care and Wellness Plus Living Program in the amount of \$1,486,294 for the term July 1, 2019 through June 30, 2020, with the option to renew for four additional one-year periods in the amount of \$1,463,650 annually for a total of \$7,340,895 through June 30, 2024 and authorize the Chairman of the Board to sign the Agreement of behalf of the County; 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 amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; and (b) sign amendments to the compensation provisions that do not exceed ten percent (10%) of the annual cost of the contract.

ACTION:Policy

  
Matthew Chang, Director 5/15/2019

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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: June 18, 2019  
xc: RUHS-Behavioral Health, Purchasing

Kecia Harper  
Clerk of the Board  
By   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$0	\$1,486,295	\$7,340,895	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> State 100%			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	19/20 – 23/24

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Riverside University Health System – Behavioral Health (RUHS-BH) utilizes licensed board and care facilities as a less restrictive and less intensive licensed residential level of care for behavioral health clients. The purpose of this level of care is to provide eligible adult clients with supervised and structured residential services including supported programs resulting in the transition of clients into independent living.

Since 1997, various providers have operated a board and care program at the County-owned facility located at 82-485 Miles Avenue in Indio, now known as Desert Sage. On May 1, 2018 (#3.19), the Board of Supervisors approved and authorized RUHS-BH to enter into a Blanket Purchase Order (BPO) agreement with the current operator, Recovery Innovations, Inc.

RUHS-BH desires to expand the board and care program at Desert Sage to include a Wellness Plus Living Program (WPLP), to provide enhanced behavioral health recovery-focused supports. The WPLP services will provide an opportunity for facility residents to continue to recover from their respective illness in a supportive residential setting that is less restrictive than secured inpatient or long-term care facilities.

**Impact on Citizens and Businesses**

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

**Contract History and Price Reasonableness**

On April 10, 2018, request for proposal (RFP) #MHARC-222 for Desert Sage Adult Residential Care Facility WPLP was released via the Public Purchase website, which notified 163 organizations of the funding opportunity. The RFP was accessed and/or downloaded by forty (40) organizations on the Public Purchase website. In addition, an email notification was sent to fifteen (15) individuals on the Desert Sage Bidders list provided by Behavioral Health to inform potential bidders the County was seeking proposals. Recovery Innovations, Inc. (RII) was the only bidder to respond to the RFP.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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RII's proposed program was in-line with the RUHS-BH vision and goals for its consumers at the facility. The evaluation committee recommended moving forward with awarding RII the contract for the Desert Sage WPLP. Their costs are within industry standards for this type of service and staffing levels.

**Additional Fiscal Information**

The FY19/20 contract maximum is \$1,486,295 and includes \$22,645 in startup funding. The contract maximum for FY20/21 through FY23/24 will be \$1,463,650. There are sufficient funds in the Department's FY19/20 budget and no additional County funds are required.

<b>Fiscal Year</b>	<b>Contract Maximum</b>
<b>FY19/20</b>	<b>\$1,486,295</b>
<b>FY20/21</b>	<b>\$1,463,650</b>
<b>FY21/22</b>	<b>\$1,463,650</b>
<b>FY22/23</b>	<b>\$1,463,650</b>
<b>FY23/24</b>	<b>\$1,463,650</b>
<b>Total</b>	<b>\$7,340,895</b>

  
Teresa Summers, Director of Purchasing 5/29/2019

  
Brianna Lentajo, Management Analyst 6/10/2019

  
Gregory H. Priarios, Director County Counsel 6/5/2019

**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.**, an Arizona Non-Profit, 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., Government Code Section 26227 et seq., Part 438 of the Code of Federal Regulation (42 C.F.R 438), 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 42 and Exhibits A, B, C, Schedule I or K and Attachment A - D, attached hereto and incorporated herein, hereinafter referred to as "Agreement."

**CONTRACTOR**

By: 

David Covington, CEO & President  
Print Name

Date: 05-06-2019

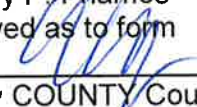
**COUNTY**

By: 

Kevin Jeffries, Chairman  
Board of Supervisors

Date: 6/18/19

**COUNTY COUNSEL:**

Gregory P. Priamos  
Approved as to form  
By:   
Deputy COUNTY Counsel

**ATTEST:**

KECIA R. HARPER, Clerk

By:   
DEPUTY

6.18.19 3:25

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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 to this Agreement.

## **II. PERIOD OF PERFORMANCE**

This Agreement shall be effective as of July 1, 2019, and continue in effect through June 30, 2020. The Agreement may thereafter be renewed annually, by mutual agreement of the parties, up to an additional four (4) years, subject to the availability of funds and satisfactory performance of services.

## **III. REIMBURSEMENT AND USE OF FUNDS**

### **A. Reimbursement**

1. 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 to this Agreement. CONTRACTOR shall submit their National Provider Identification (NPI) and all other required documentation to the COUNTY before reimbursement can be issued to the CONTRACTOR.
2. In accordance with Section 1903(i) of the Social Security Act, COUNTY is prohibited from paying for an item or service:
  - a. Furnished under contract by any individual or entity during any period when the individual or entity is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act.
  - b. Furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person).
  - c. Furnished by an individual or entity to whom the COUNTY has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the COUNTY determines there is good cause not to suspend such payments.
3. With respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.

### **B. Restrictions On Salaries**

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

### **C. Union Organizing**

1. CONTRACTOR will not assist, promote, or deter union organizing by employees performing work on a state service contract, including a public works contract.
2. CONTRACTOR will not, for any business conducted under this Agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
3. If the CONTRACTOR incurs costs, or makes expenditures to assist, promote, or deter union organizing, CONTRACTOR will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and the CONTRACTOR shall provide those records to the Riverside University Health System – Behavioral Health (RUHS-BH) and then to the Attorney General upon request.

D. Lobbying And Restrictions And Disclosures Certification

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

1. Certification and Disclosure Requirements

- a. CONTRACTOR (or recipient) who requests or receives a contract, sub-contract, grant or sub-grant, which is subject to 31 U.S.C., Section 1352, and which exceeds \$100,000 at any tier, shall file a certification consisting of one page, entitled "Certification Regarding Lobbying" that the recipient has not made, and will not make, any payment prohibited by Subsection B of this provision. CONTRACTOR shall submit the signed Certification Regarding Lobbying, Attachment A attached hereto, to RUHS-BH with the Agreement.
- b. CONTRACTOR shall file the Disclosure of Lobbying Activities, Attachment B, attached hereto, if any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this federal grant.
- c. CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- d. CONTRACTOR shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph 1.a herein. An event that materially affects the accuracy of the information reported includes:
  - i. A cumulative increase \$25,000, or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
  - ii. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action;
  - iii. A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action;
  - iv. CONTRACTOR who requests or receives from a person referred to in Paragraph 1.a of this provision a contract, subcontract, grant or sub-grant exceeding



\$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above; and,

- v. All disclosure forms (but no certifications) shall be forwarded from tier to tier until received by the entity referred to in Paragraph 1.a of this provision. The CONTRACTOR shall forward all disclosure forms to RUHS-BH Program/Regional Administrator.

E. Prohibition

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

F. National Provider Identifier (NPI)

All HIPAA covered healthcare providers must obtain an NPI. Provider's site NPIs must be submitted to the RUSH-BH Management Reporting Unit prior to rendering services to clients. CONTRACTORS providing direct or indirect services for State reporting must also submit rendering (individual) provider NPIs and taxonomy code that corresponds with the work they are performing to RUSH-BH Management Reporting Unit for each staff member providing Medi-Cal billable services. CONTRACTOR reimbursement will not be processed unless NPIs are on file with RUHS-BH in advance of providing services to clients. It is the responsibility of each contract provider site and individual staff member that bills Medi-Cal to obtain an NPI from the National Plan and Provider Enumeration System (NPPES). Each contract site, as well as every staff member that provides billable services, is responsible for notifying the National Plan & Provider Enumeration System (NPPES) within 30 days of any updates to personal information (worksite address, name changes, taxonomy code changes, etc.).

#### IV. PROGRAM SUPERVISION, MONITORING AND REVIEW

- A. Pursuant to Welfare & Institutions Code (WIC) Section 5608, Title 9 of the California Code of Regulations (C.C.R.) and Health and Safety Code, services hereunder shall be provided by CONTRACTOR under the general supervision of the COUNTY Director of Behavioral Health, hereinafter called DIRECTOR, or his authorized designee.

1. CONTRACTOR agrees to extend to DIRECTOR or his designee, the COUNTY Contract Monitoring Team, COUNTY Case Management Staff, and other authorized COUNTY, Federal and/or State representatives, the right to enter the program facilities during operating hours to monitor client well-being and the right to review and monitor CONTRACTOR's facilities, programs, policies, practices, books, records, or procedures during operating hours.
2. CONTRACTOR shall participate in the RUHS-BH program monitoring. This consists of contract monitoring by RUHS-BH, which may be annually at the discretion of RUHS-BH, as well as further discretionary reviews occurring on a more frequent basis. Said review may cover clinical, fiscal and/or administrative components.
3. CONTRACTOR further agrees to authorize the COUNTY, under this Agreement, to have access to all COUNTY consumers, to collaborate with treating staff, and to review necessary documents to ensure that the consumer has received all necessary

assessments, all necessary treatment planning with measurable goals, and documented progress towards goals.

4. CONTRACTOR agrees to allow COUNTY to collaborate with CONTRACTOR personnel regarding COUNTY consumer aftercare services and continuity of care with the COUNTY.
- B. As it pertains to the COUNTY and Program Monitoring, if at any point during the duration of this Agreement, the COUNTY determines the CONTRACTOR is out of compliance with any provision in this Agreement, the COUNTY may request a plan of correction, after providing the CONTRACTOR with written notification detailing the basis for the finding of non-compliance.
1. Within thirty (30) days of receiving this separate notification, the CONTRACTOR shall provide a written plan of corrective action addressing the non-compliance.
  2. If the COUNTY accepts the CONTRACTOR'S proposed plan of correction, it shall temporarily suspend other punitive actions to give the CONTRACTOR the opportunity to come into full compliance in the area of deficiency.
  3. If the COUNTY determines the CONTRACTOR has failed to implement an appropriate corrective action, CONTRACTOR's funds may be withheld until compliance is fully achieved.
  4. CONTRACTOR shall cooperate with any such effort by COUNTY including follow-up investigation(s) and interview(s) of witnesses. Failure to cooperate or take corrective action may result in further punitive actions and/or termination of this Agreement.
- C. Notwithstanding the above requirement, as the funds associated with this contract are pass-through funds from other state or federal agencies, CONTRACTOR may be subject to programmatic review by agencies of the State of California or the Federal Government. Any disallowance based on a review by the State of California or the Federal Government are the responsibility of the CONTRACTOR.
- D. If this Agreement is terminated in accordance with Section XLI, TERMINATION PROVISIONS, COUNTY may conduct a final audit of the CONTRACTOR. Final reimbursement to CONTRACTOR by COUNTY shall not be made until 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.
- E. Any audit disallowance adjustments may be paid in full upon demand or withheld at the discretion of the DIRECTOR against amounts due under this Agreement or previous year's Agreement(s).
- F. Notwithstanding the foregoing, the COUNTY reserves the right, at any time and without a thirty (30) day written notice, to disallow or withhold CONTRACTOR funding if and when required for material non-compliance as it pertains to any provision of this Agreement.

## V. COMPLIANCE PLAN

RUHS-BH has established an Office of Compliance for purposes of ensuring adherence to all standards, rules and regulations related to the provision of services and expenditure of funds in

Federal and State health care programs. CONTRACTOR shall establish its own Compliance Plan/Program and provide documentation to RUHS-BH to evaluate whether the Program is consistent with the elements of a Compliance Program as recommended by the United States Department of Health and Human Services, Office of Inspector General. CONTRACTOR's Compliance Program must include the following elements:

A. Designation of a compliance officer who reports directly to the Chief Executive Officer and the Contactor's Board of Directors and compliance committee comprised of senior management who are charged with overseeing the CONTRACTOR's compliance program and compliance with the requirements of this account. The committee shall be accountable to the CONTRACTOR's Board of Directors.

B. Policies and Procedures

Written policies and procedures that articulate the CONTRACTOR's commitment to comply with all applicable Federal and State standards. CONTRACTOR shall adhere to applicable RUHS-BH Policies and Procedures relating to the Compliance Program and/or its own compliance related policies and procedures.

1. CONTRACTOR shall establish and implement procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they arise, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under the Contract.
2. CONTRACTOR shall implement and maintain written policies for all RUHS-BH funded employees, and of any contractor or agent, that provide detailed information about the False Claims Act and other Federal and state laws, including information about rights of employees to be protected as whistleblowers.
3. CONTRACTOR shall maintain documentation, verification or acknowledgement that the CONTRACTOR's employees, subcontractors, interns, volunteers, and members of Board of Directors are aware of these Policies and Procedures and the Compliance Program.
4. CONTRACTOR shall have a Compliance Plan demonstrating the seven (7) elements of a Compliance Plan. CONTRACTOR has the option to develop its own or adopt RUHS-BH's Compliance Plan. Should CONTRACTOR develop its own Plan, CONTRACTOR shall submit the Plan prior to implementation for review and approval to:

RUHS-BH Compliance Officer  
P.O. Box 7549  
Riverside, CA 92513

C. Code of Conduct

1. CONTRACTOR shall develop its own Code of Conduct and shall submit the Code prior to implementation to the following RUHS-BH Program for review and approval:

RUHS-BH Compliance Officer  
P.O. Box 7549

Riverside, CA 92513

2. CONTRACTOR shall distribute to all CONTRACTOR's employees, subcontractors, interns, volunteers, and members of Board of Directors a copy of the Code of Conduct. CONTRACTOR shall document annually that such persons have received, read, understand and will abide by said Code.

D. Excluded/Ineligible Persons

CONTRACTOR shall comply with Licensing, Certification and Accreditation Article in this Contract related to excluded and ineligible status in Federal and State health care programs.

E. Internal Monitoring and Auditing

CONTRACTOR shall be responsible for conducting internal monitoring and auditing of its agency. Internal monitoring and auditing include, but are not limited to billing and coding practices, licensure/credential/registration/waiver verification and adherence to COUNTY, State and Federal regulations.

1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims and billing for same are prepared and submitted in an accurate and timely manner and are consistent with Federal, State and County laws and regulations as well as RUHS-BH's policies and/or agreements with third party payers. This includes compliance with Federal and State health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or its agents.
2. CONTRACTOR shall not submit false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind.
3. CONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CONTRACTOR shall use only correct billing codes that accurately describe the services provided.
4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified by the COUNTY, CONTRACTOR, outside auditors, etc.
5. CONTRACTOR shall ensure all employees/service providers maintain current licensure/credential/registration/waiver status as required by the respective licensing Board, applicable governing State agency(ies) and Title 9 of the California Code of Regulations.

F. Response to Detected Offenses

CONTRACTOR shall respond to and correct detected health care program offenses relating to this Contract promptly. CONTRACTOR shall be responsible for developing corrective action initiatives for offenses to mitigate the potential for recurrence.

G. Compliance Training

CONTRACTOR is responsible for ensuring its Compliance Officer, and the agency's senior management, employees and contractors attend trainings regarding Federal and State standards and requirements. The Compliance Officer must attend effective training and education related to compliance, including but not limited to, seven elements of a compliance

program and fraud, waste and abuse. CONTRACTOR is responsible for conducting and tracking Compliance Training for its agency staff. CONTRACTOR is encouraged to attend RUHS-BH Compliance trainings, as offered and available.

H. Enforcement of Standards

CONTRACTOR shall enforce compliance standards uniformly and through well publicized disciplinary guidelines. If CONTRACTOR does not have its own standards, the COUNTY requires the CONTRACTOR utilize RUHS-BH policies and procedures as guidelines when enforcing compliance standards.

I. Communication

CONTRACTOR shall establish and maintain effective lines of communication between its Compliance Officer and CONTRACTOR's employees and subcontractors. CONTRACTOR's employees may use CONTRACTOR's approved Compliance Hotline or RUHS-BH's Compliance Hotline (800-413-9990) to report fraud, waste, abuse or unethical practices. CONTRACTOR shall ensure its Compliance Officer establishes and maintains effective lines of communication with RUHS-BH's Compliance Officer and program.

- J. In accordance with the Termination provisions of this Agreement, the COUNTY may terminate this Agreement upon thirty (30) days written notice if CONTRACTOR fails to perform any of the terms of the Compliance provisions. At the COUNTY's sole discretion, CONTRACTOR may be allowed up to thirty (30) days for corrective action.

## VI. STATUS OF CONTRACTOR

- A. This Agreement is by and between the COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required. CONTRACTOR assumes the exclusive responsibility for the acts of its employees or agents in the performance of the services to be provided. CONTRACTOR shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any of its employees, agents and/or subcontractors to the extent required by applicable law for any injuries arising from or connected with services performed on behalf of COUNTY pursuant to this Agreement.
- B. CONTRACTOR certifies that it will comply with all applicable state and federal labor laws and regulations, including, but not limited to, those issued by the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor and California Division of Occupational Safety and Health.
- C. CONTRACTOR is responsible for payment and deduction of all employment-related taxes on CONTRACTOR'S behalf and for CONTRACTOR'S employees, including, but not limited, to all federal and state income taxes and withholdings. COUNTY shall not be required to make any deductions from compensation payable to CONTRACTOR for these purposes.
- D. CONTRACTOR shall indemnify COUNTY against any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

- E. CONTRACTOR shall indemnify COUNTY for any and all federal or state withholding or retirement payments which COUNTY may be required to make pursuant to federal or state law.
- F. CONTRACTOR shall maintain on file at all times, and as deemed applicable and appropriate for CONTRACTOR, the following, but not limited to, organization status related documentation:
1. Articles of Incorporation;
  2. Any and all Amendment of Articles;
  3. List of Agency's Board of Directors and Advisory Board;
  4. A resolution indicating who is empowered to sign all contract documents pertaining to the agency;
  5. By-laws and minutes of Board meetings; and
  6. All applicable Federal, State and County licenses and certificates.
- G. CONTRACTOR shall comply with the disclosure to COUNTY of ownership, control, and relationship information as required in 42 C.F.R. Sections 455.101 and 455.104 and 455.105 and 455.434 including but not limited to:
1. Any person with a 5% or more direct or indirect ownership interest in the provider must submit fingerprints when applicable." (42 CFR 455.434(b)(1) and (2).
  2. Contractor will submit the disclosures below regarding the entities' ownership and control. Updated disclosures are required to be submitted with the provider application, before entering into or renewing the contract, within 35 days after any change in the provider's ownership, annually and upon request. Disclosures must include:
    - a. The name and address of any person (individual or corporation) with an ownership or control interest in the network provider.
    - b. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address
    - c. Date of birth and SSN (in the case of an individual)
    - d. Other tax identification number (in the case of a corporation with an ownership or control interest in the managed care entity or in any subcontractor in which the managed care entity has a 5% or more interest)
    - e. Whether the person (individual or corporation) with an ownership or control interest in the Contractor's network provider is related to another person with ownership or control interest in the same or any other network provider of the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the managed care entity has a 5% or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling
    - f. The name of any other disclosing entity in which the Contractor or subcontracting network provider has an ownership or control interest

- g. The name, address, date of birth and SSN of any managing employee of the managed care entity." (42 CFR Part 455.104).

## **VII. ADMINISTRATIVE CHANGE IN STATUS**

- A. An administrative change in status is defined as, but is not limited to, a name change not amounting to a change of ownership, a change in the name of the individual authorized to sign contract documents, moving a facility's service location, when directly related to the services provided hereunder, within the same region, closing a facility with services being offered in another already existing contracted facility, when directly related to the services provided hereunder. If, during the term of the Agreement, there is a change in CONTRACTOR'S administrative status, a detailed description of the change must be submitted to COUNTY in writing on CONTRACTOR'S letterhead as described below. The letter must be signed by the CONTRACTOR's Chairman of the Board or President or Chief Executive Officer, or its designee, and/or a copy of CONTRACTOR's Board minutes authorizing the change be included.
  1. Site addresses, business locations, business ownership, must be provided to COUNTY at least sixty (60) days prior to the effective date of the change.
  2. Signatory authority, management, remittance addresses, tax identification numbers, etc. must be to COUNTY within two weeks of the date of change.
- B. CONTRACTOR is responsible for providing to the COUNTY, annually, at the beginning of each fiscal year and upon execution of the CONTRACTOR'S Agreement, emergency and/or after hour contact information for the CONTRACTOR'S organization. CONTRACTOR'S emergency and/or after hour contact information shall include, but is not limited to, first and last name of emergency and/or after hour contact, telephone number, cellular phone number, and applicable address(s). CONTRACTOR shall provide this information to the COUNTY at the same time the CONTRACTOR provides the COUNTY with annual insurance renewals and/or changes to insurance coverage.
- C. CONTRACTOR shall be responsible for updating this information, immediately and in writing, when changes in CONTRACTOR'S emergency and/or after hour contact information occurs during the fiscal year or prior to the end of the fiscal year. Written CONTRACTOR'S updates of this information shall be provided to the COUNTY in accordance with Section XLV, NOTICES, of this Agreement.
- D. Other changes to the Agreement may result in a more formal Agreement amendment. Involuntary changes of status due to disasters should be reported to the COUNTY as soon as possible.

## **VIII. DELEGATION AND ASSIGNMENT**

- A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in writing by the DIRECTOR (or his designee), prior to CONTRACTOR'S finalization of the subcontract, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provisions that the

DIRECTOR may require, nor shall any subcontract result in, or imply, the creation of a relationship between the COUNTY and any subcontractor.

- B. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.
- C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. Any attempted assignment or delegation in derogation of this paragraph shall be void.
- D. Any change in the corporate or business structure of CONTRACTOR, such as a change in ownership or majority ownership change resulting in a change to the Federal Tax ID, shall be deemed an assignment for purposes of this paragraph.

#### **IX. ALTERATION**

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

#### **X. LICENSES**

- A. CONTRACTOR warrants that it has all necessary licenses, permits, approvals, certifications, waivers, and/or exemptions necessary to provide services hereunder, and as required the laws and regulations of the United States, State of California, the County of Riverside and local governments, and all other appropriate governmental agencies.
- B. All Substance Abuse Prevention Treatment (SAPT) providers will be licensed and/or certified as Drug Medi-Cal and Alcohol and Other Drug (AOD) providers by the State.
- C. CONTRACTOR agrees to maintain these licenses, permits, approvals, certifications, waivers, and exemptions, etc. throughout the term of this Agreement.
- D. 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.

#### **XI. INDEMNIFICATION**

CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.



With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

## **XII. INSURANCE**

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain the following insurance coverage during the term of this Agreement. With respect to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

### **A. Workers' Compensation**

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

### **B. Commercial General Liability**

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

### **C. Fidelity Bond**

CONTRACTOR agrees to a Fidelity Bond or Crime Insurance policy equal to the maximum Agreement amount. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by COUNTY to CONTRACTOR and applies to all of CONTRACTOR'S directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The COUNTY OF RIVERSIDE and its Agents shall be named as a Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious

disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

D. Vehicle Liability

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

E. Professional Liability

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

F. General Insurance Provisions - All Lines

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3. CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material

modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR insurance carrier(s) policies does not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. Certificates of insurance and certified original copies of Endorsements effecting coverage as required herein shall be delivered to Riverside University Health System - Behavioral Health, P.O. Box 7549, Riverside, CA 92513-7549, Contracts Division.
5. It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
6. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
8. CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.
9. Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material breach of the Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

### **XIII. LIMITATION OF COUNTY LIABILITY**

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

### **XIV. WARRANTY AGAINST CONTINGENT FEES**

CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for any commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business.

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

## **XV. NON-DISCRIMINATION**

### **A. Employment**

1. Affirmative Action shall be taken to ensure applicants and employees are treated without regard to their race, religion, color, creed, gender, gender identity, gender expression, national origin, age, marital status, physical, sensory, cognitive or mental disabilities (Age Discrimination Act in Employment [29 CFR Part 1625], Title I of the Americans with Disabilities Act (29 CFR Part 1630). Such affirmative action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from DIRECTOR, or his designee, and/or the United States Equal Employment Opportunity Commission setting forth the provisions of this Section.
2. All solicitations or advertisements for recruitment of employment placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religion, color, creed, gender, national origin, age, sexual preference, marital status or physical, sensory, cognitive or mental disabilities.
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.

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

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, gender identity, gender expression, national origin, age, familial 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.]; Title VIII of the Civil Rights Act of 1968 [42 U.S.C. 3601 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 and 42 CFR §438.206(b)(1) and (c)(3), 42 CFR § 438.6(d)(3) and 42 CFR § 438.3(d)(4).

2. For the purpose of this Agreement, discrimination on the basis of race, religion, color, creed, gender, national origin, age, marital status, sexual preference, or physical, sensory, cognitive, or mental disability includes, but is not limited to, the following: denying an otherwise eligible individual any service or providing benefit which is different, or is provided in a different manner or at a different time, from that provided to others under this Agreement; subjecting any otherwise eligible individual to segregation or separate treatment in any matter related to the receipt of any services; restricting an otherwise eligible individual in any way in the enjoyment of any advantages or privilege enjoyed by others receiving any services or benefit; and/or treating any individual differently from others in determining whether such individual satisfied any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit.
3. CONTRACTOR shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from CONTRACTOR of a complaint with respect to any alleged discrimination in the provision of services by CONTRACTOR'S personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with CONTRACTOR'S resolution of the matter, shall be referred by CONTRACTOR to the DIRECTOR, or his authorized designee, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with COUNTY'S resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the California Department of Health Care Services (DHCS). CONTRACTOR will maintain a written log of complaints for a period of ten (10) years.
4. Where services hereunder are provided in a facility under CONTRACTOR's control, CONTRACTOR will maintain a safe facility in accordance with Title 9, C.C.R., Section 1810.435(b)(2).
5. CONTRACTOR will store and dispense medications in compliance with all applicable State and Federal laws and regulations and COUNTY'S "Medication Guidelines," available from the COUNTY Quality Improvement – Outpatient Division.
6. Where services hereunder are provided in a facility under CONTRACTOR's control, a completed ADA/504 Self-Evaluation (Access to Services) Plan, including a Checklist for Accessibility must be submitted as a part of the application process requirement for contracting. Existing facilities must provide a current written ADA/504 (Access to Services) Plan to the COUNTY at each renewal, including a current Disability Admission and Referral Policy developed in conjunction with the appropriate RUHS-BH Program Administration.
7. CONTRACTORS that relocate must find space that is accessible. CONTRACTORS that renovate their existing space must meet accessibility standards in order to maintain funding, certification or licensure.
8. CONTRACTORS that are not currently accessible to people with disabilities must have a written and posted referral policy and plan developed in conjunction with the appropriate RUHS-BH Program Administration and consumers must be provided with a copy of this policy.

9. CONTRACTOR shall not be required to provide, reimburse for, or provide coverage of a counseling or referral service if the CONTRACTOR objects to the service on moral or religious grounds.
10. If CONTRACTOR elects not to provide, reimburse for, or provide coverage of a counseling or referral service because of an objection on moral or religious grounds, it must furnish information about the services it does not cover as follows:
  - a. To RUHS-BH Program Administrator
  - b. When contract is executed;
  - c. Whenever CONTRACTOR adopts the policy during the term of the Contract;
  - d. Consistent with the provisions of 42 Code of Federal Regulations part 438.10:
  - e. To potential beneficiaries before and during enrollment; and
  - f. To beneficiaries at least thirty (30) days prior to the effective date of the policy for any particular service.
11. CONTRACTOR shall ensure that services provided are available and accessible to beneficiaries in a timely manner including those with limited English proficiency or physical or mental disabilities. CONTRACTOR shall provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities [(42 C.F.R. § 438.206(b)(1) and (c)(3)].
12. CONTRACTOR shall not discriminate against beneficiaries on the basis of health status or need for health care services, pursuant to 42 C.F.R. Section 438.6(d)(3). CONTRACTOR shall not discriminate against Medi-Cal eligible individuals who require an assessment or meet medical necessity criteria for specialty mental health services on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability and will not use any policy or practice that has the effect of discriminating on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability [42 C.F.R. § 438.3(d)(4)].

## **XVI. 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 or by DHCS.

Further, CONTRACTOR agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

## **XVII. 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 (5th) working day of the following month.
- B. Any provider that receives any public funding AOD treatment services and all Narcotic Treatment Program (NTP) providers must report California Outcome Measurement Service (CalOMS) data for all their clients receiving treatment, whether those individual client services are funded by public funds or not.
- C. CONTRACTOR shall provide the COUNTY with applicable reporting documentation as specified and/or required by the COUNTY, DHCS and Federal guidelines. COUNTY may provide additional instructions on reporting requirements.
- D. CONTRACTOR shall comply with the treatment and prevention data quality standards established by the State. Failure to meet these standards on an ongoing basis may result in withholding funds.
- E. If CONTRACTOR provides SAPT services, CONTRACTOR shall submit DATAR (Drug and Alcohol Treatment Access Reports) to the State, due by the 10th day following the end of each month. All providers must log onto the State DHCS website at <http://www.dhcs.ca.gov/Pages/default.aspx> and follow the prompts to submit the DATAR Form. In addition, COUNTY will monitor CONTRACTORS DATAR submission on a monthly basis through the DATAR website. Failure to comply with the DATAR requirements may result in the withholding of CONTRACTOR payments until CONTRACTOR is found to be in compliance with this requirement by the Director and/or its designee.
- F. 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 CONTRACTOR shall make a telephonic report to the State department licensing staff (hereinafter "State") within one (1) working day. CONTRACTOR shall submit an Adverse Incident Report form Attachment C to the COUNTY within twenty-four (24) hours of the incident and a written report to the State within seven (7) days of the event. If a report to local authorities exists which meets the requirements cited, a copy of such a report will suffice for the written report required by the COUNTY.
  - 1. Events reported shall include:
    - a. Death of any resident from any cause;
    - b. Any facility related injury of any resident that requires medical treatment;
    - c. All cases of communicable disease reportable under 17 C.C.R. Section 2502 shall be reported to the local health officer in addition to the State;
    - d. Poisonings;
    - e. Catastrophes such as flooding, tornado, earthquake or any other natural disaster; and,
    - f. Fires or explosions that occur in or on the premises.
  - 2. Information provided shall include the following:
    - a. Residents' name, age, sex, and date of admission;
    - b. Date, time and nature of the event;

- c. Attending physician's name, findings and treatment, if any; and,
  - d. The items below shall be reported to the COUNTY within ten (10) working days following the occurrence.
    - i. The organizational changes specified in Section 10531(a) of this subchapter;
    - ii. Any change in the licensee's or applicant's mailing address; and,
    - iii. Any change of the administrator of the facility. Such notification shall include the new administrator's name, address and qualifications.
  - G. COUNTY reserves the right to perform a further investigation of any and all adverse incidents as outlined in paragraph 6 above at their discretion. Based on the outcome of the adverse incident investigation, COUNTY may suspend CONTRACTOR referrals or terminate CONTRACTOR'S Agreement until COUNTY receives corrective action.
  - H. If CONTRACTOR provides SAPT services, as a condition of receiving reimbursement from the COUNTY must be engaged in following the five key principles of Evidenced Based Predictors of Change according to the Network for the Improvement of Addiction Treatment (NIATX) as follows:
    - 1. Understand and Involve the Customer
    - 2. Focus on Key Problems
    - 3. Select the right change leader
    - 4. Seek ideas from outside the field and organize
    - 5. Do Rapid Cycle testing
  - I. The above-mentioned five (5) key principles of change will be used to improve one (1) or more of the following four (4) NIATX project aims:
    - 1. Reduce Waiting times
    - 2. Reduce No-Shows
    - 3. Increase Admissions
    - 4. Increase continuation rates
- For NIATX appropriate projects view the NIATX website at: [www.NIATX.net](http://www.NIATX.net).
- J. One annual report will be reviewed by the RUHS-BH Substance Use Services Program Administrator or designee each fiscal year during the annual CMT visit for the implementation of one 90-day duration of change, for one of four NIATX project aims. This report is to include the following:
    - 1. Identification of the project aim
    - 2. The base line measure number



3. The change objective: change and percentage
  4. The 90 day measure (30 and 60-day measurements, if available): number and change percentage.
- K. CONTRACTOR must adhere to all applicable Federal, State and County reporting requirements as mandated. The COUNTY shall provide necessary instructions and direction to CONTRACTOR regarding COUNTY policies and procedures for meeting requirements.
- L. CONTRACTOR shall report client and staff data about the CONTRACTOR's program and services as required by the DIRECTOR, or its authorized designee, or by the State, regarding the CONTRACTOR's activities as they affect the duties, roles, responsibilities, and purposes contained in this Agreement, and as may be specifically referenced in Exhibit A. COUNTY shall provide CONTRACTOR with at least thirty (30) days prior written notice of any additional, required reports in this matter. COUNTY shall provide instructions on the reporting requirements as required herein.

**XVIII. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

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

**XIX. CONFIDENTIALITY**

CONTRACTOR shall maintain the confidentiality of all its records, including but not limited to COUNTY records, patient/client records/charts, billing records, research and client identifying reports, and the COUNTY'S management information system in accordance with WIC Sections 14100.2 and 5328 et seq., 42 C.F.R. Sections 431.300 et seq., 42 U.S.C. Section 1320d et seq., the Health Insurance Portability and Accountability Act of 1996, including, but not limited to, 45 C.F.R. Parts 142, 160, 162 and 164, and all other applicable COUNTY, State and Federal laws, regulations, ordinances and directives relating to confidentiality and security of client records and information.

- A. Pursuant to its contract with the State Department of Health Care Services, RUHS-BH requires CONTRACTOR adhere to the following data security requirements:

1. Personnel Controls

Employee Training. All CONTRACTORS and its employees who assist in the performance of functions or activities on behalf of RUHS-BH, or access or disclose RUHS-BH Protected Health Information (PHI) or Personal Information (PI) must complete information privacy and security training, at least annually, at CONTRACTOR's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

2. Employee Discipline

Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

3. Confidentiality Statement

All persons that will be working with RUHS-BH PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The Statement must be signed by the workforce member prior to accessing RUHS-BH PHI or PI. The statement must be renewed annually. The CONTRACTOR shall retain each person's written confidentiality statement for RUHS-BH inspection for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

4. Background Check

Before a member of the workforce may access RUHS-BH PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The CONTRACTOR shall retain each workforce member's background check documentation for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

5. Technical Security Controls

a. Workstation/Laptop Encryption

All workstations and laptops that store RUHS-BH PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved in writing by RUHS-BH's Office of Information Technology.

b. Server Security

Servers containing unencrypted RUHS-BH PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

c. Minimum Necessary

Only the minimum necessary amount of RUHS-BH PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.

d. Removable Media Devices

All electronic files that contain RUHS-BH PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes, etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128 bit or higher, such as AES.

e. Antivirus Software

All workstations, laptops and other systems that process and/or store RUHS-BH PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

f. Patch Management

All workstations, laptops and other systems that process and/or store RUHS-BH PHI or PI must have critical security patches applied with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release. Applications and systems that cannot be patched within this time frame due to

significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Application and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.

g. User IDs and Password Controls

All users must be issued a unique user name for accessing RUHS-BH PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every ninety (90) days, preferably every sixty (60) days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

- i. Upper case letters (A-Z)
- ii. Lower case letters (a-z)
- iii. Arabic numerals (0-9)
- iv. Non-alphanumeric characters (punctuation symbols)

h. Data Destruction

When no longer needed, all RUHS-BH PHI or PI must be wiped using the Gutmann or U.S. Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of RUHS-BH's Office of Information Technology.

i. System Timeout

The system providing access to RUHS-BH PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

j. Warning Banners

All systems providing access to RUHS-BH PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

k. System Logging

The system must maintain an automated audit trail which can identify the user or system process which initiates a request for RUHS-BH PHI or PI, or which alters RUHS-BH PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If RUHS-BH PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

l. Access Controls

The system providing access to RUHS-BH PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

m. Transmission Encryption

All data transmissions of RUHS-BH PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing

RUHS-BH PHI can be encrypted. This requirement pertains to any type of RUHS-BH PHI or PI in motion such as website access, file transfer, and E-Mail.

n. Intrusion Detection

All systems involved in accessing, holding, transporting, and protecting RUHS-BH PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

6. Audit Controls

System Security Review. CONTRACTOR must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing RUHS-BH PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

7. Log Review

All systems processing and/or storing RUHS-BH PHI or PI must have a routine procedure in place to review system logs for unauthorized access.

8. Change Control

All systems processing and/or storing RUHS-BH PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

9. Business Continuity/Disaster Recovery Controls

a. Emergency Mode Operation Plan

CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of RUHS-BH PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

b. Data Backup Plan

CONTRACTOR must have established documented procedures to backup RUHS-BH PHI to maintain retrievable exact copies of RUHS-BH PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore RUHS-BH PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of RUHS-BH data.

10. Paper Document Controls

a. Supervision of Data

RUHS-BH PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. RUHS-BH PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

b. Escorting Visitors

Visitors to areas where RUHS-BH PHI or PI is contained shall be escorted and RUHS-BH PHI or PI shall be kept out of sight while visitors are in the area.

c. Confidential Destruction

RUHS-BH PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

- d. Removal of Data  
Only the minimum necessary RUHS-BH PHI or PI may be removed from the premises of CONTRACTOR except with express written permission of RUHS-BH. RUHS-BH PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of CONTRACTOR's locations to another of CONTRACTOR's locations.
- e. Faxing  
Faxes containing RUHS-BH PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- f. Mailing  
Mailings containing RUHS-BH PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of RUHS-BH PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of RUHS-BH to use another method is obtained.

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

Attention: Behavioral Health Compliance Officer  
Riverside University Health System - Behavioral Health  
P.O. Box 7549  
Riverside, CA 92513

- C. If the security breach requires notification under Civil Code Section 1798.82, CONTRACTOR agrees to assist the COUNTY in any way, in any action pertaining to such unauthorized disclosure required by applicable, Federal, State and/or County laws and regulations.
- D. For the purposes of the above paragraphs, identifying information is considered to be any information that reasonably identifies an individual in their past, present, or future physical or mental condition. This includes, but is not limited to, any combination of the person's first and last name, address, Social Security Number, date of birth, identifying number, symbol, or other identifying particulars assigned to the individual, such as fingerprint or photograph.

## **XX.RECORDS/INFORMATION AND RECORD RETENTION**

All records shall be available for inspection by the designated auditors of COUNTY, State Department of Justice, State DHCS, U.S. Department of Health and Human Services and the U.S Office of the Inspector General at reasonable times during normal business hours. CONTRACTOR shall retain, all records and documents originated or prepared pursuant to CONTRACTOR's or subcontractor's performance under this Agreement, including beneficiary

grievance and appeal records, and the data, information and documentation specified in 42 Code of Federal Regulations parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten (10) years from the term end date of this Contract or until such time as the matter under audit or investigation has been resolved. Records include, but are not limited to all physical and electronic records originated or prepared pursuant to the performance under this Agreement including, but not limited to, working papers, reports, financial records or books of account, medical records, prescription files, subcontracts, any and other documentation pertaining to medical and non-medical services for clients. Upon request, at any time during the period of this Agreement, the CONTRACTOR will furnish any such record or copy thereof, to the COUNTY.

Unless otherwise stated, CONTRACTOR shall include instructions on record retention and include in any subcontract with providers the mandate to keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to Health and Safety Code, Section 14214.1 and 42 CFR 433.32; and 22 CCR section 51341.1.

A. Medical/Client Records

CONTRACTOR shall adhere to the licensing authority, the State Department of Social Services, DHCS and Medi-Cal documentation standards, as applicable. CONTRACTOR shall maintain adequate medical records on each individual patient which includes at a minimum, a client care plan, diagnostic procedures, evaluation studies, problems to be addressed, medications provided, and records of service provided by the various personnel in sufficient detail to make possible an evaluation of services, including records of patient interviews and progress notes. If CONTRACTOR provides SAPT services, all client records shall contain a completed copy of the American Society of Addiction Medicine (ASAM) tool and a copy of the Addiction Severity Index (ASI) tool.

B. Financial Records

CONTRACTOR shall maintain complete financial records that clearly reflect the cost of each type of service for which payment is claimed. Fiscal records must comply with the Code of Federal Regulations (CFR), Title II, Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of the services rendered. Allowable costs shall be those costs defined in Centers for Medicare and Medicaid Services Manual (CMS 15-1) and the DHCS Drug Fiscal System Manual, if applicable, and any changes thereto. Statistical data shall be kept and reports made as required by the DIRECTOR, or his designee, and the State of California. All such records shall be available for inspection by the designated auditors of COUNTY or State at reasonable times during normal business hours.

C. Financial Record Retention

Appropriate financial records shall be maintained and retained by CONTRACTOR for a minimum of ten (10) years or, in the event of an audit exception and appeal, until the audit finding is resolved, whichever is later.

D. Patient/Client Record Retention

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

E. Shared Records/Information

CONTRACTOR and COUNTY shall maintain a reciprocal shared record and information policy, which allows for sharing of client records and information between CONTRACTOR and COUNTY. Except as permitted by law, either COUNTY or CONTRACTOR shall not release these client records or information to a third party without a valid authorization.

F. Records Ownership

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

G. Records Inspection

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

**XXI. STAFFING**

CONTRACTOR shall operate continuously throughout the term of this Agreement in conformance to the staffing expectations as required by state licensing requirements and as may be additionally described in Exhibit A. CONTRACTOR is responsible for ensuring that their personnel are qualified, holding appropriate license(s)/certificate(s) for the services provided in accordance with the WIC Section 5751.2, the requirements set forth in Title 9 of the C.C.R., Health and Safety Code, Sections 11215 et seq., the Business and Professions Code, DHCS policy letters, and any amendments thereto.

- A. CONTRACTOR shall maintain specific job descriptions/duty statements for each position describing the assigned duties, reporting relationship, and shall provide sufficient detail to serve as the basis for an annual performance evaluation.
- B. During the term of this Agreement, CONTRACTOR shall maintain and shall provide upon request to authorized representatives of COUNTY, the following:
1. A list of persons by name, title, and professional degree, including, but not limited to, licensing, experience, credentials, Cardiopulmonary Resuscitation (CPR) Training, First Aid training, languages spoken, Race/Ethnicity with an option to select "Prefer Not to Say" and/or certification and experience of persons providing services hereunder, and any other information deemed necessary by the DIRECTOR or designee. All certifications should comply with applicable California Health and Safety Code of Regulations.

2. Previously established and/or updated Personnel policies and procedures;
3. Updated personnel file for each staff member (including subcontractors, as approved by COUNTY and volunteers) that includes at minimum the following:
  - a. Resume or employment application, proof of current licensure, all applicable employment related certifications, registration;
  - b. List of all applicable trainings during time of employment to present;
  - c. Annual Job performance evaluation; and
  - d. Personnel action document for each change in status of the employee.
- C. Pursuant to 42 CFR 455.434, CONTRACTOR shall conduct criminal background records checks, including fingerprinting on all employees, subcontractors, and volunteers. The CONTRACTOR shall have received a criminal records clearance from the State of California Department of Justice (DOJ) for each employee, subcontractor and volunteer before providing services to RUHS-BH consumers. A signed certification of such clearance shall be retained in each individual's personnel file.
- D. During the term of this Agreement, CONTRACTOR with fifteen (15) or more employees will designate a Disability Access Coordinator. The Access Coordinator is responsible for the development and implementation of the program's ADA/ 504 Self-Evaluation Plan and Annual Updates.
- E. CONTRACTOR shall institute and maintain an in service training program of treatment review and case conferences and/or prevention strategies as appropriate, in which professional and other appropriate personnel shall participate.
- F. The CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable State and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et. seq.
- G. CONTRACTOR shall follow all Federal, State and County policies, laws and regulations regarding staffing and/or employee compensation. CONTRACTOR shall not pay or compensate any of its staff, personnel or employees by means of cash. All payments or compensation made to CONTRACTOR staff, personnel and/or employees in association with the fulfillment of this Agreement shall be made by means of staff, personnel and/or employee Certified Payroll only.
- H. CONTRACTOR is responsible for notifying the COUNTY of all changes to indirect and direct personnel service providers that will have an impact on its Electronic Management of Records (ELMR) system. These changes include, but are not limited to, adding new personnel, modifying existing personnel, or terminating personnel. CONTRACTOR is responsible for completing the Computer Account Request Form (CARF) provided by the designated COUNTY Program Analyst, when such changes occur and will have an impact on ELMR data entry or system access. CONTRACTOR shall submit the completed CARF form to Management Reporting Unit via email at [MRU\\_Support@rcmhd.org](mailto:MRU_Support@rcmhd.org)
- I. CONTRACTOR staff requiring access to ELMR must submit a Virtual Private Network (VPN) Account Request and Agreement Forms, Attachment D to RUHS-BH Program Support via



email at BHPProgramSupport@rcmhd.org. Once the VPN account has been established, The COUNTY's designated Program Analyst or designee will communicate with ELMR Support personnel who will contact the CONTRACTOR to provide ELMR access training.

- J. CONTRACTOR shall be responsible for confirming the identity and determining the exclusion status of its officers, board members employees associates, and agents through routine checks of Federal and State databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM) and the Medical List of Suspended or Ineligible Providers. These databases shall be consulted upon appointment of board members or hiring of employees, associates and agents and no less frequently than monthly thereafter. Pursuant to Exhibit C, Section I.4.c, as part of the monthly invoice submission, CONTRACTOR is required to submit a signed Program Integrity Form (Exhibit C, Exhibit C.A) to COUNTY certifying that they have conducted the required database checks. CONTRACTOR shall notify, in writing within thirty (30) calendar days, if and when any CONTRACTOR'S personnel are found listed on this site and what action has been taken to remedy the matter. CONTRACTOR shall establish their own procedures to ensure adherence to these requirements.

## **XXII. CREDENTIALING**

- A. For all of CONTRACTOR'S licensed, waived, registered and/or certified employees, CONTRACTOR must verify and document the following items through a primary source, as applicable. The listed requirements are not applicable to all provider types. When applicable to the provider type, the information must be verified by the CONTRACTOR unless the CONTRACTOR can demonstrate the required information has been previously verified by the applicable licensing, certification and/or registration board.
1. The appropriate license and/or board certification or registration, as required for the particular provider type;
  2. Evidence of graduation or completion of any required education, as required for the particular provider type;
  3. Proof of completion of any relevant medical residency and/or specialty training, as required for the particular provider type; and
  4. Satisfaction of any applicable continuing education requirements, as required for the particular provider type.
- B. In addition, CONTRACTOR must verify and document the following information from each clinical staff, as applicable, but need not verify this information through a primary source:
1. Work history;
  2. Hospital and clinic privileges in good standing;
  3. History of any suspension or curtailment of hospital and clinic privileges;
  4. Current Drug Enforcement Administration identification number;
  5. National Provider Identifier number;

6. Current malpractice insurance in an adequate amount, as required for the particular provider type;
7. History of liability claims against the provider;
8. Provider information, if any, entered in the National Practitioner Data Bank, when applicable. See <https://www.npdb.hrsa.gov/>;
9. History of sanctions from participating in Medicare and/or Medicaid/Medi-Cal: providers terminated from either Medicare or Medi-Cal, or on the Suspended and Ineligible Provider List, may not participate in the Plan's provider network. This list is available at: <http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp>; and
10. History of sanctions or limitations on the provider's license issued by any state's agencies or licensing boards.

### **XXIII. PHYSICIAN INCENTIVE PLAN**

CONTRACTOR is prohibited from offering Physician Incentive Plans, as defined in Title 42 CFR Sections 422.208 and 422.210, unless approved by RUHS-BH in advance that the Plan(s) complies with the regulations.

### **XXIV. PROGRAM INTEGRITY REQUIREMENTS**

- A. As a condition for receiving payment under a Medi-Cal managed care program, CONTRACTOR shall comply with the provisions of Title 42 C.F.R. Sections 438.604, 438.606, 438.608 and 438.610. CONTRACTOR must have administrative and management processes or procedures, including a mandatory compliance plan, that are designed to detect and prevent fraud, waste or abuse. Pursuant to 42 CFR 438.608 (a)(8), COUNTY shall suspend payments to CONTRACTOR for which there is a credible allegation of fraud.
- B. If CONTRACTOR identifies an issue or receives notification of a complaint concerning an incident of possible fraud, waste, or abuse, CONTRACTOR shall immediately notify RUHS-BH Compliance Officer; conduct an internal investigation to determine the validity of the issue/complaint; and develop and implement corrective action if needed.
- C. If CONTRACTOR's internal investigation concludes that fraud or abuse has occurred or is suspected, the issue if egregious, or beyond the scope of the CONTRACTOR's ability to pursue, the CONTRACTOR shall immediately report to the RUHS Compliance Officer for investigation, review and/or disposition.
- D. CONTRACTOR shall immediately report to RUHS-BH any overpayments identified or recovered, specifying the overpayments due to potential fraud.
- E. CONTRACTOR shall immediately report any information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility, including changes in the beneficiary's residence or the death of the beneficiary.
- F. CONTRACTOR shall immediately report any information about a change in contractor's or contractor's staff circumstances that may affect eligibility to participate in the managed care program.

- G. CONTRACTOR shall implement and maintain processes or procedures designed to detect and prevent fraud, waste or abuse that includes provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered by CONTRACTOR were actually furnished to beneficiaries, demonstrate the results to RUHS-BH and apply such verification procedures on a regular basis.
- H. CONTRACTOR understands RUHS-BH, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time if there is a reasonable possibility of fraud or similar risk.

**XXV. PROHIBITED AFFILIATIONS**

- A. CONTRACTOR shall not knowingly have any prohibited type of relationship with the following:
  - 1. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549 [42 C.F.R. § 438.610(a)(1)].
  - 2. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in this section [42 C.F.R. § 438.610(a)(2)].
- B. CONTRACTOR shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in Federal health care programs (as defined in section 1128B(f) of the Social Security Act) under either Section 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act [42 C.F.R. §§ 438.214(d)(1), 438.610(b); 42 U.S.C. § 1320c-5].
- C. CONTRACTOR shall not have any types of relationships prohibited by this section with an excluded, debarred, or suspended individual, provider, or entity as follows:
  - 1. A director, officer, agent, managing employee, or partner of the CONTRACTOR [42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1)].
  - 2. A subcontractor of the CONTRACTOR, as governed by 42 C.F.R. § 438.230. [42 C.F.R. § 438.610(c)(2)].
  - 3. A person with beneficial ownership of 5 percent (5%) or more of the CONTRACTOR's equity [(42 C.F.R. § 438.610(c)(3)].
  - 4. An individual convicted of crimes described in section 1128(b)(8)(B) of the Act [42 C.F.R. § 438.808(b)(2)].
  - 5. A network provider or person with an employment, consulting, or other arrangement with the CONTRACTOR for the provision of items and services that are significant and material to the CONTRACTOR's obligations under this Contract [42 C.F.R. § 438.610(c)(4)].
- D. CONTRACTOR shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative

services, management, or provision of medical services, or the establishment of policies or provision of operational support for such services [42 C.F.R. § 438.808(b)(3)].

## **XXVI. PROVIDER ADEQUACY**

- A. CONTRACTOR shall submit to RUHS-BH documentation verifying it has the capacity to serve the expected enrollment in its service area in accordance with the network adequacy standards developed by DHCS. Documentation shall be submitted no less frequently than the following:
1. At the time it enters into this Contract with the COUNTY;
  2. On A monthly basis; and
  3. At any time there has been a significant change, as defined by RUHS-BH, in the CONTRACTOR's operations that would affect the adequacy capacity of services, including the following:
    - a. A decrease of twenty-five percent (25%) or more in services or providers available to beneficiaries;
    - b. Changes in benefits;
    - c. Changes in geographic service area; and
    - d. Details regarding the change and CONTRACTOR's plans to ensure beneficiaries continue to have access to adequate services and providers.

## **XXVII. LANGUAGE LINE UTILIZATION**

- A. CONTRACTOR must submit language line utilization detailing monthly use of interpretation services for beneficiaries' face-to-face encounters, telephonic service encounter and 24/7 access line service encounters.
- B. Language line utilization data submission should include the reporting period, the total number of encounters requiring language line services, the language utilized during the encounter requiring language line services, and a reason as to why the services were not provided by a bilingual provider/staff or via face-to-face interpretation for each one of the encounters requiring language line services.
- C. Language line utilization must be submitted to RUHS-BH using the template provided by the RUHS-BH and following the instructions contained on the reporting tool. Completed template must be submitted via email to [ELMRSupport@ruhealth.org](mailto:ELMRSupport@ruhealth.org)

## **XXVIII. TIMELY ACCESS TO SERVICES**

In accordance with 42 C.F.R. § 438.206(c)(1), the CONTRACTOR shall comply with the requirements set forth in Cal. Code Cal. Code Regs., tit. 9, §1810.405, and RUHS-BH Policy #267.

- A. SAPT Services:  
SAPT CONTRACTOR's shall comply with the Timely Access provision identified in Exhibit A. Scope of Work.
- B. Mental Health Services:

CONTRACTOR shall comply with the following Timely Access provisions for Mental Health Services:

1. CONTRACTOR will have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers services to non-Medi-Cal beneficiaries.
2. Routing First Appointments
  - a. Clients who call or walk in to CONTRACTOR's program requesting outpatient mental health services will be offered an appointment in the least restrictive community-based setting with ten (10) business days.
  - b. Clients requesting or being referred for an appointment with a psychiatrist will be offered an appointment with fifteen (15) business days. These requests/referrals will be recorded in the client's chart with the date the request /referral was made.
3. Emergent Appointments  
Clients in need of immediate intervention to prevent significant behavioral health deterioration will be offered a walk-in or scheduled appointment the same day, or will be referred to the closest crisis stabilization unit near to where the client is physically located at that time.
4. Urgent Appointments
  - a. Clients determined to be in need of an urgent appointment where significant behavioral health deterioration is anticipated will be offered an appointment with 48 hours when prior authorization is not required.
  - b. Clients in urgent need of an appointment when prior authorization is required will be offered an appointment within 96 hours.
5. Follow-up Services
  - a. Non-physician, non-urgent appointments will be scheduled within ten (10) days of the request for appointment. This time may be extended if the referring or treating behavioral health professional, or the triage or screening behavioral health professional, as applicable and acting within their scope of practices, determines that a longer waiting time will not have a detrimental impact on the health of the client.
  - b. Periodic office visits to monitor and treat mental health conditions may be scheduled in advance, consistent with professional recognized standards of practice as determined by the treating licensed mental health provider acting within the scope of their practice.
6. Rescheduled Appointments  
In the event that an appointment must be rescheduled, it shall be done in a manner that is appropriate for the client's behavioral health care needs and ensures continuity of care consistent with good professional practices.
7. Appointment Scheduling  
Clients will be offered appointments within the timeframes outlined in the paragraphs above. In circumstances where the client declines an appointment within the specified timeframe, this information will be logged, maintained and reported in a manner consistent with county guidelines.

## **XXIX. CHARITABLE CHOICE**

- A. As Behavioral Health and/or Substance Use service providers and funding recipients, under the State Charitable Choice requirements, CONTRACTOR must adhere to the following:
1. Ensure that CONTRACTOR provides notice to all its clients of their right to alternative services if, when, and where applicable;
  2. Ensure that CONTRACTOR refers clients to alternative services if, when and where applicable; and
  3. Fund and/or provide alternative service if, when and where applicable. Alternative services are services determined by the State to be accessible, comparable, and provided within a reasonable period of time from another Behavioral Health and/or Substance Use provider (or alternative provider if, when and where applicable) to which the client has no objection.
- B. As this Agreement relates to Nondiscrimination and Institutional Safeguards for Religious Providers, the CONTRACTOR shall establish such processes and procedures as necessary to comply with the provisions of Title 42, U.S.C., Section 300x-65 and Title 42, C.F.R. Part 54, (Reference Document 1B) Charitable Choice Regulations. CONTRACTOR shall immediately advise COUNTY of any consumer who has religious objections to CONTRACTOR's program.

**XXX. TRAFFICKING VICTIMS PROTECTION ACT OF 2000**

- A. In accordance with the Trafficking Victims Protection Act of 2000 (TVPA), CONTRACTOR certifies that at the time the contract is executed, CONTRACTOR will remain in compliance with Section 106(g) of the TVPA as amended (22 U.S.C. 7104). The TVPA strictly prohibits any contractor or contractor employee and/or agent from:
1. Engaging in severe forms of trafficking in persons during the period of time that this contract is in effect;
  2. Procuring a commercial sex act during the period of time the contract is in effect; or
  3. Using forced labor in performance of the contract.
- B. Any violation of the TVPA may result in a unilateral termination of this contract without penalty in accordance with 2 CFR Part 175.

**XXXI. IRAN CONTRACT ACT OF 2010**

In accordance with Public Contract Code Section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person [as defined in Public Contract Code Section 2202(e)] engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable. Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code Section 2205.

### **XXXII. CULTURAL COMPETENCY**

The CONTRACTOR shall participate in the State's efforts to promote the delivery of services in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. (42 C.F.R. § 438.206(c)(2).

### **XXXIII. INFORMING MATERIALS**

- A. CONTRACTOR shall provide all COUNTY clients being served by CONTRACTOR 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, acknowledging receipt of the NPP information, and CONTRACTOR must keep client or consumer signed acknowledgement on file every three (3) years upon receipt from client or consumer.
- B. All written materials for potential beneficiaries and beneficiaries with disabilities must utilize easily understood language and a format which is typically at 5th or 6th grade reading level, in a font size no smaller than 12 point, be available in alternative formats and through the provision of auxiliary aids and services, in an appropriate manner that takes into consideration the special needs of potential beneficiaries or beneficiaries with disabilities or limited English proficiency and include a large print tagline and information on how to request auxiliary aids and services, including the provision of the materials in alternative formats [42 C.F.R. 438.10(d)(6)(ii)]. The aforementioned written materials may only be provided electronically by the CONTRACTOR if all of the following conditions are met:
1. The format is readily accessible;
  2. The information is placed in a location on the CONTRACTOR's website that is prominent and readily accessible;
  3. The information is provided in an electronic form which can be electronically retained and printed;
  4. The information is consistent with the content and language requirements of this agreement; and
  5. The beneficiary is informed that the information is available in paper form without charge upon request and CONTRACTOR provides it upon request within five (5) business days [42 C.F.R. 438.10(c)(6)].
- C. CONTRACTOR shall ensure its written materials are available in alternative formats, including large print, upon request of the potential beneficiary or beneficiary with disabilities at no cost. Large print means printed in a font size no smaller than 18 point [42 C.F.R. § 438.10(d)(3)].
- D. CONTRACTOR shall provide the required information in this section to each beneficiary when first receiving Specialty Mental Health Services and upon request [1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), p. 26, attachments 3 and 4; Cal.Code Regs., tit. 9, § 1810.360(e)].

- E. CONTRACTOR shall make the RUHS-BH Provider Directory available to clients in electronic form and paper format upon request. The RUHS-BH Provider Directory is available at <http://www.rcdmh.org/>

#### **XXXIV. CONFLICT OF INTEREST**

- A. CONTRACTOR shall comply with the conflict of interest safeguards described in 42 Code of Federal Regulations part 438.58 and the prohibitions described in section 1902(a)(4)(C) of the Act [42 C.F.R. § 438.3(f)(2)].
- B. CONTRACTOR shall employ no COUNTY employee whose position in COUNTY enables him to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee in any capacity herein, or in any other direct or indirect financial interest in this Agreement.

#### **XXXV. GRIEVANCE AND FAIR HEARING**

- A. CONTRACTOR shall ensure that staff are knowledgeable of and compliant with the RUHS-BH Beneficiary Grievance and Appeals Procedures and ensure that any complaints by recipients are referred to RUHS-BH in accordance with the procedure.
- B. CONTRACTOR shall ensure that staff is knowledgeable of and compliant with State law and RUHS-B policy/procedure regarding the issuance of Notice of Adverse Benefit Determinations (NOABDs).
- C. CONTRACTOR shall place the Grievance Procedure and Appeal Procedure pamphlets and forms in readily accessible and visibly posted in prominent locations in beneficiary and staff areas, including beneficiary waiting areas. Self-addressed envelopes for mailing grievances and/or appeals to Outpatient QI will be located next to the descriptions of the Grievance Procedure and the Appeal Procedure. The grievance, appeals, and self-addressed envelopes must be available to the beneficiary and/or beneficiary representative without the beneficiary and/or beneficiary representative having to make a verbal or written request to anyone.
- D. State and Federal law guarantees beneficiaries a right to a Fair Hearing if services are being denied, terminated, or reduced. CONTRACTOR shall comply with the process established by Federal and State laws and regulations.

#### **XXXVI. PATIENTS' RIGHTS**

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

#### **XXXVII. WAIVER OF PERFORMANCE**

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

#### **XXXVIII. FEDERAL AND STATE STATUTES**



- A. The subcontractor agrees to comply with all applicable Medicaid laws, regulations, a contract provisions, including the terms of the 1915(b) Waiver and any Special Terms and Conditions.
- B. CONTRACTOR shall adhere to the requirements of 42 CFR 438, Title XXII of the Social Security Act and comply with all other applicable Federal and State statutes and regulations, including but not limited to laws and regulations listed in Exhibit B. Additionally, CONTRACTOR shall be required to establish, written policies and procedures consistent with the following requirements; (ii) monitor for compliance with the written procedures; and (iii) be held accountable for audit exceptions taken by DHCS or COUNTY for any failure to comply with these requirements:
  - 1. Health and Safety Code (HSC), Division 10.5, commencing with Section 11760;
  - 2. Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000;
  - 3. Government Code Section 16367.8;
  - 4. Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130;
  - 5. Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-65 and 66;
  - 6. The Single Audit Act Amendments of 1996 (Title 31, USC Sections 7501-7507) and the Office of Management and Budget (OMB) Circular A-133 revised June 27, 2003 and June 26, 2007.
  - 7. Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137;
  - 8. Title 42, CFR, Sections 8.1 through 8.6;
  - 9. Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances;
  - 10. State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).
  - 11. Title 42, CRF, Part 438.
  - 12. Title 22, Division 3, Chapter 3, 51000 et. seq. and
  - 13. Exhibit A, Attachment 1, Article III.PP – Requirements for Services (DHCS-COUNTY Agreement).

**XXXIX.DRUG-FREE WORKPLACE CERTIFICATION**

- A. If State funds are utilized to fund this Agreement as specified in Schedule I or Schedule K, the following Drug-Free Workplace requirements shall apply. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free

Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace doing all of the following:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of controlled substances is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355 (a) to inform employees about all of the following:
  - a. The dangers of substance use in the workplace
  - b. The CONTRACTOR's policy of maintaining a drug-free workplace;
  - c. Any available counseling, rehabilitation, and employee assistance programs; and
  - d. Penalties that may be imposed upon employees for substance use violations.
3. Provide as required by Government Code Section 8355 (a) that every employee who works on the proposed Agreement:
  - a. Will receive a copy of the CONTRACTOR'S drug-free policy statement, and
  - b. Will agree to abide by the terms of the CONTRACTOR'S statement as a condition of employment on the Agreement.
4. Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and the CONTRACTOR may be ineligible for award of future State contracts if the COUNTY determines that any of the following has occurred:
  - a. The CONTRACTOR has made a false certification or,
  - b. Violates the certification by failing to carry out the requirements as noted above.

## **XL. USE OF FUNDS**

- A. Outreach Activities  
Any program receiving Federal funds must agree to do outreach activities for the purpose of encouraging individuals in need of treatment for alcohol and substance abuse to undergo such treatment.
- B. No Unlawful Use or Unlawful Use Message Regarding Drugs  
By signing this agreement CONTRACTOR agrees to comply with the requirements that information produced through these funds, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol- related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3).
- C. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances  
None of the funds made available through this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).
- D. Restriction on Distribution of Sterile Needles

No Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this AGREEMENT shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

E. **Limitation on Use of Funds for Religious Activity**

No state or federal funds shall be used by CONTRACTOR or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by CONTRACTOR or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

**XLI. HATCH ACT**

CONTRACTOR agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

**XLII. TERMINATION PROVISIONS**

- A. Either party may terminate this Agreement without cause, upon thirty (30) days written notice served upon the other party.
- B. Termination does not release CONTRACTOR from the responsibility of securing Protected Health Information (PHI) data.
- C. The COUNTY may terminate this Agreement upon thirty (30) days written notice served upon the CONTRACTOR if sufficient funds are not available for continuation of services.
- D. The COUNTY reserves the right to terminate the Agreement without warning at the discretion of the Director or designee, when CONTRACTOR has been accused and/or found to be in violation of any County, State, or Federal laws and regulations.
- E. The COUNTY may terminate this Agreement immediately due to a change in status, delegation, assignment or alteration of the Agreement not consented to by COUNTY.
- F. The COUNTY may terminate this Agreement immediately if, in the opinion of the Director of Behavioral Health, CONTRACTOR fails to provide for the health and safety of patients served under this Agreement. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper to the COUNTY.
- G. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY may take one or more of the following actions as appropriate:
  - 1. Temporarily withhold payments pending correction of the deficiency;
  - 2. Disallow (that is deny funds) for all or part of the cost or activity not in compliance; or,
  - 3. Wholly or partially suspend or terminate the Agreement, and if necessary, request repayment to COUNTY if any disallowance is rendered after audit findings.
- H. After receipt of the Notice of Termination, pursuant to Paragraphs 1 - 7 above, or the CONTRACTOR is notified that the Agreement will not be extended beyond the termination date as specified in Section II, PERIOD OF PERFORMANCE, CONTRACTOR shall:

1. Stop all services under this Agreement on the date, and to the extent specified, in the Notice of Termination;
  2. Continue to provide the same level of care as previously required under the terms of this Agreement until the date of termination;
  3. If clients are to be transferred to another facility for services, furnish to COUNTY, upon request, all client information and documents deemed necessary by COUNTY to affect an orderly transfer;
  4. If appropriate, assist COUNTY in effecting the transfer of clients in a manner consistent with the best interest of the clients' welfare;
  5. Cancel outstanding commitments covering the procurement of materials, supplies, equipment and miscellaneous items. In addition, CONTRACTOR shall exercise all reasonable diligence to accomplish the cancellation of outstanding commitments required by this Agreement, which relate to personal services. With respect to these canceled commitments, the CONTRACTOR agrees to provide a written plan to Director (or his designee within thirty (30) days for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitments. Such plan shall be subject to the approval or ratification of the COUNTY, which approval or ratification shall be final for all purposes of this clause;
  6. Transfer to COUNTY and deliver in the manner, at the times, and to the extent, if any, as directed by COUNTY, any equipment which, if the Agreement had been completed, would have been required to be furnished to COUNTY;
  7. Take such action as may be necessary, or as COUNTY may direct, for the protection and preservation of the equipment related to this Agreement which is in the possession of CONTRACTOR and in which COUNTY has or may acquire an interest; and,
  8. COUNTY shall continue to pay CONTRACTOR at the same rate as previously allowed until the date of termination, as determined by the Notice of Termination.
- I. The CONTRACTOR shall submit a termination claim to COUNTY promptly after receipt of a Notice of Termination, or on expiration of this Agreement as specified in Section II, PERIOD OF PERFORMANCE, but in no event, later than thirty-two (32) days from the effective date thereof, unless an extension, in writing, is granted by the COUNTY.
- J. In instances where the CONTRACTOR'S Agreement is terminated and/or allowed to expire by the COUNTY and not renewed for a subsequent fiscal year, COUNTY reserves the right to enter into settlement talks with the CONTRACTOR in order to resolve any remaining and/or outstanding contractual issues, including but not limited to, financials, services, billing, cost report, etc. In such instances of settlement and/or litigation, CONTRACTOR will be solely responsible for associated costs for their organizations' legal process pertaining to these matters including, but not limited to, legal fees, documentation copies, and legal representatives. CONTRACTOR further understands that if settlement agreements are entered into in association with this Agreement, the COUNTY reserves the right to collect interest on any outstanding amount that is owed by the CONTRACTOR back to the COUNTY at a rate of no less than 5% of the balance.

- K. CONTRACTOR shall deliver or make available to RUHS-BH all financial records that may have been accumulated by CONTRACTOR or subcontractor under this Contract, whether completed, partially completed or in progress within seven (7) calendar days of said termination/end date.
- L. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**XLIII. DISPUTE**

In the event of a dispute between a designee of the DIRECTOR and the CONTRACTOR over the execution of the terms of this Agreement, the quality of patient services being rendered, and/or the withholding of CONTRACTOR'S payments due to instances such as material non-compliance or audit disallowances or both, the CONTRACTOR may file a written protest with the appropriate Program/Regional Administrator of the COUNTY. CONTRACTOR shall continue with the responsibilities under this Agreement during any dispute. The Program/Regional Administrator shall respond to the CONTRACTOR in writing within ten (10) working days. If the CONTRACTOR is dissatisfied with the Program/Regional Administrator's response, the CONTRACTOR may file successive written protests up through the RUHS-BH's administrative levels of Assistant Director, and (finally) DIRECTOR. Each administrative level shall have twenty (20) working days to respond in writing to the CONTRACTOR.

Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**XLIV. SEVERABILITY**

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

**XLV. VENUE**

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

**XLVI. NOTICES**

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

CONTRACTOR:

COUNTY:

RIVERSIDE UNIVERSITY HEALTH SYSTEM -  
BEHAVIORAL HEALTH  
ATTN: PROGRAM SUPPORT  
P.O. BOX 7549  
RIVERSIDE, CA 92513-7549

#### **XLVII. MEETINGS**

As a condition of this Agreement, CONTRACTOR, if and where applicable, shall agree to attend the mandatory all-provider meetings scheduled quarterly by the Behavioral Health Program Administrator or its designee. Decision making and/or and equivalent and appropriate level of CONTRACTOR'S personnel must attend these meetings. Decision making and/or equivalent and appropriate level personnel are defined by the COUNTY as Program Director level or above. Critical information and data is disseminated at these meetings and will not be provided at any other time. CONTRACTOR failure to attend the mandatory meetings may influence future Agreement renewal.

**EXHIBIT A**  
**SCOPE OF WORK**

**CONTRACTOR NAME:** RECOVERY INNOVATIONS, INC.  
**PROGRAM NAME:** DESERT SAGE ADULT RESIDENTIAL CARE FACILITY WELLNESS PLUS LIVING PROGRAM  
**DEPARTMENT ID:** 4100202346.74700/530280  
4100202346.83550/530220

Recovery Innovations, Inc., hereinafter referred to as CONTRACTOR, shall provide to Riverside University Health System-Behavioral Health, hereinafter referred to as COUNTY, increased support in a residential care facility licensed by the State of California Community Care Licensing (CCL) Division as an Adult Residential Care Facility (aka Board and Care) to mental health consumers requiring a higher level of care than basic care and supervision. These consumers are eligible for community based housing, but have remained at high level of care programs because they need additional supervision and support not available at the basic licensed level of care and supervision. The contract funds are intended to establish additional Wellness Plus Living Program (WPLP) support that is above what is already required by CCL as a condition of licensure.

**A. PROGAM GOALS:**

1. Create opportunities for persons in locked long-term care facilities to return to un-restrictive (unlocked) community-based housing;
2. Assist residents to develop effective illness management skills and life skills that are necessary for migration to housing in longer term semi-independent or independent living housing environments;
3. To increase the quality, pace, and/or rate of recovery related to behavioral health, healthy lifestyles, and overall health and wellness for residents served; and
4. Reduce the need and length of stay in higher cost, higher level of care locked institutional and unlocked treatment facilities (e.g. Adult Residential Treatment Programs).

**B. PROGRAM SERVICES:**

1. Adult Residential Care and Wellness Plus Living Program services at the County owned facility, known as “Desert Sage”, located at 82-425 Miles Avenue, Indio, CA 92201, with the current capacity of 49 beds/residents.
2. In addition to providing basic care and supervision as required by CCL regulations, the primary areas of focus in the program would be to:
  - a. Provide a robust peer-to-peer recovery environment in a residential care setting.
  - b. Improve resident resilience and self-sufficiency vision and values.
  - c. Foster opportunities to improve social skills and the development of community and social connectedness.
  - d. Promote whole health, healthy lifestyles through and integrated health model of care that includes engagement, prevention, education and support.
  - e. Include peer-to-peer evidenced based interventions related to life domains such as behavioral health recovery, illness management, health and wellness, etc.
  - f. Provide additional supports to meet the needs of individuals with co-occurring mental health, substance abuse and/or physical health disorders that are common barriers for the individual to reside in licensed ARFs or succeed in community based living facilities.

3. Support should be individualized and include a combination of group and one-on-one interventions. The areas of service should be offered on a daily basis. Frequency and content of service documentation should accurately reflect residents' participation and progress in each area identified in their RUHS – BH service plan. The Needs and Services Plan shall be developed in partnership with the resident and residents' participation and movement towards goals shall be documented in the resident's individual file.
4. The focus of the WPLP is to help the residents develop self-sufficiency skills so that they move to a less intensive level of support (e.g. basic level adult residential care, room and board homes, supportive permanent housing, independent living, etc.).
5. Desert Sage WPLP shall be considered a longer term, but not permanent, enhanced residential living program. Contract performance outcomes will evaluate length of stay and provider's rate of success in assisting residents to move to a more independent level of housing support.
6. The CONTRACTOR shall obtain CCL approval to admit and assist persons eligible for CCL health condition waivers, including but not limited to, persons using continuous positive airway pressure (CPAP) or similar devices, persons with insulin dependent diabetes and persons with ambulatory limitations, etc. Persons with ambulatory limitations shall not be denied admission if they meet all other admission criteria and the facility has ADA capacity to house persons in wheelchairs. Admission of persons requiring health conditions waivers shall be evaluated jointly with RUHS-BH and the CONTRACTOR'S level of trained staff to assist these residents as required by CCL.
7. Evidenced based trauma-informed behavioral health recovery interventions shall be provided by clinical staff and/or peer support counselors/coaches under the direction of the clinical director. Examples of this would be illness management, WRAP and WHAM, seeking safety, motivational interviewing techniques, cognitive or dialectical behavioral therapies, etc.
8. Services shall include regular and planned interventions to assist residents with co-occurring substance use issues to achieve and sustain substance related recovery.
9. Services shall be based on trauma informed peer-to-peer support, coaching and mentoring.
10. Peer participation in planned recovery activities is expected and activities shall be consistent with the skill development identified through the WRAP and Service Plan process.
11. The CONTRACTOR shall include residents in the planning of residential services consistent with the principles of recovery and resilience.
12. Program / Activities Calendar shall be posted and correspond to the facility's master plan and residents' service plans. The calendar should reflect the areas of services needed, or requested, by the residents. A copy of this must also be submitted to the RUHS – BH Regional Administrator, or designee on a monthly basis.
13. WPLP participants shall receive services through RUHS-BH COUNTY operated or contract outpatient programs, which may include, but not be limited to; outpatient services, Full Service Partnership programs and Peer Resource Centers. However, the contract program will have responsibility for providing complimentary and coordinated on-site support and recovery oriented health and wellness activities. *Note: residents linked to private day-care centers for routine services shall be ineligible for WPLP reimbursement rate for days they participate in all-day day-care programming.*
14. The WPLP shall be expected to coordinate and maximize the residents' opportunities to participate in activities that would support reintegration into the general community. Therefore, the CONTRACTOR shall demonstrate specific linkages with the general treatment and social service system, as a whole, as well as with community resources and supports available to the general population.

WPLP supports shall compliment and augment behavioral health services provided by RUHS–BH County or contract operated outpatient behavioral health and case management



- services. WPLP may include regular and planned interventions to further assist residents with co-occurring substance use issues to achieve and sustain mental health and/or substance related recovery.
15. The WPLP shall be expected to coordinate and maximize the residents' opportunities to participate in activities that would support reintegration into the general community. Therefore, the CONTRACTOR shall demonstrate specific linkages with the general treatment and social service system, as a whole, as well as with community resources and supports available to the general population.
  16. Examples of services consistent with program objectives:
    - a. Reassurance and Structure – closely monitoring resident whereabouts, especially in the resident's initial phase of the program. The goal is to establish a trauma-informed residential setting where residents feel safe in progressing from group outings, to peer outings and ultimately independent trips into the community. Program staff are accessible to residents, spending time interacting with residents, whether in groups, activities, or on an individual basis.
    - b. Medication education – Assisting residents in recognizing and overcoming medication side effects. Empowering consumers to communicate needs effectively with their health and psychiatric providers.
    - c. Utilizing evidenced based illness management techniques such as WRAP and WHAM that promote recovery, resilience and whole person's health.
    - d. Coordination of recovery goals & plans with RUHS-BH providers and significant others.
    - e. Life-skills training that also empower and promote confidence in self-sufficiency skills and abilities in areas such as basic housekeeping, hygiene and personal self-care, budgeting and money management, meal planning/shopping/preparation, etc.
    - f. Additional transportation (not otherwise required by license) – the program will:
      - i. Provide transportation to those activities and appointments (including evenings and weekends as needed) in order to meet the needs and goals of the service plan and to support participation in planned programs.
      - ii. Provide transportation to community activities.
      - iii. Train residents in the use of public transportation as needed.
    - g. Social Skill Development – Supported activities that provide opportunities to develop social and communication skills shall be provided on-site, in a manner that is consumer driven, includes meaningful activities and supports recovery.
    - h. Health Promotion and Prevention – The provider shall develop a plan and schedule of activities that will promote health and wellness. Examples of activities include daily exercise activity, health and sex education, nutrition, smoking cessation education and support, etc.
    - i. Family Involvement – Develop strategies to welcome family and significant others to participate in resident recovery efforts. Coordinate Family Peer activities with RUHS-BH Family Peer Support/Advocate programs and services
    - j. Program Activities - Provide supplies for WPLP activities for residents. The program budget/claim should delineate the types of activities and supplies that are to be funded by the identified WPLP budget allocation. *Note: this allocation is limited to activities not already required by CCL and linked to residents' behavioral health services plan.*
    - k. Maintain meeting minutes of the WPLP Residents' Advisory Council that participates in the development of the proposed monthly activity schedule; planning in-house programs; and participate in problem solving or potential strategies to improve their housing environment or resident/provider collaboration.

17. The CONTRACTOR will be expected to work collaboratively with the RUHS-BH directly operated and contracted outpatient programs (including mental health, drug abuse and integrated care programs) to form an integrated network of care for adults in the mental health system.
18. The CONTRACTOR will maintain close communication with the RUHS-BH designated contract program liaison to insure that contracted services can be accessed in a timely manner and that housing is provided in the least restrictive setting possible.
19. RUHS-BH designated liaison and/or case managers shall participate in both routine and adjunctive WPLP service planning consultation meetings with the provider and consumer in order to insure that the services provided are collaborative and coordinated, and that the goals of the resident are achieved. These meetings may include, and should promote, the participation of family or significant others as necessary and appropriate.
20. CONTRACTOR shall be expected to provide services that establish a welcoming environment that is sensitive to, and inclusive of, residents' ethnic and cultural backgrounds. The CONTRACTOR shall ensure the provision of culturally competent services. Services provided shall be based on values and goals of the adopted RUHS-BH Cultural Competency Plan (see Resource section) available for review at: <http://www.rcdmh.org/ccp>.
  - a. They shall provide written material in RUHS-BH threshold languages (currently English and Spanish).
  - b. Provider shall employ bilingual direct service staff for any threshold language in the number necessary to minimize communication barriers and establish a welcoming environment for program participations.
  - c. If a non-threshold language is necessary, providers shall insure the clinically and culturally appropriate use of interpreters and language interpretative services. The use of off-site (contracted) interpretive services for threshold languages should be short-term and approved by RUHS-BH.
21. The CONTRACTOR shall be required to comply with outcome measures as established by RUHS-BH requirements. This will include but may not be limited to; RUHS-BH Client Satisfaction Surveys, RUHS-BH Provider Satisfaction Surveys, and Measures linked to the WPLP goals.
22. The CONTRACTOR shall develop and maintain emergency plans in compliance with CCL requirements. The plan shall also include contingency plans to continue the delivery of services for a minimum of seven (7) days in the event of a man-made or natural disaster or facility structural emergencies. The plan shall include protocols for orienting every guest on evacuation or emergency procedures and document routine drills for staff. Emergency supplies shall be checked and updated as needed or every six (6) months, whichever is sooner. The Disaster/Emergency plan shall be reviewed, updated and submitted to RUHS-BH annually.

**C. TARGET POPULATION:**

1. Adults ages 18-59, with serious and persistent mental health disorder(s) that significantly impair their ability to live in the community without the services available through the WPLP. The program may house residents who exceed 59 years of age allowed per CCL regulations and based on COUNTY need.
2. Individuals who have reached a level of psychiatric stabilization from an acute or long term psychiatric facility but require continued community based support in a supervised residential setting. These consumers are generally characterized by a history of severe and persistent

mental health disorders that has resulted in significant and disabling functional impairments related to their mental health disorder(s). These consumers would typically be on, or have a history of, LPS conservatorship; and who may have co-occurring substance use or physical health disorders (such as insulin dependent diabetes, utilizes a C-PAP device, has some ambulation challenges, etc. that often are barriers to receiving licensed residential services due to lack of CCL required waivers) that contribute to lack of access to community based support or licensed placement options.

3. Referrals: Potential residents shall be identified by RUHS-BH based appropriateness for community-based residential care, the consumer's need for WPLP level of care, and placement priorities determined by population census/capacity of higher level of care facilities. Referrals shall primarily be identified among RUHS-BH consumers receiving services at:
  - a. IMD, SNF/STP, and State Hospital facilities;
  - b. Adult Residential Treatment Facilities (ARF) and Anne Sippi, Specialized Residential Care Program;
  - c. High service users of acute psychiatric facilities within prior 12 months that have been or, considered for, temporary LPS conservatorship and/or
  - d. Participants in criminal justice diversion programs (e.g. Prop 47 and AB 109).
4. Admissions: RUHS-BH shall work with CONTRACTOR to develop Admission Criteria. Admission denials shall be monitored as a component of Program Outcomes and subject to RUHS-BH review.

**D. FACILITY:**

The Adult Residential Care and WellnessPlus Living Program services will be provided at the County owned facility, known as “**Desert Sage**”, at 82-425 Miles Avenue, Indio, CA 92201, with the current capacity of 49 beds/residents. A licensing agreement (lease) will be transferred to the CONTRACTOR and will be managed by Riverside County Economic Development Agency, Real Estate Division. This zero sum cost agreement will include the use of the facility, utilities, maintenance and landscaping at no cost to the tenant.

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

1. FURNISHINGS AND EQUIPMENT: The facility is currently furnished. Any additional furniture purchases via the contract shall remain the property of the COUNTY. This facility should maintain a residential appearance and meet all State Department of Social Services CCL requirements.
  - a. As summarized in the standards outlined in the Work Area Equipment, Use & Good Neighbor Policy (Exhibit A-1) provided by RUHS-BH.
2. APPROVAL FOR PURCHASE: CONTRACTOR must receive written approval from the COUNTY 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.

**E. GENERAL PROGRAM REQUIREMENTS:**

1. Coordination and Collaboration

The CONTRACTOR will be expected to work collaboratively with the RUHS-BH directly operated and contracted outpatient programs (including mental health, drug abuse and integrated care programs) to form an integrated network of care for adults in the mental health system. The CONTRACTOR will maintain close communication with the RUHS-BH

designated facility liaison to insure that contracted services can be accessed in a timely manner and that housing is provided in the least restrictive setting possible.

RUHS-BH designated liaison and/or case managers shall participate in both routine and adjunctive WPLP service planning consultation meetings with the provider and client in order to insure that the services provided are collaborative and coordinated, and that the goals of the resident are achieved. These meetings may include family or significant others as necessary and appropriate.

2. Cultural and Gender Competence

Program staff shall be expected to provide services that establish a welcoming environment that is sensitive to, and inclusive of, residents' ethnic and cultural background. The provider shall ensure the provision of culturally competent services. Services provided shall be based on values and goals of the adopted RUHS-BH Cultural Competency Plan (see Resource section) available for review at: <http://www.rcdmh.org/ccp>. They shall provide written material in RUHS-BH threshold languages (currently English and Spanish). Provider shall employ bilingual staff for any threshold language in the number necessary to minimize communication barriers and establish a welcoming environment for program participations. If a non-threshold language is necessary, providers shall insure the clinically and culturally appropriate use of interpreters and language interpretative services. The use of off-site (contracted) interpretive services for threshold languages should be short-term and approved by RUHS-BH.

3. Program Outcomes

The CONTRACTOR shall be required to comply with outcome measures as established by RUHS-BH requirements. This will include but may not be limited to:

- a. RUHS-BH Client Satisfaction Surveys.
- b. RUHS-BH Provider Satisfaction Surveys; and
- c. Measures linked to the WPLP goals.

**F. STAFFING REQUIREMENTS:**

1. CONTRACTOR staffing will be, in addition to State CCL required residential care staff, required to provide room and board as well as basic care and supervision services. WPLP staff should be fully qualified and have the required education/training to provide the specialty services required under this contract.
2. The COUNTY will disallow any claim for payment of personnel costs, if the reimbursement requested is for CCL required personnel. Examples of staffing allowed are as follows:
3. Operations:
  - a. Clinical Director with RN License
  - b. Clinical Therapist/Substance Abuse Counselor
  - c. Peer Support Counselors/Community Workers
  - d. Food Service Workers
  - e. The WPLP providers and residential facility staff shall participate in 16 hours of annual staff trauma informed development training focused on improving their skills and ability in working with persons with serious mental health and substance abuse disorders. The CONTRACTOR shall be required to submit their training to RUHS-BH for review and approval. CONTRACTOR'S standard employee training (e.g. HR or safety related) and CCL training requirements may not be used to substitute for this training requirement.
4. All staff shall receive training in principles of good nutrition, good food preparation and storage. Additionally, staff designated to prepare food shall have sufficient training and skills in order to be generally consistent with CCL regulation noted in Title 22, Division 6, Chapter 8, Article 10, Section 87555.

5. Conduct criminal background record checks and receive finger print clearance from the California Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) for all employees, subcontractors and volunteers that work with, interact with and/or whom have access to individuals receiving services.

**G. 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;
3. Is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
4. Has within a three (3) year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
  - a. The CONTRACTOR shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts of omissions of persons directly employed by the CONTRACTOR.
  - b. The CONTRACTOR shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
  - c. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

**H. PROGRAM ADMISSION AND DISCHARGE:**

1. Admissions will be authorized only by designated RUHS-BH staff. Program admissions shall be done through collaborative review and approval with RUHS-BH, based on adopted admission criteria and protocols. Criteria and protocols shall also be consistent with the provisions established by the facility's CCL license requirements.
2. Designated RUHS-BH staff will review and approve admissions to, and discharges from, the Desert Sage Wellness Plus Living Program and work collaboratively with the Desert Sage WPLP staff to establish Individual Needs and Services Plans for each resident.
3. Admission denials shall be referred to the facility Administrator and the RUHS-BH Supervisor for review and resolution.
4. Consumers denied admission by the CONTRACTOR shall be subject to review by RUHS-BH Administrative Management. *Note: Denials that are inconsistent with adopted admission criteria and/or because of diminished service capacity due to provider operational limitations (e.g. staff shortages) will affect eligibility for negotiated bed day reimbursement for any period of diminished capacity.*
5. RUHS-BH designated case managers shall be responsible for coordinating placement into the facility, this includes coordinating any pre-placement visits and interviews, insuring that CCL placement needs and health assessments are scheduled and completed. It also

includes assisting in the coordination and scheduling follow-up RUHS-BH services (e.g. intake assessments, initial psychiatric evaluations, transfer of existing prescription medications, etc.). The provider shall be responsible for arranging for ongoing physical health care services and needs.

6. All referrals/admissions shall be made and approved by RUHS-BH designated staff. Currently, the following WPLP referral eligibility criteria include:
  - a. Consumers who are being discharged from a State Hospital, IMD, SNF/STP facility and who require a higher level of residential support as they transition back to community based living;
  - b. Consumers transitioning from higher level residential programs (i.e. Anne Sippi, Adult Residential Treatment facilities) who need ongoing support consistent with their recovery need;
  - c. Consumers who have been admitted to an acute psychiatric inpatient unit two (2) or more times within the last six (6) months and/or have required temporary LPS conservatorship prior to inpatient discharge;
  - d. Consumers who are not able to independently follow an agreed upon treatment plan and are at risk of re-hospitalization and have been ineffectively served by other outreach attempts;
  - e. Consumers who have a long history of excessive service utilization with minimal beneficial response;
  - f. Consumers who needs have been unsuccessfully meet though basic level residential care, supervision, and are at risk of return to a more restricted level of care.

*Note: RUHS – BH may establish placement priority to categories a and b for consumers on LPS conservatorship.*

7. Generally, admission will occur between 8:00 a.m. to 5:00 p.m., Monday through Friday. Weekend admissions may be authorized by RUHS-BH if the admission is pre-authorized and the coordination of supports (e.g. medications) and admission protocols are followed and comply with CCL requirements.
8. Planned discharge will occur as a coordinated effort between RUHS-BH and the CONTRACTOR. RUHS-BH shall work with the selected provider to establish discharge criteria and protocols. Discharge criteria shall be based on demonstrated progress and stability related to functional impairments. Examples of progress/stability indicators may include but may not be limited to:
  - a. Length of time since last hospitalization or stay in a higher level of care.
  - b. Symptom stability as well as active and effective progress on illness management and self-sufficiency indicators.
  - c. Improved self-care and self-sufficiency (e.g. personal hygiene, money management, etc.) that have contributed to placement failures in a basic level of care facility.
  - d. Objective and measurable improvement in social skills and/or peer interactions.
  - e. Progress toward sobriety and/or length of time without drug / alcohol involvement;
  - f. Indication that the resident no longer requires enhanced residential support and can progress to a licensed facility that provides only basic care and supervision levels of support; and/or
  - g. Ability to self-manage physical health care needs and live in an unassisted residential setting.

#### **I. DOCUMENTATION OF SERVICES:**

1. The awarded CONTRACTOR shall maintain appropriate records documenting all of the services provided to, or on behalf of, the residents served through the WPLP contract. The documentation of staffing, payroll, other program costs, and program activities shall clearly

indicate WPLP program staff time that is separate from basic residential care staff. These records shall conform to the requirements of the licensing authority, the State Department of Social Services and RUHS-BH. Mental Health services provided by the CONTRACTOR are not considered specialty mental health services and therefore, not eligible for third party reimbursement. A formal Electronic Health Record system is not required to provide services; however, electronic based reporting, service documentation and outcome tracking will be required. RUHS – BH shall establish protocols related to documentation frequency requirements (daily s. weekly) based on WPLP intervention type/status.

2. These records shall include, but are not limited to:
  - a. Adverse incident reports - The CONTRACTOR will document all adverse incidents affecting the physical and emotional welfare of consumers in accordance with RUHS-BH policy and CCL regulations. Examples of adverse incidents include, but are not limited to; serious physical harm to self or others, serious destruction of property, elopements, etc. The CONTRACTOR will notify appropriate RUHS-BH programs/staff (including the Public Guardian for public conservatee) and Community Care licensing within twenty-four (24) hours of any serious adverse incidents affecting consumers' welfare. Furthermore, the CONTRACTOR shall also provide RUHS-BH a copy of any organizational adverse incident review reports for serious events as requested by the designated RUHS-BH Administrative Manager.
  - b. Provide an accurate daily census to RUHS-BH staff via Internet at intervals established by the RUHS-BH.
  - c. All Protected Health Information records must comply with Federal and State regulations, HIPAA, and RUHS-BH policies and procedures. Records shall conform to the requirements of the State Licensing Authority, CCL.
  - d. Records maintained at the facility by CONTRACTOR on behalf of RUHS-BH are the property of RUHS-BH.
  - e. Data entry into the COUNTY Management Information System as specified by RUHS-BH.

**J. CONTRACT PERFORMANCE MONITORING:**

1. CONTRACTOR shall participate in the RUHS-BH annual contract monitoring and more frequent program reviews as required by RUHS-BH. RUHS-BH Administrative Management, Program Administrator/Manager, Supervisor, or staff person with proper identification shall be allowed to enter and inspect the facility at any time.
2. CONTRACTOR will be assigned a designated RUHS-BH program monitor, and shall be accountable to the program monitor. CONTRACTOR shall submit monthly client specific bed day reports to the designated RUHS-BH representative as defined by RUHS-BH.
3. The monthly contract monitoring report will be delivered to the program monitor and Regional Administrative Manager in the form of an electronic document.

**K. PERFORMANCE OUTCOMES:**

1. The renewal of a contract between RUHS-BH and awarded CONTRACTOR is contingent upon CONTRACTOR'S ability to meet or exceed the following performance outcomes: CONTRACTOR shall maintain an overall 90% satisfied consumer rating with service level on their customer satisfaction surveys. CONTRACTOR shall be responsible to work with consumer representatives, family members, and staff to design and develop a "Consumer Satisfaction Questionnaire" to measure consumers' satisfaction with the program. The CONTRACTOR shall submit the questionnaire to the COUNTY for approval before administering it to consumers. CONTRACTOR shall request that all consumers complete the

satisfaction survey at time of discharge, and mail to RUHS-BH contract monitor. Consumers shall be asked to complete this questionnaire anonymously. CONTRACTOR shall make the necessary arrangements with third parties to provide consumers with assistance to complete the questionnaire if needed. RUHS-BH shall tabulate and summarize the results and make copies of all surveys received available to the CONTRACTOR bi-annually.

2. CONTRACTOR shall maintain an overall 85% satisfied customer rating with collaborative partners (e.g. RUHS-BH programs and affiliate providers that support Desert Sage WellnessPlus consumers during and after their stay.). CONTRACTOR shall be responsible to work with RUHS-BH representatives to design and develop a "Collaborative Partner Consumer Satisfaction Questionnaire" to measure consumer satisfaction with the program. The survey shall measure areas such as accessibility, quality of care, effective and timely coordination of care, discharge planning, coordination and follow-through.
3. CONTRACTOR and RUHS-BH shall collaborate on the most efficient method of bi-annual survey distribution. RUHS-BH shall tabulate and summarize the results and make copies of all surveys received available to the CONTRACTOR. CONTRACTOR shall be accountable via reimbursement rates to ensure compliance with admission criteria or for denied admissions due to lack of adequate staff coverage.
4. RUHS-BH reserves the right to modify these Performance Outcomes.

**L. REGULATORY COMPLIANCE:**

CONTRACTOR(s) shall:

1. Comply with any and all Federal, State, or local laws and licensing regulations including but not limited to:
  - a. State of California Department of Social Services Community Care Licensing Division Regulations;
  - b. Riverside University Health System - Behavioral Health policies and procedures;
  - c. Federal Fair Housing regulations; and
  - d. County and City Ordinances and Regulations.
2. Participate in the RUHS-BH annual contract monitoring as well as more frequent program reviews. Any associated RUHS-BH Administrator, Manager, Supervisor, medical, clinical, para-professional staff or RUHS-BH Designee, with proper identification and established provider responsibility for the program or guest consumers, shall be allowed to enter and inspect the facility.
3. Maintain at all times appropriate licenses and permits to operate the programs pursuant to State laws and local ordinances.

**M. REIMBURSEMENT:**

1. Reimbursement for the cost of delivering the services described shall not exceed the negotiated rate resulting from negotiations with the RUHS-BH. The negotiated rate will include the cost per bed day, per consumer. RUHS-BH shall not reimburse for vacant bed-day costs when the vacancy is due to CONTRACTOR non-compliance with admission standards and/or staff shortages.
2. The COUNTY shall pay awarded CONTRACTOR for services performed and expenses incurred not to exceed the maximum agreement amount. Compensation shall be paid in accordance with a properly prepared invoice submitted and monthly service data summary within five (5) days from the last day of each calendar month. CONTRACTOR shall submit a Program Integrity Form (PIF) for COUNTY to process payment. COUNTY shall pay the invoice thirty (30) working days from the date of receipt of the invoice/PIF.



3. The provider is responsible for obtaining reimbursement for the cost of the room and board, and care and supervision, directly from the consumer or their representative payee. The CONTRACTOR shall also be designated as a provider of indigent housing via RUHS-BH Life Support program. Therefore, the provider may seek SSD/SSI rate of reimbursement from RUHS-BH for room and board/care and supervision services for indigent residents with prior authorization through the Life Support Program.
4. RUHS-BH shall establish premium bed day rates of an additional 10% for each bed occupied above 44 beds.

**N. DISASTER PREPAREDNESS:**

The CONTRACTOR shall develop and update contingency plans to continue the delivery of services for a minimum of seven (7) days in the event of a man-made or natural disaster or facility structural emergencies. The plan shall include protocols for orienting every guest on evacuation or emergency procedures and document routine drills for staff. Emergency supplies shall be checked and updated as needed or every six (6) months, whichever is sooner. The Disaster/Emergency plan shall be reviewed, updated and submitted to RUHS-BH annually.

**O. COUNTY SUPPORT AND TECHNICAL ASSISTANCE:**

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

## EXHIBIT A-1

### Work Area Equipment, Use & Good Neighbor Policy

#### Purpose:

1. Establish consistent and equally applied standards for work area/facility use.
  2. Communicate expectations regarding responsible use of county resources.
  3. Insure and maintain a safe, professional, clean, supportive environment for all program staff (both shared cubicle and private office workstation work assignments).
- 

#### Policy:

1. Shared work areas (front office and cubicle areas) need an atmosphere that allows all staff to be able to focus and concentrate on the work they are performing. Similar to a "library" environment, all employees need to make every effort to support a non-disruptive noise level in all shared work areas. All staff are to use *low volume* "indoor" voices and be aware of co-workers around them that are attempting to concentrate on their work. Refrain from using the speaker feature on phones or attempting to have conversations across work areas (e.g. across or over cubicles or down a hallway) in a manner that requires raised voices and result in loud conversations that disrupt the concentration and work of others in the area. Avoid having prolonged client related conversations/ consultations in shared office areas. These conversations are best conducted in more private areas such as interview rooms or small conference rooms. This will serve to both protect client privacy and avoid prolonged distracting conversations in shared work areas.
2. Personal calls during regular workday via either county phone or personal phone are not permitted, unless it is an emergency. Personal cell phone use, including all personal text messaging, should be restricted to breaks and lunch periods (**DOMH Policy 611**). Staff are also expected to have personal cell phones set on vibrate *or* a very low ring tone so as not to disturb fellow employees. Cell phone Blue Tooth or ear bud devices are not permitted.
3. *Board of Supervisor Policy H04 prohibits personal, non-job related equipment such as refrigerators, microwaves, radios, heaters, etc. Therefore, use of energy provided/funded by the County must be limited to county business and the provision of services.* In order to promote energy efficiency and responsible use of county resources the following provisions apply:
  - a. Battery powered personal equipment such as MP3 players are allowed. Limitations to personal music devices with ear-bud devices include:
    - i. They may not be used if the MP3 player is cell phone based (see #2).
    - ii. They may not be used in areas in view of the public.
    - iii. May not be permitted if there is evidence that the use appears to interfere with the employee's performance of assigned duties
  - b. The under-head lighting in workstations is be turned off at the end each employee's workday.
  - c. Computers must be completely powered down at the end of each employee's workday. In addition to the computer tower, this includes monitors and printers. Sleep function is not considered powered down.

- d. Break rooms that include areas and power for refrigerators, microwave ovens, toasters, coffee pots, etc. are for staff use in all facilities. The installation of kitchen small appliances in personal work areas is not permitted. This includes small refrigerators, small ovens, coffee pots, etc. Additional areas that create secondary common areas for small appliances may be established in order to improve access in larger facilities upon the recommendation of the program supervisor and approved; however, provisions must be made to insure that the additional area will not result in above normal facility wear and maintenance.
4. Staff are required to use approved cubicle and wall hardware in posting and hanging signs. Push pins, tape and Velcro are not approved hanging hardware as they damage the cubicle fabric and walls and you may be held responsible for damages. For approved cubicle and wall hardware please see your supervisor.
5. Scotch tape, regular masking tape, duct tape, electrical tape, wall tacks, push pins, staples and nails are never to be used to post notices or decorations. Painter's tape or Frog tape may be used for the temporary hanging of seasonal or special event decorations but must be removed within 3 weeks to avoid paint damage. Lucite frames and stands should be used for posting notices (not taped to glass, doors or walls). Consult with your supervisor for approved methods of posting temporary signs.
6. *Nails, push pins, tacks, staples or duct tape may not be used to hang items on walls. Only 3M type removable devices may be used. Bulletin boards may be used but must be installed by EDA Facilities Management.*
7. It is the responsibility of all staff to maintain a clean work environment. Staff are responsible for cleaning up all accidental dirt, stains, spills, etc. that they create. **(Riverside County Safety Manual Documents 201 & 1001).**
8. Food/eating is not permitted in the business office. Food is allowed at your workstation as long as it is not in view of consumers and the public. Employees are expected to be sensitive to any odor their food selection creates for co-workers in shared work areas. *Please clean up your workstation after all meals. Employees who choose to eat in the workstation are responsible for spot cleaning carpet for any spills and stains.* In addition, all discarded food items shall be placed in covered trash receptacles and shall not be discarded in workstation trash receptacles.
9. Staff may bring personal decorative items from home for their cubicle workstation. In doing so, the following must be considered:
  - a. *Items should be made only of County approved fire resistant materials (Riverside County Safety Manual Document 1001).*
  - b. Workstations in view of the public must maintain a professional business décor and may not be cluttered with personal mementos. The overall workstation must remain neat and professional, regardless of whether or not the area is in view of the public. Artwork and personal photographs shall be appropriate for a business/professional environment.
  - c. Personal items must not inhibit the effectiveness and utilization of the workstation for its intended purpose.
  - d. Personal items must not detract one self or others from accomplishing their work related duties.

- e. Work areas in view of the public (i.e. lobbies) must remain neat and free of clutter. Staff should consult with their supervisor to obtain any organizational resources that will facilitate a clean, professional appearance.

Note: RUHS-BH Contract providers leasing and operating in county owned facilities shall insure compliance with numbers 3 (*italics*) and a & d, 4, 5, 6, 7, and 8 (*italics*). Contract providers will be responsible for facility and equipment damage and repair costs that are not due to normal wear and tear but related to provider employee negligence and non-compliance with these standards and may not be applied to the contract service cost.

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

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

**FEDERAL**

42 C.F.R Part 438  
Drug-Free Workplace Act (DFWA) - 1990  
National Voter Registration Act of 1993  
42 C.F.R. §438.608 (Program Integrity Requirements)  
McKinney-Vento Homeless Assistance Act, Public Law 101-645 (Homeless Services)  
Trafficking Victims Protection Act (TVPA) of 2000  
45 C.F.R. § 205.50

**STATE**

Mental Health Services – Welfare and Institutions Code § 5000 to 5914  
Laura’s Law – Assembly Bill 1367  
The California Child Abuse and Neglect Reporting Act (CANRA) 2013  
Confidentiality of Medical Information Act – Civil Code §§ 56 et seq.  
Senate Bill 35 (SB35), Chapter 505, Statutes of 2012  
Government Code § 26227 (Contracting with County)  
Government Code § 8546.7 (Audits)  
Penal Code §§ 11164-11174.4 et seq. - (Child Abuse and Neglect Reporting)  
Welfare & Institution Code §§ 14705 and 14725  
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 Competence – 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

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.  
**PROGRAM NAME:** DESERT SAGE ADULT RESIDENTIAL CARE FACILITY  
WELLNESS PLUS LIVING PROGRAM  
**DEPARTMENT ID:** 4100202346.74700/530280  
4100202346.83550/530220

**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:

- The Negotiated Rate, as approved by the COUNTY, per unit as specified in the Schedule I, multiplied by the actual number of units of service provided, less revenue collected.
- One-twelfth (1/12th), on a monthly basis of the overall maximum obligation of the COUNTY as specified herein.
- Actual Cost, as invoiced by expenditure category specified in Schedule K.

2. CONTRACTOR'S 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%.

- The final year-end settlement for non-Medi-Cal services (only) shall be based upon the actual number of County approved units of service multiplied by the actual allowable cost per unit of service provided; or the Riverside County Maximum Allowable Rate (RCMAR) for Mental Health Services or Substance Abuse Prevention Treatment Services; or customary charges (published rate), whichever is the lowest rate, less revenue collected.
- The final year-end settlement for Medi-Cal services (only) shall be based on final State approved Medi-Cal units, multiplied by the actual allowable cost per unit of service provided; or the Riverside County Maximum Allowable Rate (RCMAR) for Mental Health Services; or RCMAR for Drug Medi-Cal Services; or customary charges (published rate), whichever is the lowest rate, less revenue collected.
- The final year-end settlement for Opioid Treatment Program (OTP) Medi-Cal services (only) shall be based on final State approved Medi-Cal units, multiplied by the State Drug Medi-Cal rate, or customary charges (published rate), whichever is lower, less revenue collected.
- The final year-end settlement for Negotiated Rate services (only) shall be based upon the Negotiated Rate, as approved by the COUNTY, multiplied by the actual number of

units of service provided and approved by the COUNTY, less revenue collected for the provision of services.

- The final year-end settlement for ancillary, start-up, expenditure and or flexible spending categories shall be based on actual allowable cost, less revenue collected, as specified in the Schedule I and/or Schedule K.
- The final year-end and local match settlement for EPSDT Local Match contract(s) shall be based on the COUNTY final State EPSDT settlement.

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

**B. MAXIMUM OBLIGATION:**

COUNTY'S maximum obligation for FY 2019/2020 shall be \$1,486,295 subject to availability of applicable Federal, State, local and/or COUNTY funds.

**C. START-UP REIMBURSEMENT**

1. If and when applicable, items to be purchased through Start-Up funds are to be pre-approved by the COUNTY prior to purchase. CONTRACTOR will submit a formal, written request for purchases to the Program Manager or designee. This request shall include estimated costs, justification for purchase, and proof of price reasonableness.
2. CONTRACTOR will be paid in arrears based upon the actual cost of pre-approved items up to the maximum Start-Up cost obligation. CONTRACTOR will submit a claim on their stationery to include proof of cost(s) for said Start-Up items. Claims shall be submitted to the appropriate Program or Regional Manager/Administrator RUHS-BH, no later than the tenth (10th) working day of each month. Start-Up cost claims shall be submitted separately from the claim for Agreement Client Services.

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

1. APPROVAL FOR PURCHASE: Any equipment or furnishings are required to be approved by COUNTY in writing prior to making purchase. Any equipment or furnishings not approved by COUNTY prior to purchase shall not be reimbursed by COUNTY either as a start up or operating cost at any time.
2. OWNERSHIP: Equipment and furnishings purchased through this Agreement are the property of COUNTY. Procedures provided by COUNTY for the acquisition, inventory, control and disposition of the equipment and the acquisition and payment for administrative services to such equipment (e.g. office machine repair) are to be followed.
3. INVENTORY: CONTRACTOR shall maintain an internal inventory control system that will provide accountability for equipment and furnishings purchased through this Agreement, regardless of cost. The inventory control system shall record at a minimum the following information when property is acquired: date acquired; property description (to include model number); property identification number (serial number); cost or other basis of valuation; funding source; and rate of depreciation or depreciation schedule, if applicable. An updated inventory list shall be provided to COUNTY on a semi-annual basis, and filed with the Annual Cost Report. Once COUNTY is in receipt of this list, COUNTY inventory tags will be issued to CONTRACTOR, and are to be attached to the item as directed.



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

**E. 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.

**F. MEDI-CAL (M/C):**

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

**G. LOCAL MATCH REQUIREMENTS:**

- If box is checked, 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.

**H. REVENUES:**

As applicable:

1. Pursuant to the provisions of Sections 4025, 5717 and 14705 of the Welfare & Institutions Code, and as further contained in the State Department of Health Care Services Revenue Manual, Section 1, CONTRACTOR shall collect revenues for the provision of the services described pursuant to Exhibit A. Such revenues may include but are not limited to, fees for services, private contributions, grants or other funds. All revenues received by CONTRACTOR shall be reported in their annual Cost Report, and shall be used to offset gross cost.

2. CONTRACTOR shall be responsible for checking and confirming Medi-Cal eligibility for its patient(s)/client(s) prior to providing and billing for services in order to ensure proper billing of Medi-Cal.
3. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance, Medicare, or other third party benefits shall be determined by the CONTRACTOR at all times for billing or service purposes. CONTRACTOR shall pursue payment from all potential sources in sequential order, with Medi-Cal as payor of last resort.
4. CONTRACTOR shall notify COUNTY of patient/client private insurance, Medicare, or other third party benefits.
5. CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare certified and if CONTRACTOR staff is enrolled in Medicare program), then insurance and then first party. In addition, CONTRACTOR is responsible for adhering to and complying with all applicable Federal, State and local Medi-Cal and Medicare laws and regulations as it relates to providing services to Medi-Cal and Medicare 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 be provided to the COUNTY within thirty (30) days of receipt of the EOB date.
7. CONTRACTOR is obligated to collect from the client any Medicare co-insurance and/or deductible if the site is Medicare certified or if provider site is in the process of becoming Medicare certified or if the provider is enrolled in Medicare. CONTRACTOR is required to clear any Medi-Cal Share of Cost amount(s) with the State. CONTRACTOR is obligated to attempt to collect the cleared Share of Cost amount(s) from the client. CONTRACTOR must notify the COUNTY in writing of cleared Medi-Cal Share of Cost(s) within seventy-two (72) hours (excluding holidays) of the CONTRACTOR'S received notification from the State. CONTRACTOR shall be responsible for faxing the cleared Medi-Cal Share of Cost documentation to fax number (951) 955-7361 OR to your organization's appropriate COUNTY Region or Program contact. Patients/clients with share of cost Medi-Cal shall be charged their monthly Medi-Cal share of cost in lieu of their annual liability. Medicare clients will be responsible for any co-insurance and/or deductible for services rendered at Medicare certified sites.
8. All other clients will be subject to an annual sliding fee schedule by CONTRACTOR for services rendered, based on the patient's/client's ability to pay, not to exceed the CONTRACTOR'S actual charges for the services provided. In accordance with the State Department of Health Care Services Revenue Manual, CONTRACTOR shall not be penalized for non-collection of revenues provided that reasonable and diligent attempts are made by the CONTRACTOR to collect these revenues. Past due patient/client accounts may not be referred to private collection agencies. No patient/client shall be denied services due to inability to pay.
9. If and where applicable, CONTRACTOR shall submit to COUNTY, with signed Agreement, a copy of CONTRACTOR'S customary charges (published rates).
10. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays) above and beyond the contracted Schedule I rate, the CONTRACTOR must notify the COUNTY within each fiscal year Agreement period of performance.
11. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client fees. Notification must be made within ten (10) days following any fee increase.

**I. REALLOCATION OF FUNDS:**

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

**J. RECOGNITION OF FINANCIAL SUPPORT:**

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

**K. PAYMENT:**

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

4. Notwithstanding the provisions of Paragraph I-1 and I-2 above, CONTRACTOR shall be paid in arrears based upon either the actual units of service provided and entered into the COUNTY'S specified Electronic Management Information System (MIS), or on a one-twelfth (1/12th) monthly basis, or based upon the actual cost invoice by expenditure category, as specified in Paragraph A-1 above.
  - a. CONTRACTOR will be responsible for entering all service related data into the COUNTY'S MIS (i.e. Provider Connect or CalOMS) on a monthly basis and approving their services in the MIS for electronic batching (invoicing) and subsequent payment.
  - b. CONTRACTOR is required to enter all units of service into the COUNTY'S MIS no later than 5:00 p.m. on the fifth (5th) calendar day following the date of service. Late entry of services into the COUNTY'S MIS may result in financial and/or service denials and/or disallowances to the CONTRACTOR.
  - c. CONTRACTOR must also submit to the COUNTY a signed Program Integrity Form (PIF) (attached as Exhibit C, Attachment A) signed by the Director or authorized designee of the CONTRACTOR organization. This form must be faxed and/or emailed (PDF format only) to the COUNTY at (951) 358-6868, and/or emailed to [ELMR\\_PIF@rcmhd.org](mailto:ELMR_PIF@rcmhd.org). The CONTRACTOR PIF form must be received by the COUNTY via fax and/or email for the prior month no later than 5:00 p.m. on the fifth (5th) calendar day of the current month.
  - d. Services entered into the MIS more than 60 calendar days after the date of service without prior approval by the COUNTY may result in financial and/or service denials and/or disallowances to the CONTRACTOR.
  - 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 ensure 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. CONTRACTOR shall provide COUNTY with a print screen from the Medi-Cal eligibility website indicating the Medicare and/or Insurance coverage has been removed within ten (10) days of termination request. CONTRACTOR shall include their name and the comment "Medicare/OHC Termed" on the documentation provided to the COUNTY.
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.
9. Pursuant to Section III.A. – REIMBURSEMENT AND USE OF FUNDS AND SECTION XXV. – PROHIBITED AFFILIATIONS of the Agreement, CONTRACTOR acknowledges any payment

received for an excluded person may be subject to recover and/or considered an overpayment by RUHS-BH and DHCS and/or be the basis for other sanctions by DHCS.

**L. COST REPORT:**

1. For each fiscal year, or portion thereof, that this Agreement is in effect, CONTRACTOR shall provide to COUNTY two (2) copies, per each Program Code, an annual Cost Report with an accompanying financial statement and applicable supporting documentation to reconcile to the Cost Report within one of the length of times as follows and as indicated below by an "X":
  - Thirty (30) calendar days following the end of each fiscal year (June 30th), or the expiration or termination of the Agreement, whichever occurs first.
  - Forty-five (45) calendar days following the end of each fiscal year (June 30th), or the expiration or termination of the Agreement, whichever occurs first.
  - Seventy-Five (75) calendar days following the end of each fiscal year (June 30th), or the expiration or termination of the Agreement, whichever occurs first.
2. The Cost Report shall detail the actual cost of services provided. The Cost Report shall be provided in the format and on forms provided by the COUNTY.
3. CONTRACTOR shall follow all applicable Federal, State and local regulations and guidelines to formulate proper cost reports, including but not limited to OMB-circular A-122 and OMB-circular A-87.
4. It is mandatory that the CONTRACTOR send one representative to the COUNTY'S annual cost report training that covers the preparation of the year-end Cost Report. The COUNTY will notify CONTRACTOR of the date(s) and time(s) of the training. Annual attendance at the training is mandatory in order to ensure that the Cost Reports are completed appropriately. Failure to attend this training will result in delay of any reimbursements to the CONTRACTOR.
5. CONTRACTOR will be notified in writing by COUNTY, if the Cost Report has not been received within the specified length of time as indicated in Section I, paragraph 1 above. Future monthly reimbursements will be withheld if the Cost Report contains errors that are not corrected within ten (10) calendar days of written or verbal notification from the COUNTY. Failure to meet any pre-approved deadlines or extensions will immediately result in the withholding of future monthly reimbursements.
6. The Cost Report shall serve as the basis for year-end settlement to CONTRACTOR including a reconciliation and adjustment of all payments made to CONTRACTOR and all revenue received by CONTRACTOR. Any payments made in excess of Cost Report settlement shall be repaid upon demand, or will be deducted from the next payment to CONTRACTOR.
7. All current and future payments to CONTRACTOR will be withheld by the COUNTY until all final, current and prior year Cost Report(s) have been reconciled, settled and signed by CONTRACTOR, and received and approved by the COUNTY.
8. CONTRACTOR shall report Actual Costs separately, if deemed applicable and as per CONTRACTOR'S Schedule I, to provide Agreement Client Ancillary Services, Prescriptions, Health Maintenance Costs, and Flexible funding costs under this Agreement on the annual cost report. Where deemed applicable, Actual Costs for Indirect Administrative Expenses shall not

exceed the percentage of cost as submitted in the CONTRACT Request for Proposal or Cost Proposal(s).

**M. BANKRUPTCY:**

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

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

**O. TRAINING:**

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

**FY 2019/20 SCHEDULE I  
BEHAVIORAL HEALTH**

**CONTRACTOR NAME: RECOVERY INNOVATIONS, INC.**

**PROGRAM NAME: DESERT SAGE ARC FACILITY WELLNESS PLUS LIVING PROGRAM**

**DEPT ID/PROGRAM: 4100202XXX.74700/530280**

**4100202XXX.83550/530220**

**REGION/POPULATION: DESERT REGION**

**MONTHLY REIMBURSEMENT: NEGOTIATED RATE**

**YEAR END SETTLEMENT: ACTUAL COST**

TYPE OF MODALITY	Board and Care	WellnessPlus Living Program	Total
PROGRAM CODE:	83550	74700	
MODE OF SERVICE:	60	05	
SERVICE FUNCTION:	40	65	
COUNTY MAX ALLOWABLE RATE:	\$0	\$0	
MEDI-CAL COST PER UNIT:	\$65	\$21	
INTERIM REIMBURSEMENT RATE:	\$67	\$24	
NUMBER OF UNITS:	16,991	16,991	
PROCEDURE CODE:	190	160	
GROSS COST:	\$1,100,568	\$363,083	\$1,463,651
OPERATING INCOME/PROFIT:	\$0	\$0	\$0
START UP COST:	\$4,490	\$18,154	\$22,644
MAXIMUM OBLIGATION:	\$1,105,058	\$381,237	\$1,486,295
LESS REVENUES COLLECTED BY CONTRACTORS:			
A. SSI - BOARD AND CARE (Life Support)	\$580,592	\$0	\$580,592
B. PATIENT INSURANCE	\$0	\$0	\$0
C. OTHER: MISCELLANEOUS	\$0	\$0	\$0
TOTAL CONTRACTORS REVENUES:	\$580,592	\$0	\$580,592
COUNTY ESTIMATED FUNDING OBLIGATION:	\$524,466	\$381,237	\$905,703
SOURCES OF FUNDING FOR MAX OBLIGATION:			
Other: MHSA	\$519,976	\$363,083	\$883,059
START-UP	\$4,490	\$18,154	\$22,644
SSI REVENUE	\$580,592		\$580,592
MHSA-CSS		\$0	\$0
TOTAL (Sources of Funding)	\$1,105,058	\$381,237	\$1,486,295

PREPARED BY: Twanda Jackson, ASA II

DATE: 3/7/2019

ADMIN SVCS ANALYST SIGNATURE: \_\_\_\_\_

DATE: 4/2/19

FISCAL SERVICES SIGNATURE: \_\_\_\_\_

DATE: 4/2/19

## SCHEDULE K BUDGET WORKSHEET BEHAVIORAL HEALTH

CONTRACT PROVIDER NAME: RECOVERY INNOVATIONS, INC.	FISCAL YEAR: 2019/2020
PROGRAM NAME: DESERT SAGE ARC FACILITY WELLNESS PLUS LIVING PROGRAM	PERFORMANCE PERIOD: JULY 1, 2019 - JUNE 30, 2020
REGION/POPULATION: DESERT REGION	MONTHLY REIMBURSEMENT: ACTUAL COST
CONTRACT MAXIMUM OBLIGATION: \$1,486,295	YEAR END SETTLEMENT: ACTUAL COST

DESERT REGION - DEPT ID# 4100202XXX-74700-530280 4100202XXX-83550-530220			
TYPE OF MODALITY:	Board and Care	WellnessPlus Living Program	Total
MODE OF SERVICE:	60 Support Svcs	05 Adult Residential	
SERVICE FUNCTION:	40	65	
PROCEDURE CODES:	190	160	
<b>1. Personnel Expenditures</b>			
a. Salaries & Wages <i>(per staffing detail worksheet)</i>	\$532,644	\$202,970	
b. Employee Benefits	\$174,971	\$82,991	
<b>Total Supportive Service Expenditures</b>	<b>\$707,615</b>	<b>\$285,961</b>	<b>\$993,576</b>
<b>2. Operating Expenditures</b>			
a. Professional Services	\$1,920	\$2,278	
b. Household Supplies	\$0	\$0	
c. Travel & Transportation <i>(vehicle cost, maintenance &amp; fuel)</i>	\$18,986	\$1,560	
d. General Office Expenditures	\$7,436	\$4,060	
e. Program Supplies	\$12,680	\$3,300	
f. Food	\$143,080	\$0	
g. Insurance	\$23,311	\$5,848	
h. Telephone	\$6,288	\$2,968	
i. Other Operating Expenses	\$35,699	\$9,750	
<b>Total Operating Expenditures</b>	<b>\$249,400</b>	<b>\$29,764</b>	<b>\$279,165</b>
<b>3. Indirect Administrative Expenses</b>			
a. Administrative Allocation	\$19,140	\$6,314	
b. Operating Income	\$124,412	\$41,044	
<b>Total Indirect Administrative Expenses</b>	<b>\$143,552</b>	<b>\$47,359</b>	<b>\$190,911</b>
<b>Total Program Budget</b>	<b>\$1,100,568</b>	<b>\$363,084</b>	<b>\$1,463,651</b>
<b>Start Up Cost (Year 1)</b>	<b>\$4,490</b>	<b>\$18,154</b>	<b>\$22,644</b>
<b>Total Contract Maximum Obligation</b>	<b>\$1,105,058</b>	<b>\$381,238</b>	<b>\$1,486,295</b>
Total Indirect Administrative Expenses % (Shall Not Exceed 15%)	15%	15%	15%

PREPARED BY: Twanda Jackson, ASA II

ADMIN SVCS ANALYST SIGNATURE

FISCAL ACCOUNTANT SIGNATURE:

CONTACT #: (951) 358-5569

DATE:

DATE:

3/7/19

3/19/19



**Attachment A**  
**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



\_\_\_\_\_  
Signature

David Covington, CEO & President  
Print Name/Title

05-06-2019  
Date

Attachment B

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> _____ a. bid/offer/ application b. initial award c. post-award	<b>3. Report Type:</b> _____ a. initial filing b. material change  <b>For Material Change Only:</b> Year _____ Quarter _____ Date of Last Report _____
<b>4. Name and Address of Reporting Entity:</b> Prime  Subawardee  Tier, if known:  Congressional District, if known:	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>    Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable:	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Entity:</b> (last name, first name, MI)	<b>10. b. Individuals Performing Services</b> (including address if different from No. 10,a.)	
(Attach Continuation Sheet(s) SF-LLL-A if Necessary) (if individual, last name, first name, middle)		
<b>11. Amount of Payment</b> (check all that apply): \$ _____ Actual      \$ _____ Planned	<b>13. Type of payment</b> (check all that apply): ___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred ___ f. other; specify:	
<b>12. Form of Payment</b> (check all that apply): ___ a. cash ___ b. in-kind; specify: Nature _____ Actual _____		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:</b>   (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
<b>15. Are Continuation Sheet(s) SF-LLL-A Attached:</b> Yes _____ (Number _____)      No _____		
<b>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone:</b> _____ <b>Date:</b> _____	

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET SF-LLL-A**

**Reporting Entity:** \_\_\_\_\_  
**Page** \_\_\_\_\_ **of** \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes; e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.

**Riverside University Health System -- Behavioral Health**  
**INCIDENT REPORT**  
**CONFIDENTIAL**

PROGRAM NAME \_\_\_\_\_ RU# \_\_\_\_\_ STAFF MAKING REPORT \_\_\_\_\_

CLIENT NAME \_\_\_\_\_ DOB \_\_\_\_\_ RUHS-BH CLIENT ID# \_\_\_\_\_

The above named client was involved in an act/action which meets/may meet (circle one) the requirements of the formation of the Adverse Incident Committee. The incident falls into one of the following categories (circle all that apply).

1. Physical injury to any client or clinic visitor requiring medical attention.
2. Suicide.
3. Significant injury caused by suicide attempt.
4. Homicide.
5. Significant injury caused by physical assault/battery by client upon another.
6. Significant injury caused by physical assaults on clients or visitors.
7. Significant injury to client while at clinic site.
8. Death of client by other than natural causes.

THE EVENTS WHICH OCCURRED ARE AS FOLLOWS:

\_\_\_\_\_

SUBMISSION DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

TO WHOM SUBMITTED: \_\_\_\_\_

SUBMIT THIS FORM TO SUPERVISOR WITHIN 24 HOURS OF INCIDENT  
DO NOT PLACE THIS FORM OR ANY COPY OF THIS FORM IN CHART

**RIVERSIDE COUNTY INFORMATION TECHNOLOGY**  
**VPN Account Request Form – Vendor**  
 VERSION 1.0 | DATE OF REVISION 2015-11-03



This application is used for establishing a VPN account for authorized third parties. A supervisor or manager must complete this application and submit it along with the signed VPN Access Agreement. Follow the instructions below

1. A supervisor or manager completes the information below. All fields must be completed.
2. The account request form and agreement are provided to user for review of agreement and user signature.
3. The form and agreement are submitted to RCIT-Help Desk via email. Incomplete forms will not be processed.
4. Once processing is complete and account created, user and supervisor are emailed documentation. User will be required to call the RCIT-Help Desk for initial account password reset. The Requesting Supervisor / Manager will be identified as the person the user will contact for support of the departmental systems.

**SUPERVISOR / MANAGER FROM SPONSORING COUNTY AGENCY / DEPARTMENT**

SUPERVISOR / MANAGER NAME <b>Jeanette Bates</b>	
TITLE <b>Administrative Services Officer</b>	
COUNTY AGENCY / DEPARTMENT <b>RUHS-Behavioral Health</b>	
EMAIL <b>ELMR_PIF@rcmhd.org</b>	PHONE <b>(951)358-7797</b>

**USER REQUESTING ACCESS**

FIRST NAME <b>Enter the First Name of appointed VPN User in the Contracted Organization</b>	MIDDLE INITIAL <b>Middle</b>
LAST NAME <b>Enter the Last Name of appointed VPN User in the Contracted Organization</b>	
JOB TITLE <b>Type Job Title</b>	
VENDOR NAME <b>Enter the Contracting Organization Name</b>	
OFFICE STREET ADDRESS <b>address of the Contracting Organization Name</b>	
CITY <b>Type City</b>	STATE <b>State</b> ZIP CODE <b>Zip</b>
OFFICE PHONE <b>Type Office Phone</b>	
EMAIL ADDRESS <b>Type Email Address</b>	

**ACCOUNT DETAILS**

DEPARTMENT BILLING STRING <b>10000.4100413651.83600</b>
VPN GROUP NAME <b>Mental Health</b>
ASSIGN SAME RIGHTS AS STAFF MEMBER <b>Click here to enter text</b>
DESCRIPTION / PURPOSE OF ACCESS REQUIRED <b>Contractor –MSO Claims entry</b>

**RIVERSIDE COUNTY INFORMATION TECHNOLOGY  
VPN Access Agreement – Vendor**

VERSION 1.0 | DATE OF REVISION 2015-08-18



**USER REQUESTING ACCESS**

<b>USER NAME</b>	Enter the Name of appointed VPN User in the Contracted Organization
<b>USER TITLE</b>	Enter the title of the user
<b>VENDOR NAME</b>	Enter the name of the Contracted Organization

I, the individual named above understand that I am being granted access to a County of Riverside network for the sole purpose of accomplishing the tasks that I have been contracted with County of Riverside to complete. I understand that this access is a privilege and that it may be revoked at any time if I fail to comply with the provisions set forth herein.

Riverside County creates and maintains demographic and health information relating to its patients (defined as "Confidential Information"). This Confidential Information is located in computer information systems as well as paper charts and files. Confidential Information is protected from unauthorized or inappropriate access by Riverside County policies, as well as state and federal law.

Riverside County provides access to a network segment for pre-authorized 3rd parties. Remote Access Users may not gain access to, use, copy, make notes of, remove, divulge or disclose Confidential Information, except as necessary for contracted business purposes. County of Riverside provides access to a network segment for pre-authorized 3rd parties. This access is intended solely for business purposes and is filtered, monitored, and managed accordingly.

Due to the wide variety of hardware and software configurations that may be present on 3rd party devices, the County of Riverside and its employees cannot accept responsibility/liability for:

- Loss, corruption or virus infection of customer data and/or applications.
- Hardware or software damage resulting from the use of equipment or software while on the County of Riverside network.
- Hardware or software damage resulting from service by County of Riverside employee.

This includes, but is not limited to:

- Damage to portable electronic storage, communication, or media devices.
- Damage to a laptop's software configuration due to service by County of Riverside staff.
- Loss of data on an electronic storage, communication, or media device; or loss of data from an email server.

Authorized Vendors are required to:

- Use County of Riverside's network only for authorized business purposes.
- Ensure anti-malware, and encryption applications are actively employed on their equipment and that corresponding signatures and patches are maintained in a current manner.

**RIVERSIDE COUNTY INFORMATION TECHNOLOGY  
VPN Access Agreement – Vendor**  
VERSION 1.0 | DATE OF REVISION 2015-08-18



## USER AGREEMENT

1. **Access to Confidential Information through Riverside County Information Systems.** Riverside County agrees to provide Remote Access User with access to the County of Riverside Information Systems, which may contain Confidential Information, including Protected Health Information ("PHI"), subject to the conditions outlined in this Agreement. Remote Access User may access only the minimum amount of Confidential Information necessary to perform contracted services on behalf of Riverside County.
2. **Protection of Confidentiality and Security of Confidential Information.** Remote Access User agrees to protect the confidentiality and security of any Confidential Information accessed from Riverside County. Remote Access User will comply with Health Insurance Portability and Accountability Act ("HIPAA") and the rules implementing HIPAA.

The Remote Access User agrees to never access Confidential Information for "curiosity viewing." The Remote Access User understands that this includes viewing their own personal Confidential Information as well as that of their children, family members, friends, or coworkers, and all others unless access is necessary to provide contracted services.

3. **User Name and Passwords.** Remote Access User agrees not to share his/ her user name, password or access device with any other person or allow anyone else to access Riverside County Information Systems under his/her user name, password or device. Remote Access User agrees to notify the Riverside County Information Security Office at (951) 955-8282 immediately if he/she becomes aware or suspects that another person used his/her user name, password or device to gain access to Riverside County Information Systems.
4. **Printing Confidential Information.** If Remote Access User prints Confidential Information, User will protect the printed Confidential Information from any access or use not authorized by this Agreement, and thereafter shred such copies when they are no longer required for the purposes authorized herein. If printed Confidential Information is stolen or lost the Remote Access User agrees to notify the Riverside County Information Security Office within 12 hours.
5. **Auditing Compliance.** Remote Access User agrees that his/her compliance with this Agreement may be reviewed/audited by Riverside County and will return any software or equipment and/or un-install/delete any software programs upon request by Riverside County.
6. **Risks and Warranties.** The parties recognize that remote access introduces unique risks that may exist on the remote access device that compromises the integrity and security of data and remote access, including but not limited to spyware, hacker access, viruses, worms, and other harmful software (collectively referred to as "Remote Access Risks"). Riverside County will not be responsible or liable for any losses or damages related to Remote Access Risks.

Remote Access User agrees that Riverside County will not be liable for any direct, indirect, incidental, special or other damages incurred by Remote Access User. Riverside County does not guarantee or warrant the availability of remote access of Riverside County Information Systems.

Riverside County reserves the right to impose additional information security safeguards, including (without limitation) software and hardware requirements.

7. **Breach Notification.** Remote Access User must report to the Riverside County Information Security Office within 12 hours, any access, use, or disclosure of Confidential Information for purposes other than those permitted by this Policy or this Agreement.
8. **Vendor Responsibilities.** The Responsibilities of the contracted Remote Access User's employer are set forth below. This agreement must be signed by an authorized representative of Remote Access User's employer. This Agreement will not become



**RIVERSIDE COUNTY INFORMATION TECHNOLOGY  
VPN Access Agreement – Vendor**

VERSION 1.0 | DATE OF REVISION 2015-08-18



effective, and Riverside County will not grant remote access, unless this agreement is signed by such authorized representative of Remote Access User's employer.

9. **Confidentiality Concerns.** Riverside County, in its sole judgment and discretion, may take any or all of the following actions, when a suspicion of or actual security incident occurs involving a Remote Access User who has obtained unauthorized access to Confidential Information, has disclosed Confidential Information in violation of federal or state laws or regulations, has violated any Riverside County policies or procedures regarding confidentiality or the use of Confidential Information, or has violated any provisions of this Agreement:
- Suspend or terminate Remote Access User's access to Riverside County Information Systems.
  - Bring legal action to enforce this Agreement.
  - Notify the appropriate authorities if necessary.

**VENDOR RESPONSIBILITIES FOR REMOTE ACCESS USER ACCOUNTS**

- Vendor will require each employee who which has been granted remote access to Riverside County Information Systems to sign a separate Remote Access User Agreement with Riverside County and obtain a distinct user name and password. Vendor will not permit employees to share user names and passwords.
- Vendor agrees to train employees on the requirements of this Agreement and is responsible for its employee's compliance with all provisions of this Agreement.
- Vendor must notify the sponsoring department listed on this form or the Riverside County Help Desk at (951) 955-9900 within 12 hours of an employee's termination. Riverside County will terminate such user's remote access upon notification.
- This Agreement cannot be transferred or otherwise assigned to other employees.
- Vendor shall be financially responsible for all costs (including, but not limited to, the required notification and the maintenance of customer relation phone lines, civil penalties, and damages) Riverside County incurs as the result of an unauthorized use or disclosure caused by its employees or agents.

**RIVERSIDE COUNTY INFORMATION TECHNOLOGY**  
**VPN Access Agreement – Vendor**  
 VERSION 1.0 | DATE OF REVISION 2015-08-18



Notwithstanding the above, Riverside County may terminate this Agreement and any user's remote access at any time for any reason. County of Riverside appreciates your support and understanding in this matter. By signing this agreement, you acknowledge your understanding of, and agreement with, the terms of County of Riverside network use.

**USER REQUESTING ACCESS**

USER NAME	Enter the Name of appointed VPN User in the Contracted Organization
USER TITLE	Enter the title of the user
VENDOR NAME	Enter the name of the Contracted Organization

\_\_\_\_\_  
 REQUESTING USER SIGNATURE

\_\_\_\_\_  
 DATE

**AUTHORIZED AGENT OF VENDOR**

AGENT NAME	Enter the Name of supervisor/manager authorizing this request
AGENT TITLE	enter title of supervisor/manager authorizing this request
VENDOR NAME	Enter the name of the Contracted Organization

\_\_\_\_\_  
 VENDOR AUTHORIZED AGENT SIGNATURE

\_\_\_\_\_  
 DATE

**SUPERVISOR / MANAGER FROM SPONSORING COUNTY AGENCY / DEPARTMENT**

SUPERVISOR / MANAGER NAME	Jeanette Bates
SUPERVISOR / MANAGER TITLE	Administrative Services Officer
COUNTY AGENCY / DEPARTMENT	RUHS-Behavioral Health

\_\_\_\_\_  
 SUPERVISOR / MANAGER SIGNATURE

\_\_\_\_\_  
 DATE