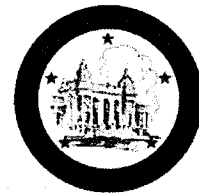


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.23
(ID # 10478)

MEETING DATE:

Tuesday, September 24, 2019

FROM: RUHS-BEHAVIORAL HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Ratify and Approve the Behavioral Health Agreement with Recovery Innovation Inc. dba RI International to Provide Art Works Peer Recovery Services without Seeking Competitive Bids for One Year in the Amount of \$194,269 with the Option to Renew for Two Additional One Year Periods. All Districts. [Total \$582,807; Up to \$19,426 in Additional Compensation Annually] 100% State Funding

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Behavioral Health Agreement with Recovery Innovation Inc., dba RI International (RII) to provide Art Works Peer Recovery Services without seeking competitive bids for one year for an amount of \$194,269, with the option to renew for two additional one year periods for a total of \$582,807 through June 30, 2022, and authorize the Chairman of the Board to execute the Agreements on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based upon the availability of funding, and as approved by County Counsel to: a) sign renewals and 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 the sum total of ten percent (10%) of the total annual cost of the contract.

ACTION:Policy


Matthew Chang, Director 8/20/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Hewitt, seconded by Supervisor Perez 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: September 24, 2019
xc: RUHS-Behavioral Health

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$194,269	\$194,269	\$582,807	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% State			Budget Adjustment: No	
			For Fiscal Year: 19/20 – 21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Through the on-going Mental Health Services Act (MHSA) Community Planning Process, creative arts programming and peer to peer supports continue to surface as a priority need identified by Stakeholders. Creative arts when offered as part of treatment intervention have proven to improve quality of life, wellness and recovery for its participant. Community-based creative arts also serves as a means for engaging underserved and unserved consumers in target populations into treatment and peer support services throughout Riverside County.

RII, a national leader in peer supported recovery services, has built successful peer-run art programs based on the unique needs of Riverside County communities. The blend of Arts Programming makes Art Works a unique service. RII has partnered with RUHS-BH to establish a peer model that has been recognized by State. The Art Works Programs combines four essential elements - creative art therapies, vocational training, peer-driven wellness and recovery, and anti-stigma outreach to improve the lives of the people it serves and communities.

The Art Works team has built relationships throughout the county to bring relevant programming to each location it serves. In addition to the local gallery programs in the City of Riverside, the team travels to various locations to provide a series of classes in other Riverside County locations. These classes focus on the unique blend of art that has a recovery theme or represents one journey. These programs have built a strong reputation and have resulted in school systems seeking to bring Recovery Innovations into their locations to provide similar services as a known expert in programming and delivery. A variety of peer support specialists, peer artists, local artists and professional educators deliver Recovery Innovation's Art Works programs.

Impact on Citizens and Businesses

These services are a component of the MHSA Plan and the Department's system of care aimed at increasing the quality of life for consumers and their family members through art therapy and education.

Additional Fiscal Information

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

The agreement is 100% funded with State MHSA funds. The agreement has a termination clause in the event that funds become unavailable. These services are budgeted annually in the department's budget. No additional County funds are required.

Contract History and Price Reasonableness

Jefferson Transitional Program (JTP) was the original provider for the MHSA Innovations Art Works program, which was approved by the Board on April 20, 2010 (Item 3.52) in the amount of \$142,260 with annual renewals through FY11/12 for the annual amount not to exceed \$224,949.

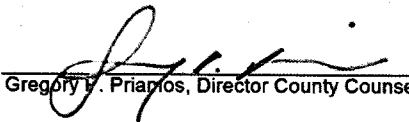
Recovery Innovations of California, Inc. acquired JTP's operations and on December 18, 2012 (Item #3.36), the Board approved the Consent for Assignment. On December 10, 2013, (Item #3-25), the Board of Supervisors approved the Consent for Assignment for Recovery Innovations, Inc., dba RI International, and approved the Peer Support Recovery Center (PSRC) Contract Aggregate, which included the Art Works contract in the amount of \$187,167 with annual renewals through FY17/18. Peers who have received training through RII's PSRC are hired to work at Art Works. The PSRCs were competitively awarded through RFP #MHARC-152.


On February 27, 2018 (Item #3.41), the Board of Supervisors approved the PSRC Contract Aggregate through June 30, 2019. Since FY 2014/2015, the contract maximum has remained at \$187,167. A 5% increase in their personnel expenditures was negotiated for FY 2019/2020, to cover rising costs of doing business for a total contract amount of \$194,269.

A new Request for Proposal (RFP) was released for the Peer Support and Recovery Center services. The Art Works program was not included in this RFP because of the unique services which are not offered by other providers in Riverside County; therefore, RUHS-BH is requesting approval of this contract without seeking competitive bids.


Teresa Summers, Director of Purchasing 9/9/2019


Brianna Lontajo, Management Analyst 9/16/2019


Gregory V. Priaplos, Director County Counsel 9/11/2019

 **Riverside
University
HEALTH SYSTEM**
Behavioral Health

Date: August 12, 2019
From: Amy McCann, Asst. Director
To: Board of Supervisors/Purchasing Agent
Via: Linda Shreve, Administrative Service Analyst II. 951-955-7159
Subject: Sole Source Procurement; Request for Peer-led Arts Program, Art Works.

The below information is provided in support of my Department requesting approval for a sole or single source.

1. **Supplier being requested:** Recovery Innovations Inc. (RII)
2. **Vendor ID:** 105284
3. **Single Source** **Sole Source**
4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** *(If yes, please provide the approved sole or single source number).*
 Yes **No**
SSJ# 13-194

4a. **Was the request approved for a different project?**
 Yes **No**

5. **Supply/Service being requested:** Peer-led, recovery-oriented arts program for behavioral health consumers
6. **Unique features of the supply/service being requested from this supplier.** Recovery Innovations, which is a non-profit organization, has built a successful peer-run arts programs based on the unique needs of Riverside County communities. Recovery Innovations is a national leader in peer supported recovery services and the blend of Arts Programming makes Art Works a unique service. RII, has partnered with RUHS-BH to establish a peer model that has been recognized by State. The Art Works Programs combine four essential elements - creative art therapies, vocational training, peer-driven wellness and recovery, and anti-stigma outreach - to improve the lives of the people it serves and communities.

The Art Works team has built relationships throughout the county to bring relevant programming to each location it serves. In addition to the local gallery programs in the City of Riverside, the team travels to various locations to provide a series of classes in other Riverside County locations. These classes focus on the unique blend of art that has a recovery theme or represents one journey. These programs have built a strong reputation and have resulted in school systems seeking to bring recovery Innovations into their locations to provide similar services as a known expert in programming and delivery. A variety of peer support

specialists, peer artists, local artists and professional educators deliver Recovery Innovation's Art Works programs.

7. **Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:** Through the on-going Mental Health Services Act (MHSA) Community Planning Process, creative arts programming and peer to peer supports continues to surface as a priority need identified by Stakeholders. Creative arts when offered as a part of treatment intervention have proven to improve quality of life, wellness and recovery for its participant. Community-based creative arts also serves as a means for engaging underserved and unserved consumers in target populations into treatment and peer support services, throughout Riverside County.

RII Art Works program provides community-based, peer-delivered art education within Riverside County. It takes the program to underserved communities and groups thereby making is more accessible to mental health consumers. Norco, Banning, Indio, and San Jacinto along with the Western Region are among some of the locations where services are being delivered. This program works to engage individuals to take the next steps in their recovery process and increase the utilization of the peer centers thereby assisting consumers to become less reliant on more costly core Riverside County Behavioral Health services.

8. **Period of Performance:** From: 7/1/2019 to 6/30/2022 - Total 3 years

Is this an annually renewable contract? No Yes
 Is this a fixed-term agreement: No Yes

9. **Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.**

Description:	FY 19/20	FY 20/21	FY 21/22	Total
One-time Costs: Salaries, Benefits, Operating Expenditures & Indirect Admin Costs	\$194,269	\$194,269	\$194,269	\$582,807
Ongoing Costs:	\$0.00	\$0.00	\$0.00	\$0.00
Previous SSJ # 13- 194 Approved Amounts: \$184,743 SSJ	\$0.00	\$0.00	\$0.00	\$0.00
Total Costs	\$194,269	\$194,269	\$194,269	\$582,807

10. **Price Reasonableness:** RII was the awarded vendor for the Peer Support and Resource Centers. Artworks is a supplemental component of the peer program, and was subsequently approved by the Board of Supervisors on 2/27/18, Item #3.41. By utilizing RII's existing

infrastructure and knowledge-base, the cost to Riverside University Health System – Behavioral Health will be contained. RII Art Works program provides an opportunity for linkage and collaboration with other community organization such as the Riverside Community Health Organization and Riverside Arts Council, Coachella Valley Art Center.

Since FY14/15, the contract maximum has remained at \$187,167. For FY19/20, a five percent increase was negotiated to cover the rising costs of doing business. The department believes that consumers who participate in this program through RII, reduces their usage of traditional more costly core mental health services.

11. Projected Board of Supervisor Date (if applicable): 9/17/19
(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

[Signature] Department Head Signature (or designee) Amy McLean Print Name 8/15/19 Date

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve **Approve with Condition/s** **Disapprove**
Condition/s:

Not to exceed:

One-time \$ _____

Annual Amount \$ 194,369 per fiscal year through 6/30/22 (date)
(If Annual Amount Varies each FY)

FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____

[Signature] Purchasing Agent 8/22/19 Date 20-045 Approval Number
(Reference on Purchasing Documents)

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., dba RI INTERNATIONAL an Arizona corporation, hereinafter referred to as CONTRACTOR.

PREAMBLE

WHEREAS, California voters approved Proposition 63 during the November 2004 General Election. Proposition 63, the Mental Health Services Act [hereinafter "MHSA"], became effective on January 1, 2005. Through imposition of a 1% tax on personal income in excess of \$1 million, the MHSA provides the opportunity for the State to provide increased funding, personnel and other resources to support County Prevention and Early Intervention Programs and monitor progress toward statewide goals for children/youth, transitional age youth, adults, older adults, families and communities.

WHEREAS, components of the MHSA Integrated Expenditure Plan will include elements required by W&I Code Section 5847 and related regulations.


WHEREAS, the COUNTY desires to extend to the residents of Riverside County certain programs and services contemplated and authorized by the MHSA, California Welfare and Institutions Code (WIC) Section 5600 et seq., and Government Code Section 26227 et seq., California Code of Regulations, Title 9, Division 1, and Title 22, which the CONTRACTOR is equipped, staffed, prepared and willing to provide; and

WHEREAS, the COUNTY believes that it is in the best interest of the people of Riverside County to provide these services by contract; and

WHEREAS, these services as described in Exhibit A attached hereto shall be provided by CONTRACTOR in accordance with the applicable State and local laws, codes and policies contained herein, 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 18 and Exhibits A, B, C, and D, and Schedule I and/or K, and Attachment A, attached hereto and incorporated herein.

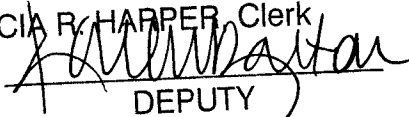
CONTRACTOR

By:  CFO Date: 8/20/19
THOMAS CASTELLANOS
David W. Covington, LPC, MBA
CEO and President
Recovery Innovations, Inc. dba RI International
2701 N. 16th Street, Ste. #316
Phoenix, AZ 85006

COUNTY

By:  Date: 9/24/19
Kevin Jeffries, Chairman
Board of Supervisors

ATTEST:

KECIA R. HARPER, Clerk
By: 
DEPUTY

COUNTY COUNSEL

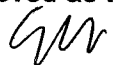
Gregory P. Priamos
Approved as to form
By: 
Deputy County Counsel

Table of Contents

I. DESCRIPTION OF SERVICES: 4

II. PERIOD OF PERFORMANCE: 4

III. REIMBURSEMENT AND PAYMENT: 4

IV. PROGRAM SUPERVISION, MONITORING AND REVIEW: 4

V. INDEPENDENT CONTRACTOR: 4

VI. LICENSE(S)/CERTIFICATION(S): 5

VII. ADMINISTRATIVE CHANGE IN STATUS: 5

VIII. DELEGATION AND ASSIGNMENT: 5

IX. ALTERATION: 6

X. INDEMNIFICATION: 6

XI. INSURANCE: 6

 A. Workers' Compensation: 6

 B. Commercial General Liability: 6

 C. Vehicle Liability: 6

 D. Professional Liability: 7

 E. General Insurance Provisions - All lines: 7

XII. LIMITATION OF RUHS-BH LIABILITY: 8

XIII. WARRANTY AGAINST CONTINGENT FEES: 8

XIV. NONDISCRIMINATION: 8

 A. Employment: 8

 B. Services, Benefits, and Facilities: 8

XV. REPORTS/RESEARCH PROTOCOL: 9

XVI. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): 9

XVII. CONFIDENTIALITY OF PARTICIPANT INFORMATION: 10

XVIII. RECORDS: 11

 A. Program Participant Records. 12

 B. Financial Records. 12

 C. Financial Record Retention. 12

 D. Participant Record Retention..... 12

 E. Shared Records/Information..... 12

 F. Property of participant records. 12

XIX. STAFFING: 12

XX. CULTURAL COMPETENCY PLAN: 14

XXI. INFORMING MATERIALS 15

XXII. CONFLICT OF INTEREST: 15

XXIII. WAIVER OF PERFORMANCE: 15

XXIV. FEDERAL AND STATE STATUTES: 15

XXV. DRUG-FREE WORKPLACE CERTIFICATION: 16

XXVI. TERMINATION PROVISIONS: 16

XXVII. DISPUTE: 17

XXVIII. SEVERABILITY: 18

XXIX. VENUE: 18

XXX. NOTICES: 18

EXHIBIT A

EXHIBIT B

EXHIBIT C

- SCHEDULE I/K
- PROGRAM INTEGRITY FORM (PIF) / INVOICE

ATTACHMENT A – ADVERSE INCIDENT REPORT FORM

I. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to provide services in the form as described in Exhibit A.

II. PERIOD OF PERFORMANCE:

This Agreement shall be effective on July 1, 2019, and continue in effect through June 30, 2020. The Agreement may thereafter be renewed annually, up to two (2) additional years, subject to the availability of funds and satisfactory performance of services.

III. REIMBURSEMENT AND PAYMENT:

A. In consideration of services provided by CONTRACTOR, RUHS-BH shall reimburse CONTRACTOR in the amount and manner described in Exhibit C. The Exhibit C includes RUHS-BH requirements for reimbursement.

B. CONTRACTOR shall use the Schedule K for monthly claiming purposes. The Schedule K shall be used to support the required back-up documentation necessary to audit the actual cost of program related expenses. The Schedule K is a guide for the amount allocated to the program services provided.

IV. PROGRAM SUPERVISION, MONITORING AND REVIEW:

CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement. Pursuant to Welfare & Institutions Code (WIC), Section 5608, 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. CONTRACTOR agrees to extend to DIRECTOR, his designee, the RUHS-BH Contract Monitoring Team, and/or to authorized State representatives, the right to review and monitor CONTRACTOR's facilities, programs, policies, practices, books, records, or procedures at any reasonable time. In exercising the right to review or monitor CONTRACTOR's administrative, clinical, fiscal and program components, staff, and facilities, the RUHS-BH shall enforce Agreement provisions and applicable RUHS-BH policies identified throughout this agreement.

If at any time the RUHS-BH determines CONTRACTOR is out of compliance with any provision contained within this Agreement, the RUHS-BH will provide written notification of the noncompliance findings to the CONTRACTOR and request a plan of corrective action. CONTRACTOR will, within thirty (30) days of receiving notification, provide a written plan of corrective action addressing the noncompliance.

If the RUHS-BH accepts the CONTRACTOR's proposed plan of corrective action, it shall suspend other punitive actions to give the CONTRACTOR the opportunity to come into compliance. If the RUHS-BH determines CONTRACTOR has failed to implement corrective action, funds may be withheld or disallowed until compliance is achieved. CONTRACTOR shall cooperate with any such effort by RUHS-BH including follow-up investigation and interview of witnesses. Failure to cooperate or take corrective action may result in termination of this Agreement.

V. INDEPENDENT CONTRACTOR:

This Agreement is by and between the RUHS-BH 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 RUHS-BH and CONTRACTOR. CONTRACTOR and its employees, agents and/or subcontractors shall not be entitled to any benefits payable to RUHS-BH employees, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and/or injury leave or other leave benefits. ~~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 and liability for the acts of its employees or agents as they relate to services provided. CONTRACTOR shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any CONTRACTOR employees, agents and/or

subcontractors for any injuries arising from or connected with services performed on behalf of RUHS-BH pursuant to this Agreement. 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 federal Occupational Safety and Health Administration and California Division of Occupational Safety and Health. CONTRACTOR is responsible for payment and deduction of all employment-related taxes on CONTRACTORS' behalf and for CONTRACTORS' employees, including, but not limited to, all federal and state income taxes and withholdings. RUHS-BH shall not be required to make any deductions from compensation payable to CONTRACTOR for these purposes. CONTRACTOR shall indemnify RUHS-BH against any and all claims that may be made against RUHS-BH based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement; and CONTRACTOR shall indemnify RUHS-BH for any and all federal or state withholding or retirement payments which RUHS-BH may be required to make pursuant to federal or state law.

Contractor shall maintain, as appropriate, the following:

1. Articles of Incorporation;
2. Amendments 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.

VI. LICENSE(S)/CERTIFICATION(S):

CONTRACTOR warrants that it has all necessary licenses, permits, approvals, certifications, waivers and/or exemptions necessary to provide services hereunder as required by the laws or regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and agrees to maintain such throughout the term of this Agreement. Examples of license(s)/certification(s) may include: fire clearance, zoning permit; business license, community care license and/or Medi-Cal certification. CONTRACTOR shall notify DIRECTOR (or his designee) immediately and in writing of its inability to maintain, irrespective of the tendency of an appeal, such licenses, permits, approvals, certifications, waivers and/or exemptions.

VII. ADMINISTRATIVE CHANGE IN STATUS:

If, during the term of the Agreement, there is a change in CONTRACTOR's status, a detailed description of the change must be submitted to RUHS-BH in writing at least sixty (60) days prior to the effective date of the change, or in the case of an emergency, as soon as possible. A change in status is defined as a name change not amounting to a change of ownership, a change in the authorized signer of contract documents, moving a facility's service location within the same region, or closing a facility with services being offered in another already existing contracted facility. Any change in administrator of the facility shall be reported to RUHS-BH. Such notification shall include the new administrator's name, address and qualifications. Other changes to the contractor status may result in a more formal contract amendment, as stated in Section VIII, DELEGATION AND ASSIGNMENT.

VIII. DELEGATION AND ASSIGNMENT:

CONTRACTOR may not delegate the obligations required by this Agreement, either in whole or in part, without prior written consent of RUHS-BH. Obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in writing by DIRECTOR (or his designee), meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provision(s) that DIRECTOR (or his designee) may require. No subcontract shall terminate or alter the responsibilities of CONTRACTOR.

~~CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of RUHS-BH. Any attempted assignment or delegation in derogation of this paragraph shall be void. 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:

If any such alteration causes an increase or decrease in the cost of, or the time required for, the performance under this Agreement, Agreement shall be modified by written amendment, accordingly.

Funds allocated to specific budget categories, as identified in the Schedule K, may not be reallocated to another budget category without prior approval, as described in Exhibit C. Funds shall not exceed the total maximum obligation for the fiscal year.

X. INDEMNIFICATION:

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

XI. INSURANCE:

Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the RUHS-BH harmless, CONTRACTOR shall procure and maintain the following insurance coverages during the term of this Agreement. With respect to the insurance section only, the RUHS-BH 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 RUHS-BH.

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 RUHS-BH 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. 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 RUHS-BH as an Additional Insured.

D. 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 and 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 items; 1), 2), or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

E. 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 an A:VIII (A:8) unless such requirements are waived, in writing, by the RUHS-BH Risk Manager. If the RUHS-BH'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's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence, such deductibles and/or retentions shall have the prior written consent of the RUHS-BH Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retentions which are deemed unacceptable to the RUHS-BH, at the election of the RUHS-BH's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the RUHS-BH, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
3. The CONTRACTOR shall cause their insurance carrier(s) to furnish the County of Riverside with: 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; and/or, 2) if requested to do so orally or in writing by the RUHS-BH 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) and shall provide no less than thirty (30) days written notice be given to the County of Riverside prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of 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 coverages and the insurance required herein is in full force and effect. Individual(s) 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 RUHS-BH, P.O. Box 7549, Riverside, CA 92513-7549, MHSA Administration. CONTRACTOR shall not commence operations until the County of Riverside has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.
4. It is understood and agreed by the parties hereto and the CONTRACTOR's insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the RUHS-BH's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
5. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of approved subcontractors working under this Agreement.

6. Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material breach of contract upon which RUHS-BH may immediately terminate or suspend this Agreement.

XII. LIMITATION OF RUHS-BH LIABILITY:

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

XIII. 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, expecting 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, RUHS-BH 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.

XIV. NONDISCRIMINATION:

A. Employment:

1. Affirmative Action shall be taken to ensure applicants and employees are treated without regard to their race, religion, color, sex, national origin, age, sexual preference, or physical or mental disability. 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/internship. 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, sex, national origin, age, sexual preference, or physical/mental disability.
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 workers' 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 from future contracts involving federal, state or COUNTY funds.

B. Services, Benefits, and Facilities:

1. CONTRACTOR shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, gender, age, sexual preference, marital status, physical/mental disability in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.
2. 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 DIRECTOR, or his authorized designee, for the purpose of presenting the complaint of alleged discrimination. Such procedures shall also indicate that if such person is

not satisfied with RUHS-BH's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the appropriate federal or state agencies. CONTRACTOR will maintain a written log of complaints for a period of seven (7) years.

XV. REPORTS/RESEARCH PROTOCOL:

- A. CONTRACTOR must adhere to the reporting requirements as mandated by law. The RUHS-BH shall provide instruction and direction regarding RUHS-BH policies and procedures for meeting reporting requirements.
- B. CONTRACTOR shall provide the RUHS-BH with applicable reporting documentation as specified in the Research Protocol, attached hereto as Exhibit "D" and by this reference incorporated herein. RUHS-BH may provide additional instructions on reporting requirements as required by RUHS-BH or State guidelines.
- C. CONTRACTOR shall participate in the RUHS-BH's Management Information System (MIS) as required by the DIRECTOR, or his designee. CONTRACTOR is required to report program, individuals served and staff data about the CONTRACTOR's program and services, by the fifth (5th) working day of each month for the prior month. Reports are available through the department's Report Distribution Server (RDS).
- D. 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 A) to the COUNTY within twenty-four (24) hours of the incident and within seven (7) days of the event to the State. 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 State.
 1. Events reported shall include:
 - a. Death of any resident from any cause;
 - b. Any facility related injury of any resident which requires medical treatment;
 - c. All cases of communicable disease reportable under Section 2502 of Title 17, California Code of Regulations 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 which 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 State 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.

XVI. 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 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. 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.

XVII. CONFIDENTIALITY OF PARTICIPANT INFORMATION:

CONTRACTOR shall maintain the confidentiality of all participant identifying information contained in records, including but not limited to participant records/charts, billing records, research and participant identifying reports, and the RUHS-BH's participant Management Information System (MIS) in accordance with WIC Sections 14100.2 and 5328 et seq, Title 42 Code of Federal Regulations, Section 431.300 et seq., Section 1320 D et seq, of Title 42, United States Code and it's impending regulations (including but not limited to Title 45, CFR, Parts 142, 160, 162, 164) and all other applicable current or future RUHS-BH, State and Federal laws, regulations, ordinances and directives relating to confidentiality and security of participant records and information.

- A. The CONTRACTOR shall protect from unauthorized disclosure, confidential participant identifying information obtained or generated in the course of providing services pursuant to this Agreement except for non-identifying statistical information. The CONTRACTOR shall not use identifying information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement.
- B. The CONTRACTOR shall not disclose confidential participant identifying information except as authorized by participant, participants' legal representative or as permitted by Federal or State law, to anyone other than the RUHS-BH or State without prior valid authorization from the participant or participants' legal representative in accordance with State and Federal laws. Any disclosures made shall be logged and the log maintained in accordance with State and Federal law.
- C. If CONTRACTOR receives any requests by subpoena, from attorneys, insurers or beneficiaries for copies of bills, CONTRACTOR will provide the RUHS-BH with a copy of any document released as a result of such request, and will provide the name, address and telephone number of the requesting party.
- D. For purposes of the above paragraphs, identifying information is considered to be any information that reasonably identifies an individual and their past, present, or future physical or mental health condition. This includes, but is not limited to, any combination of the person's name, address, Social Security Number, date of birth, identifying number, symbol, or other particular identifier assigned to the individual, such as finger or voice print, or photograph.
- E. Notification of Electronic Breach or Improper Disclosure: During the term of this Agreement, CONTRACTOR shall notify RUHS-BH, 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 RUHS-BH 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 disclosure required by applicable Federal and State Laws and regulations. The CONTRACTOR shall investigate such breach and provide a written report of the investigation to the RUHS-BH Compliance Officer, postmarked within thirty (30) working days of the discovery of the breach to the address below:

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

- F. Safeguards: The CONTRACTOR shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, or transmits on behalf of RUHS-BH; and to prevent use or disclosure of PHI other than as provided for by this Agreement. CONTRACTOR shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of

the CONTRACTOR's operations and the nature and scope of its activities. CONTRACTOR shall provide RUHS-BH with information concerning such safeguards as RUHS-BH may reasonably requests from time to time.

- G. The CONTRACTOR shall implement strong access controls and other security safeguards and precautions as noted in the following to restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only. The CONTRACTOR shall enforce administrative and technical password controls on all systems used to process or store confidential, personal, or sensitive data.
- H. The CONTRACTOR shall utilize a commercial encryption solution that has received FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs, thumb drives) and on portable computing devices (including, but not limited to, laptop and notebook computers).
- I. The CONTRACTOR shall not transmit confidential, personal, or sensitive data via-e-mail or other internet transport protocol unless the data is encrypted by a solution that has been validated by the National Institute of Standards and Technology (NIST) as conforming to the Advanced Encryption Standard (AES) Algorithm.
- J. Mitigation of Harmful Effects. The CONTRACTOR shall mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of PHI by CONTRACTOR or its subcontractors in violation of the requirements of these Provisions.
- K. The CONTRACTOR shall protect from unauthorized disclosure, confidential participant identifying information obtained or generated in the course of providing services pursuant to this Agreement except for non-identifying statistical information. The CONTRACTOR shall not use identifying information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. RUHS-BH makes no warranty or representation that compliance by CONTRACTOR with these Provisions, HIPAA or HIPAA regulations will be adequate or satisfactory for CONTRACTOR's own purposes or that any information in CONTRACTOR's possession or control, or transmitted or received by CONTRACTOR, is or will be secure from unauthorized use or disclosure. CONTRACTOR is solely responsible for all decisions made by CONTRACTOR regarding the safeguarding of PHI.
- L. The terms and conditions in these Provisions shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of these Provisions shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.
- M. CONTRACTOR shall require all its officers, employees, associates, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to, comply with said confidentiality provisions.

XVIII. RECORDS:

All records shall be available for inspection by the designated auditors of RUHS-BH, State Department of Health Care Services, State Department of Justice, State Department of Mental Health Services and Oversight and Accountability Commission, U.S. Department of Health and Human Services and the U.S Office of the Inspector General at reasonable times during normal business hours. Records include, but are not limited to, all physical and electronic records originated or prepared pursuant to the performance under this Agreement, working papers, reports, financial records or books of account, medical records, prescription files, and subcontracts. Upon request, at any time during the period of this Agreement, the CONTRACTOR will furnish any such record or copy thereof, to the RUHS-BH.

CONTRACTOR shall be subject to the examination and audit of the Office of the Inspector General for a period of ten (10) years after final payment under Agreement.

A. Program Participant Records.

CONTRACTOR shall adhere to the authority of RUHS-BH, the State Department of Health Care Services, the State Department of Oversight and Accountability. CONTRACTOR shall maintain adequate participant records on each participant, program outcome measures, and records of service provided by the various staff in sufficient detail to make an evaluation of the effectiveness of the program services.

B. Financial Records.

CONTRACTOR shall maintain complete financial records that clearly reflect the cost of each type of service for which payment is claimed. 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. Statistical data shall be kept and reports made as required by the DIRECTOR, or his designee, and the State of California.

C. Financial Record Retention.

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

D. Participant Record Retention.

Participant records shall be maintained and retained for a minimum of ten (10) years.

E. Shared Records/Information.

CONTRACTOR and RUHS-BH shall maintain a reciprocal shared record and information policy, which allows for sharing of participant records and information between CONTRACTOR and RUHS-BH. Either RUHS-BH or CONTRACTOR shall not release these participant records or information to a third party without a valid authorization.

F. Property of participant records.

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

XIX. STAFFING:

CONTRACTOR shall comply with 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 they provide in accordance with the WIC Section 5751.2, the requirements set forth in Title 9 of the California Code of Regulations (CCR), the Business and Professions Code, State Department of Health Care Services policy letters, and any amendments thereto. 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. Furthermore, CONTRACTOR acknowledges all its officers; employees, associates, and agents providing services hereunder are eligible for reimbursement for said services by their exclusion from the Federal "List of Excluded Parties" registry. All employees of CONTRACTOR providing services on behalf of RUHS-BH shall pass a LiveScan, background check and be tested for Tuberculosis (TB).

A. During the term of this Agreement, CONTRACTOR shall maintain and shall provide upon request to authorized representatives of RUHS-BH, the following:

1. A list of persons who are providing services hereunder by name, title, professional degree, licensure, experience, credentials, Cardiopulmonary Resuscitation (CPR) training, First Aid training, languages spoken, Race/Ethnicity with an option to select "Prefer Not to Say" and any other information deemed necessary by the Director or designee.
 2. Personnel files for each staff member, including subcontractors and volunteers, approved by RUHS-BH, that includes at minimum the following;
 - a. Resume/application, proof of current licensure, certification, registration;
 - b. List of Training, including cultural competency;
 - c. Annual job performance evaluation; and,
 - d. Personnel action document for each change in status of the employee.
 - e. Results of LiveScan, background check and TB test.
- B. CONTRACTOR shall provide an initial orientation to the program, program goals, policy and procedure review, emergency procedures and treatment services.
 - C. CONTRACTOR shall institute and maintain a training program in which professional and other appropriate personnel shall participate.
 - D. CONTRACTOR shall have appropriate staff trained and/or certified in CPR, First Aid, Emergency/Disaster Planning, non-violent crisis intervention, de-escalation of agitation and potential violence, and procedures to protect both staff and the participants from violent behavior.
 - E. Training plans shall be documented and discussed with staff. Continuing development of staff expertise shall be encouraged.
 - 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 Chapter 8, commencing with Section 5200, of Part 5 of Division 9 of the Family Code.
 - G. In accordance with section 6032 of the Deficit Reduction Act of 2005, Contractor shall establish and disseminate written policies for all employees that include detailed information about the False Claims Act and the other provisions named in section 1902(a)(68)(A). Included in these written policies shall be detailed information about contractor's policies and procedures for detecting and preventing fraud, waste, and abuse in federal, state and local health care programs. Contractor shall also include in any employee handbook a specific discussion of the laws described in the written policies, the rights of employees to be protected as whistleblowers, and a specific discussion of Contractor's policies and procedures for detecting and preventing fraud, waste and abuse.
 - H. CONTRACTOR shall follow all Federal, State and County policies, laws and regulations regarding Staffing and/or Employee compensation. 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 or other auditable documentation justifying the payment or compensation.
 - I. 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, via email, the completed CARF form to its designated COUNTY Program Analyst for review and approval. The COUNTY designated Program Analyst will then review CARF

for accuracy and will then submit CARF to the COUNTY'S Information Technology (I.T.) staff for processing. The COUNTY'S designated Program Analyst will communicate with the CONTRACTOR, via email, with confirmation of submission for processing, and a COUNTY I.T. or ELMR personnel will contact the CONTRACTOR direct, via telephone, to confirm receipt of the CARF and provide confirmation that computer access has been granted or changed as requested by the CONTRACTOR.

- 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 Medi-Cal 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. 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.

XX. CULTURAL COMPETENCY PLAN:

CONTRACTOR shall provide services pursuant to this Agreement in a culturally competent manner by recruiting, hiring and maintaining staff that can deliver services in the manner specified to the diverse cultural population served under this Agreement. CONTRACTOR shall provide services in a language appropriate and culturally sensitive manner, in a setting accessible to diverse communities. Multi-cultural diversity includes, but is not limited to, ethnicity, age, sexual preference, gender and persons who are physically challenged. CONTRACTOR shall document its efforts to provide culturally adaptive services in the manner specified. Documentation may include, but not be limited to, the following: records in personnel files attesting to efforts made in recruitment and hiring practices; participation in RUHS-BH sponsored and other cultural competency training; the availability of literature in multiple languages/formats as appropriate; and identification of measures taken to enhance accessibility for, and sensitivity to, mentally/physically challenged individuals. CONTRACTOR shall demonstrate program access; linguistically appropriate and timely program service delivery; staff training; and organizational policies and procedures related to the programs offered to culturally diverse populations. CONTRACTOR shall perform specific outcome studies, on-site reviews and written reports as requested by RUHS-BH and make available to the RUHS-BH upon request. CONTRACTOR shall provide services that meet the individual cultural needs of the participant(s) served. CONTRACTOR shall ensure culturally competent services include:

- A. A comprehensive management strategy to address culturally and linguistically appropriate services, including strategic goals, plans, policies, procedures, and designated staff responsible for implementation.
- B. Appropriate interventions which acknowledge specific cultural influences.
- C. CONTRACTOR agrees to comply with the RUHS-BH's Cultural Competency Plan as set forth in the Department's approved Cultural Competency Plan. The Cultural Competency Plan may be obtained from the department's website at <http://rcdmh.org/> or by contacting the RUHS-BH's Cultural Competency Manager or designee.

Riverside University Health System-Behavioral Health Cultural Competency Program

P.O. Box 7549

Riverside, California 92513

Attention: Cultural Competency Manager

Fax: 951-955-7206

- D. CONTRACTOR agrees to meet with RUHS-BH's Cultural Competency Program Manager, as needed, to provide technical assistance in determining and implementing cultural competency activities.
- E. CONTRACTOR will be responsible for participating in cultural competency trainings as required by the RUHS-BH's Cultural Competency Plan. In order to attend the RUHS-BH offered trainings, CONTRACTOR must register on-line through the department's training unit.
- F. CONTRACTOR is responsible for reporting back to the RUHS-BH, annually in writing, all cultural competency related trainings that staff members have attended. The following format is recommended:

Name of Training Event	Description of Training	How long & how often attended	Attendance by Service Function	No. of staff in attendance & Total	Date of Training	Name of Presenter
Example: Cultural Competence Introduction	Overview of cultural competence issues in mental health treatment settings.	Four hours annually	*Direct Services *Direct Services Contractors *Administration *Interpreters	15 20 4 2 Total: 41	1/21/10	John Doe

- G. CONTRACTOR training information shall be submitted via facsimile to 951-955-7206 to the attention of the RUHS-BH Cultural Competency Program Manager on or before June 30 of each fiscal year.

XXI. INFORMING MATERIALS

CONTRACTOR shall provide each participant with certain informing materials about the program being provided and what outcomes shall be experienced by participating in the PEI Program. CONTRACTOR's stationery/letterhead and informing materials used for communication associated with RUHS-BH's specific Prevention and Early Intervention program shall indicate that funding for the services is provided in whole or in part by the Riverside University Health System-Behavioral Health (RUHS-BH), Mental Health Services Act (MHSA), Prevention and Early Intervention (PEI).

XXII. CONFLICT OF INTEREST:

CONTRACTOR shall not employ any RUHS-BH employee whose position at RUHS-BH enables him/her 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.

XXIII. WAIVER OF PERFORMANCE:

No waiver by RUHS-BH 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.

XXIV. FEDERAL AND STATE STATUTES:

CONTRACTOR shall adhere to and comply with all other applicable Federal and State statutes and regulations, including but not limited to the applicable laws and regulations listed in Exhibit B.

XXV. DRUG-FREE WORKPLACE CERTIFICATION:

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.

- A. 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).
- B. Establish a Drug-Free Awareness Program as required by Government Code Section 8355 (a) to inform employees about all of the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The CONTRACTOR's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation, and employee assistance programs; and,
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Provide as required by Government Code Section 8355 (a) that every employee who works in the program(s) funded through this Agreement:
 - 1. Will receive a copy of the CONTRACTOR's drug-free policy statement, and
 - 2. Will agree to abide by the terms of the CONTRACTOR's statement as a condition of employment on the Agreement.
- D. 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 contracts if the RUHS-BH determines that any of the following has occurred:
 - 1. The CONTRACTOR has made a false certification or,
 - 2. Violates the certification by failing to carry out the requirements as noted above.

XXVI. TERMINATION PROVISIONS:

- A. Either party may terminate this Agreement without cause, upon sixty (60) days written notice served upon the other party.
- B. The RUHS-BH may terminate this Agreement upon thirty (30) days written notice served upon the CONTRACTOR if sufficient funds are not available for the continuation of services.
- C. The RUHS-BH 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.
- D. The RUHS-BH may terminate this Agreement with (30) days written notice due to a change in status, or delegation, assignment or alteration of the Agreement.
- E. The RUHS-BH 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 participant(s) served under this Agreement. In the event of such termination, the RUHS-BH may proceed with the work in any manner deemed proper to the RUHS-BH.
- F. If CONTRACTOR fails to comply with the conditions of this Agreement, RUHS-BH may take one or more of the following actions as appropriate:
 - 1. Temporarily withhold payments pending correction of the deficiency.
 - 2. Disallow (deny funds) for all or part of the cost or activity not in compliance.
 - 3. Wholly or partially suspend or terminate the Agreement and if necessary, request repayment to RUHS-BH if any disallowance is rendered after audit findings.

- G. After receipt of the Notice of Termination, pursuant to Paragraphs A, B, C, D, E or F above, or the CONTRACTOR is notified that the Agreement will not be extended beyond the performance period date, it is agreed that:
1. CONTRACTOR shall:
 - a. Continue to provide the same level of service as previously required under the terms of this Agreement until the date of termination
 - b. Stop all services under this Agreement on the date, and to the extent specified, in the Notice of Termination;
 - c. If participants are to be transferred to another program for services, furnish to RUHS-BH, upon request, all participant information and documents deemed necessary by RUHS-BH to affect an orderly transfer;
 - d. If appropriate, assist RUHS-BH in effecting the transfer of participants in a manner consistent with the best interest of the participants' welfare;
 - e. 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. 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 RUHS-BH, which approval or ratification shall be final for all purposes of this clause;
 - f. Transfer to RUHS-BH and deliver in the manner, at the times, and to the extent, if any, as directed by RUHS-BH, any equipment, records or other documents which, if the Agreement had been completed, would have been required to be furnished to RUHS-BH; and
 - g. Take such action as may be necessary, or as RUHS-BH may direct, for the protection and preservation of the equipment, records or other documents, related to this Agreement which is in the possession of CONTRACTOR and in which RUHS-BH has or may acquire an interest;
- H. RUHS-BH 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. In instances where the CONTRACTOR agreement is terminated and/or allowed to expire by the RUHS-BH and not renewed for a subsequent fiscal year, RUHS-BH 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 RUHS-BH reserves the right to collect interest on any outstanding amount that is owed by the CONTRACTOR back to the RUHS-BH at a rate of no less than 5% of the balance.
- J. The rights and remedies of RUHS-BH 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.
- K. CONTRACTOR shall submit a properly prepared cost report as required by the Cost Report Section found in Exhibit C of this Agreement.

XXVII. 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 and/or the quality of the services being rendered, the CONTRACTOR may file a written protest with the appropriate Program/Regional Manager of the RUHS-BH. CONTRACTOR shall continue with the responsibilities under this agreement during any

dispute. The Program/Regional Manager shall respond to the CONTRACTOR in writing within ten (10) working days. If the CONTRACTOR is dissatisfied with the Program/Regional Manager's response the CONTRACTOR may file successive written protests up through the RUHS-BH's administrative levels of Assistant Director-Programs, Assistant Director-Administration, and (finally) DIRECTOR. Each administrative level shall have twenty (20) working days to respond in writing to the CONTRACTOR. The DIRECTOR's decision shall be final.

XXVIII. 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 violation of any Federal, State, or RUHS-BH 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.

XXIX. VENUE:

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, CALIFORNIA, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings in any other county.

XXX. NOTICES:

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

CONTRACTOR:

RECOVERY INNOVATIONS, INC.
dba RI INTERNATIONAL
2701 N. 16TH STREET, STE. #316
PHOENIX, AZ 85006

COUNTY:

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

INFORMATIONAL COPY TO:

RIVERSIDE UNIVERSITY HEALTH SYSTEM –
BEHAVIORAL HEALTH
2085 RUSTIN AVE
RIVERSIDE, CA 92507

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

**EXHIBIT A
SCOPE OF SERVICE**

CONTRACTOR NAME: RECOVERY INNOVATIONS, INC. dba RI INTERNATIONAL
PROGRAM NAME: ART WORKS PEER RECOVERY SUPPORT SERVICES
DEPARTMENT I.D.: 4100209282-74700-536240

A. MISSION OF THE CONTRACT:

- a. Through the on-going Mental Health Services Act (MHSA) Community Planning Process, creative arts programming and peer to peer supports continues to surface as a priority need identified by Stakeholders. Creative arts when offered as a part of the treatment intervention have proven to positively impact quality of life, wellness and recovery for its participants. The Art Works program combines four (4) essential elements- creative art therapies, vocational training, peer-driven wellness and recovery, and anti-stigma outreach- to improve the lives of the people it serves. Community-based creative arts also serves as a means for engaging consumers into treatment and peer support services as well as underserved and unserved target populations in Riverside County.
- b. The long term vision would be to provide opportunities for peer-based recovery and creative art programming in all regions of Riverside County, to any county clinic or community organization recommended by the department, and the Peer Support and Recovery Centers. The Art Works programs will be delivered by a variety of peer support specialists, peer artists, local artists and professional educators. Through the peer artist outreach efforts RUHS-Behavioral Health envisions Art Works building strong relationships with community based organizations and local art communities.
- c. The CONTRACTOR will provide community-based, peer-delivered art education within Riverside County. County clinics will be among the locations where services are delivered.

B. GOALS AND OBJECTIVES: The goals of the Art Works are to:

- Increase the quality of life for consumers and their family members through artistic therapy and education.
- Continue to evaluate the impact and usefulness of peer-delivered art education within the RUHS-Behavioral system.
- Increase access to art education to underserved communities in Riverside County.
- Promote collaboration with organizations providing mental health services.

C. SERVICES TO BE PROVIDED BY THE CONTRACTOR:

- a. Art Works has a team of peer support specialists, peer artists, local artists, and professional educators who together facilitate a creative arts therapy program of peer-based recovery and creative arts education throughout Riverside County. This will contribute to wellness and recovery by offering peer-delivered arts services on consumers receiving services through RUHS-Behavioral Health.

- b. It will demonstrate a combination of art therapy, peer-delivered educational and support opportunities – and work to engage consumers to take the next steps in their recovery by utilizing art therapy education and thereby becoming less reliant on direct mental health services.
- c. The curriculum consists of peer delivered creative arts therapy to aid in the consumer's recovery. The artwork and other projects created by the peers, and family members will be exhibited (for visual arts) and performed (for performance art) throughout Riverside County.
- d. Art Works builds bridges within the community, encouraging interagency collaboration, by involving local artists, art organizations, schools, and other nonprofits at the grassroots level. The arts are a point around which groups from many different organizations collaborate, which is an essential part of a civic community. Building these bridges will create programs that promote essential aspects of mental health recovery: individual expression, positive community recognition (in a role other than "mental health client"), group participation, introduction to community roles and possibilities outside of mental health system, educational opportunities, vocational training, and paid employment.

D. GEOGRAPHICAL AREAS TO BE SERVED:

- a. Art Works will have a quarterly presence in each region of Riverside County by providing a creative arts program. Services will be delivered in underserved communities throughout Riverside County.

E. POPULATION TO BE SERVED:

- a. Art Works will provide services to consumers with serious emotional disorder and/or serious mental illness, and their families. It will also provide supports for individuals who have co-occurring substance abuse disorders, are dually diagnosed, or have other disabilities. Art Works will target, and outreach to, underserved populations including African American, Asian American Pacific Islander, Deaf and Hard of Hearing, Latino/Hispanic, Lesbian, Gay, Bi-Sexual, and Transgender (LGBT), Native American, Mature Adults, Transitional Aged Youth (TAY) populations. Services will be tailored to address each community's specific needs.

F. STAFFING:

- a. Paid staff positions shall be filled by present or former consumers of mental health services unless otherwise approved by the Department. A list of paid staff (personnel roster) by name and title will be provided to the program monitor initially, and whenever there is a change in status in the staffing (vacancies, new hires, etc.). All paid staff will have a valid CA driver's license, or CA-issued photo ID card, a copy of which is to be kept in their personnel file.
- b. Job duty statements will be provided to the program monitor initially and whenever they are revised. Job performance objectives shall be established with each paid staff member and reviewed, assessed, and revised annually.
- c. Personnel policies and procedures shall be available to all employees, and new or revised personnel policies provided to each employee as they are implemented.
- d. Personnel action reports of all changes in status of the employee shall be filed in the personnel record, and reported to the program monitor monthly.

- e. A written staff training plan shall be developed, discussed with staff, and provided to the Department when requested. Staff training will be reported to the program monitor monthly (title of training; staff who completed the training, date of the training).
- f. Participation in outside training seminars and workshops shall be encouraged. The program monitor will inform the CONTRACTOR when there is a Department training that may be of value to the CONTRACTOR'S staff.
- g. Employment of bilingual and bicultural staff is highly recommended.

G. OUTCOME AND PERFORMANCE MEASURES:

- a. Outcome measures will focus on the impact on consumers receiving the service in non-traditional and county clinic settings, as well as for consumers providing the services. It will also address the impact on the consumer's own recovery and on those individuals in the agencies where services are being provided.
- b. Several measurement instruments will be developed in collaboration with RCDMH, including pre and post surveys for consumers participating and providing the service as well as for agencies hosting the service.

H. CONTRACTOR REPORTING REQUIREMENTS:

- a. CONTRACTOR will submit activity and performance reports, by region, to the COUNTY's program monitor, using a report format and timetable approved by the COUNTY, and which is consistent with the COUNTY's MHSA reporting.

///

EXHIBIT B – MHSA

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

- 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. dba RI INTERNATIONAL
PROGRAM NAME: ART WORKS PEER RECOVERY SUPPORT SERVICES
DEPARTMENT I.D.: 4100209282-74700-536240

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 \$194,269 subject to availability of applicable Federal, State, local and/or COUNTY funds.
- C. BUDGET:**
Schedule I, and Schedule K when applicable, presents (for budgetary and planning purposes only) the budget details pursuant to this Agreement. Schedule I contains department identification number (Dept. ID), Program Code, billable and non-billable mode(s) and service function(s), units, expected revenues, maximum obligation and source of funding pursuant to this Agreement. Where applicable, Schedule K contains line item budget by expenditure category.
- D. 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).
- E. 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.
- F. 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.

G. 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.

H. 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.

I. 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. 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.

J. 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).

K. 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.

L. 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.

M. 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.

N. FURNISHINGS AND EQUIPMENT

1. **OWNERSHIP:** If equipment and furnishings were previously purchased through this Agreement, CONTRACTOR acknowledges that these items 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.

2. **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.
3. **DISPOSAL:** Approval must be obtained from COUNTY prior to the disposal of any property purchased with funds from this Agreement, regardless of the acquisition value. Disposal (which includes sale, trade-in, discard, or transfer to another agency or program) shall not occur until approval is received in writing from COUNTY.
4. **CAPITAL ASSETS:**
 - a. Capital assets are tangible or intangible assets exceeding \$5,000 that benefit an agency more than a single fiscal year. For capital assets approved for purchase by COUNTY, allowable and non-allowable cost information and depreciation requirements can be found in the Center for Medicare and Medicaid Services (CMS) Publication 15, Provider Reimbursement Manual (PRM) Parts I & II. It is CONTRACTOR'S responsibility to ensure compliance with these requirements.
 - b. Any capital asset that was acquired or improved in whole or in part with funds disbursed under this Agreement, or under any previous Agreement between COUNTY and CONTRACTOR, shall either be, at the election of COUNTY as determined by the Director or designee: (1) transferred to COUNTY including all title and legal ownership rights; or (2) disposed of and proceeds paid to COUNTY in a manner that results in COUNTY being reimbursed in the amount of the current fair market value of the real or personal property less any portion of the current value attributable to CONTRACTOR's out of pocket expenditures using non-county funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.



REMIT TO: RECOVERY INNOVATIONS, INC., dba RI INTERNATIONAL
 2701 N. 16th Street, Suite 316
 Phoenix, AZ 85006

Barbara Blute
 (602) 636-4522

Invoice:
 Date:
 Service Period:
 Fiscal Year: 2019/2020
 Vendor # 114394

BILL TO: Riverside University Health Systems-Behavioral Health
 MHA Administration/MHSA CSS
 2085 Rustin Avenue, Riverside, CA 92507

Contract #: TBD
 Dept ID: 4100209282.74700.536240
 ART WORKS
 MH TREATMENT - ALL REGIONS

PROGRAM INTEGRITY FORM (PIF) MONTHLY INVOICE TEMPLATE

REGION/POPULATION: MHSA TREATMENT		MONTHLY REIMBURSEMENT: ACTUAL COST			
CONTRACT MAXIMUM OBLIGATION: \$194,269		YEAR END SETTLEMENT: ACTUAL COST			
		ALL REGIONS			
		4100209282.74700.536240 RU# 33MJNA			
TYPE OF MODALITY:		INDIRECT SVC			
MODE OF SERVICE:		45 (Indirect Outreach Services)			
SERVICE FUNCTION:		20 (Community Client Contact)			
PROCEDURE CODES FOR PROVIDER CONNECT ENTRY:		620NB			
1. Personnel Expenditures (from Staffing Detail)		BUDGET	BALANCE	INVOICED	BALANCE
a. Personnel Expenditures (from Staffing Detail)		\$106,597	\$106,597	\$0	\$106,597
b. Employee Benefits		\$23,086	\$23,086	\$0	\$23,086
	Total Personnel Expenditures	\$129,683	\$129,683	\$0	\$129,683
2. Operating Expenditures					
a. Professional Services		\$2,160	\$2,160	\$0	\$2,160
b. Translation and Interpreter Services		\$0	\$0	\$0	\$0
c. Travel and Transportation		\$2,376	\$2,376	\$0	\$2,376
d. General Office Expenditures		\$27,146	\$27,146	\$0	\$27,146
e. Other Operating Expenses (provide description in budget narrative)		\$7,565	\$7,565	\$0	\$7,565
	Total Operating Expenditures	\$39,247	\$39,247	\$0	\$39,247
3. Indirect Administrative Expenses (Shall Not Exceed 15%)					
a. Quality Support, Training and Development, Regional Administration		\$6,500	\$6,500	\$0	\$6,500
b. Executive, Finance, Human Resources, Management Information Systems		\$18,839	\$18,839	\$0	\$18,839
	Total Indirect Administrative Expenses	\$25,339	\$25,339	\$0	\$25,339
	TOTAL EXPENSES	\$194,269	\$194,269	\$0	\$194,269
TOTAL MONTHLY INVOICE				\$0	

I, as an authorized representative of _____, HEREBY CERTIFY under penalty of perjury that the costs billed are true, accurate, correct, and in compliance with the requirements as set forth and established in the contract with the Riverside University Health System-Behavioral Health (RUHS-BH) and as stipulated by all applicable Federal, State, and/or County laws and/or policies, and were applicable, monthly required database checks are done to confirm identity and to determine exclusion status of officers, board members, employees, associates and agents were conducted.

AUTHORIZED SIGNATURE: _____

Print Name of Authorized Signer


Date

RIVERSIDE UNIVERSITY HEALTH SYSTEM-BEHAVIORAL HEALTH SCHEDULE K

CONTRACT PROVIDER NAME: RECOVERY INNOVATIONS, INC. **FISCAL YEAR:** 2018/2019
PROGRAM NAME: MH TREATMENT - ARTWORKS **PERFORMANCE PERIOD:** 07/01/2019 - 06/30/2020
REGION/POPULATION: MHSA TREATMENT **MONTHLY REIMBURSEMENT:** ACTUAL COST
CONTRACT MAXIMUM OBLIGATION: \$194,269 **YEAR END SETTLEMENT:** ACTUAL COST

TYPE OF MODALITY: ALL REGIONS
MODE OF SERVICE: 4100209282.74700.536240 RU# 33MUNA
INDIRECT SVC
SERVICE FUNCTION: 45 (Indirect Outreach Services)
20 (Community Client Contact)
PROCEDURE CODES FOR PROVIDER CONNECT ENTRY: 620NB

	TOTAL	TOTAL CONTRACT
1. Personnel Expenditures (from Staffing Detail)		
a. Personnel Expenditures (from Staffing Detail)	\$106,597	\$106,597
b. Employee Benefits	\$23,086	\$23,086
Total Personnel Expenditures	\$129,683	\$129,683
2. Operating Expenditures		
a. Professional Services	\$2,160	\$2,160
b. Translation and Interpreter Services	\$0	\$0
c. Travel and Transportation	\$2,376	\$2,376
d. General Office Expenditures	\$27,146	\$27,146
e. Other Operating Expenses (provide description in budget narrative)	\$7,565	\$7,565
Total Operating Expenditures	\$39,247	\$39,247
3. Indirect Administrative Expenses		
a. Quality Support, Training and Development, Regional Administration	\$6,500	\$6,500
b. Executive, Finance, Human Resources, Management Information Systems	\$18,839	\$18,839
Total Indirect Administrative Expenses (Shall Not Exceed 15%)	\$25,339	\$25,339
Total Program Budget	\$194,269	\$194,269

FUNDING SOURCES DOCUMENT: 2019/2020 MH CLIB Net Funding
PREPARED BY: Linda Shreve, MHSA Administration
ADMIN SVCS ANALYST SIGNATURE: 
FISCAL ACCOUNTANT SIGNATURE: 
DATE: 2/8/19
DATE: 7/3/19

951-955-7159